



JORDAN TELECOM REFERENCE INTERCONNECT OFFER

Jordan Telecom Group
22 December 2003

**MAIN OFFER DOCUMENT
TABLE OF CONTENTS**

Section	Page number
1. Introduction.....	4
2. Definitions and Interpretation.....	5
3. Network Interconnect.....	5
4. Interconnect Services	7
5. Charging for Interconnect Services	7
6. New Services	8
7. Measurements of Traffic Volume.....	9
8. Billing and Payment.....	9
9. Bank Guarantee.....	9
10. Network Design and Planning	10
11. Network Alteration and Data Management Amendment	11
12. Network Safety and Protection	12
13. Numbering	12
14. Quality of Service	13
15. Provisioning, Operation and Maintenance.....	13
16. Provision of Information.....	13
17. Resolution of Disputes	14
18. Arbitration.....	15
19. Breach, Suspension and Termination	16
20. Confidentiality	18
21. Intellectual property rights.....	19
22. Review	19
23. Force Majeure	20
24. Limitation of Liability.....	22
25. Assignment of Rights and Obligations	23
26. Notices	23
27. Waiver.....	24
28. Severability	24
29. Amendments	24

30. Governing Law 24
31. Duration 24

APPENDICES

Service Schedules

Price List

Annexes

Operation and Maintenance Manual

Service Level Offer

1. INTRODUCTION

- 1.1. Under the terms of the JT Licence Agreement and the provisions of Section 29(e) of the Telecommunications Law, JT is required to offer Interconnection Services to other Licensees .
- 1.2. JT has been designated under the Interconnection Guidelines - Final, dated 14th October 2002, as approved by the TRC on 25th of November 2002, and is required to issue a Reference Interconnection Offer. For the avoidance of doubt, this Offer and its Appendices represent JT's Reference Interconnection Offer. Any references in this Offer to a Reference Interconnection Offer shall mean JT's Reference Interconnection Offer.
- 1.3. JT hereby offers to interconnect the JT Network with the network of a Licensee in accordance with the principles set out in the Interconnection Guidelines, and to supply services and facilities on the terms and conditions as provided for in this Offer. JT undertakes to act in good faith in the negotiation of a Network Plan with any Licensee.
- 1.4. The Licensee, by requesting interconnection with JT, warrants that it has in full force and effect the authorisations stipulated in the Interconnection Guidelines to enter into an agreement arising from an acceptance of this Offer.
- 1.5. The Licensee and JT recognise the necessity of effective interconnection of their Telecommunications Systems in the provision of quality telecommunications services to their respective customers. JT and the Licensee believe that a fundamental principle of interconnection is to enable customers of JT and the Licensee to communicate effectively with customers of the other network and that accordingly:
 - 1.5.1 Interconnection shall not be unnecessarily constrained by technical obstacles or limitations which have no justifiable objective basis;
 - 1.5.2 The Licensee and JT shall exchange information willingly in order to make interconnection effective, without prejudice to commercial confidentiality;
 - 1.5.3 The Licensee and JT shall at all times, as far as is reasonably possible, act so as to facilitate the speedy and effective operation of interconnection services under this Offer, to the benefit of customers and to their mutual advantage;

- 1.5.4 The Licensee will cooperate with JT to achieve feature transparency between interconnected networks of Advanced Calls Services as far as is reasonably possible.
- 1.5.5 The Licensee and JT shall provide to each other, upon request, details of active number ranges.
- 1.5.6 The Licensee and JT shall work jointly to ensure the overall quality of the calls which are made via an interconnection point and their own networks. The Licensee and JT shall adopt general principles regarding standards, techniques and methods in order to guarantee the quality on telecommunication networks and in services, as stipulated in ITU-T and ETSI appropriate technical standards.
- 1.5.7 In implementing services and facilities under this Offer, the Licensee and JT shall endeavour to minimise the attendant costs, provided that this does not result in additional cost attribution to other products and services provided by either the Licensee and JT and is consistent with agreed quality standards.
- 1.5.8 JT and the Licensee shall treat each other in a fair and non-discriminatory manner in all aspects of interconnection.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Offer, except if the context requires otherwise, words and expressions are as defined in Annex A.
- 2.2. In the event of conflict or ambiguity between the terms defined in the governing laws and regulations in respect of this Offer, the following order of precedence shall apply;
 - a) The Telecommunications Law
 - b) The Interconnection Guidelines
 - c) The Licence

3. NETWORK INTERCONNECT

- 3.1. Interconnection between the JT Network and the Licensee Network shall be achieved through one or more interconnect links, which together form an Interconnect Path. Each interconnect link shall create a connection between one of the JT Interconnect Nodes and one of the Licensee Interconnect Nodes. Details of how this shall be achieved are set out in Annex D. Interconnect is

available at each of the JT Interconnect Nodes listed at Appendix D.1. The Licensee may interconnect at any of these nodes subject to that interconnect link being bi-laterally agreed in the Network Plan as defined in clause 10 hereof. The technical standards supported by the JT network for the purposes of Interconnect are set out in Annex D as amended from time to time.

- 3.2. On requesting interconnection from JT, the Licensee shall:
 - 3.2.1 Provide a detailed statement of its technical requirements for interconnection services in respect of this Offer. This statement of requirements must be sufficiently detailed for JT to design a solution for the Licensee's interconnection requirements;
 - 3.2.2 If the statement of requirements is considered by JT to be insufficient to set out a comprehensive technical solution, JT shall notify the Licensee within 5 (five) working days of receipt of the statement of requirements. This notification shall include a list of detailed questions and requests for data that are not supplied within the Licensees' statement of requirements.
 - 3.2.3 If the statement of requirements is sufficient to enable JT to design and document a comprehensive technical solution for the Licensee's interconnection requirements, JT shall dispatch a documented solution to the Licensee within 1 (one) month of receipt of the satisfactory statement of requirements.
- 3.3. JT and the Licensee shall negotiate in good faith with a view to reaching agreement on a comprehensive Network Plan within 1 (one) month of JT's notification of the JT proposed technical solution being received by the Licensee, unless otherwise agreed between JT and the Licensee in writing.
- 3.4. Once the technical solution is agreed between JT and the Licensee, the plan shall become known as the Network Plan and included in the proposed Interconnection Agreement between JT and the Licensee.
- 3.5. Interconnect paths shall be provided using either Customer Sited Interconnect as defined in Service Schedule 101, or over links via Licensee equipment sited at JT collocation facilities, as defined in Service Schedule 103.
- 3.6. The actual point of interconnect shall be where the JT Network connects with the Licensee Network and shall be a physical point where the connection can be disconnected in order to conduct testing. JT and the Licensee shall be responsible for providing sufficient capacity on an appropriate transmission medium from the point of interconnect to meet the agreed forecast traffic contained in the Network Plan. Each Licensee shall be responsible for the

operation and maintenance of this transmission medium. Each Licensee shall be considered as owning the transmission equipment and other infrastructure up to the Digital Distribution Frame. JT and the Licensee shall provide their own DDF.

- 3.7. Separate interconnect paths may be provided to carry the traffic of each Licensee. The cost of both installation and ongoing maintenance of each Interconnect path shall be borne in full by the Licensee originating the traffic on this path. Bi-directional paths may however be utilised where this represents the optimal method of handling the traffic consistent with sound engineering practices. In this instance costs for installation and ongoing maintenance shall be shared. For the avoidance of doubt, neither JT nor the Licensee shall be obliged to convey traffic to the other over bi-directional paths. The terms and conditions for JT Interconnect Link Services are attached in Service Schedule 101 and the Price List.
- 3.8. The ordering periods for new Interconnect Paths shall be as defined in the Service Level Offer.

4. INTERCONNECT SERVICES

- 4.1. The Service Schedules attached to this Offer provide detail on the services JT provide over the Interconnect under this Offer.
- 4.2. The Service Level Offer provides details on the timescales for delivery of services and the in-service quality standards provided.

5. CHARGING FOR INTERCONNECT SERVICES

- 5.1. The charging structure for each Interconnect Service is described in each Service Schedule. The method of reviewing the charges given in the Service Schedules is described in clause 22 hereof.
- 5.2. The charges for each service included in this Offer are set out in the Price List. The Price List shall be published and notified to the Licensee, following determination by TRC, with not less than 28 (twenty-eight) days notice of any new charges for interconnection services.
- 5.3. The chargeable time for each voice Call, unless specifically stated as otherwise, shall be the “conversation time” in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar del Plata, 1968; amended at Melbourne, 1988).
- 5.4. Charges shall not be payable under this Offer by either Licensee to the other for unsuccessful calls. Successful calls shall be defined as those calls receiving an answer signal in the backward direction.

6. NEW SERVICES

- 6.1. JT or the Licensee may, at any time, request from the other an agreement to interconnect their respective Networks for the provision of any service or facility which the other provides either to itself or under an Interconnect Agreement with another Licensee. Such requests shall be clearly marked as a request for a new service pursuant to this clause 6.
- 6.2. Following a request pursuant to clause 6.1, JT or the Licensee shall, in accordance with the provisions of Clause 1.5.8, offer the other the service or facility on its then current standard terms subject to notification being provided to the TRC.
- 6.3. If the Licensee requests from JT an offer for interconnection for the provision of a service which JT is obligated to provide under the terms of the Interconnection Guidelines, JT and the Licensee shall enter into good faith negotiations for the provision of such service.
- 6.4. The Requesting Licensee shall provide the Requested Licensee with a written statement of its requirements at the time of its request, the Requested Licensee shall acknowledge receipt of such requests not later than 5 (five) working Days after receipt.
- 6.5. Not later than 1 (one) Month, unless otherwise agreed by JT and the Licensee, after receipt of statement of requirements, the Requested Licensee shall confirm whether the statement of requirements is sufficient. If not, the Requested Licensee shall request any further clarification it may reasonably require.
- 6.6. Subject to the Requesting Licensee's statement of requirements being sufficient, the Requested Licensee shall confirm in writing whether it accepts an obligation to enter into an agreement not later than 2 (two) Months after the receipt of the statement of requirements unless otherwise agreed by the Licensees.
- 6.7. If the Requested Licensee does accept an obligation to do so, JT and the Licensee shall endeavour to agree the technical and commercial aspects of interconnection within 120 (one-hundred-and-twenty) Calendar Days after receipt of the statement of requirements.
- 6.8. If the Requested Licensee does not accept an obligation, a Dispute may be deemed to have arisen between the Licensees, and the Licensees may invoke the provisions of clause 17 hereof. Negotiations to agree terms for interconnection should nevertheless continue pending resolution of the Dispute.

- 6.9. If the request is for a new interconnect service, the agreed technical and commercial terms shall be incorporated into a revision to this Reference Interconnect Offer and submitted to the TRC for approval.
- 6.10. Should JT launch a new retail service, JT undertakes to update this Offer by issuing a Service Schedule detailing the terms and conditions of a corresponding interconnection service, at least 1 (one) month in advance of the launch of the retail service. The Interconnection Agreement between JT and the Licensee may be amended as necessary.
- 6.11. Any withdrawal of an interconnection service shall be notified to the TRC with explanation and timeline and to the Licensee at least 1 (one) month in advance of the proposed date of withdrawal. Withdrawal of the service shall be deemed to have been approved no earlier than 1 (one) month after such notification provided the TRC does not issue an instruction to the contrary before the end of the said notice period.

7. MEASUREMENTS OF TRAFFIC VOLUME

- 7.1. The responsibility for traffic volume measurements shall reside with the Billing Licensee responsible for that particular Interconnect Service.
- 7.2. Both JT and the Licensee shall ensure that it records measurements of traffic volumes in sufficient detail to meet its obligations as outlined in the Service Schedules attached hereto.

8. BILLING AND PAYMENT

- 8.1. JT and the Licensee shall bill and reimburse the other in accordance with the procedures outlined in Annex B.
- 8.2. The charges in this Offer are exclusive of government taxes unless such charges are stated to be inclusive of government taxes. However government taxes shall be charged on invoices resulting from an acceptance of this Offer.
- 8.3. Invoices are due and payable in Jordanian Dinar. Invoices are payable within 30 (thirty) Calendar Days (the Due Date) from the date of dispatch of the invoice.
- 8.4. JT and the Licensee shall provide to the other, invoices of all amounts due to it, calculated in accordance with the Price List.

9. BANK GUARANTEE

- 9.1. The Licensee shall provide JT with an unconditional bank guarantee the value and terms of which shall be agreed upon by JT and the Licensee in the Interconnection Agreement. This amount shall not exceed the value of the 4 (four) most recent months' actual invoices for interconnection services, or the

value of the next four months' anticipated invoices for interconnection services, whichever is the greater. The bank guarantee, including its value, shall be maintained at all times, unless otherwise agreed between JT and the Licensee, according to this criteria until the Licensee's financial obligations under the Interconnection Agreement are fully satisfied.

9.2. Notwithstanding clause 9.1, in the event that the Licensee fails to maintain the bank guarantee in accordance with clause 9.1 above, any subsequent serving of a Breach Notice by JT shall require such breach to be remedied by the Licensee within 5 (five) working days.

10. NETWORK DESIGN AND PLANNING

- 10.1. Network design and planning of the Network Interconnect shall be in accordance with the Network Plan as agreed between JT and the Licensee. The Network Plan shall relate to the next 2 (two) years.
- 10.2. The Network Plan shall be reviewed and updated by JT and the Licensee on an annual basis and agreed by both Licensees by the 1st of April of each year, unless a more frequent review is agreed between JT and the Licensee.
- 10.3. In addition to the production of the Network Plan, JT and the Licensee shall revise the forecasts for existing Interconnect Links as per the procedure set out in Annex E. The forecast shall be included in the Network Plan and updated in accordance with the procedure at Annex E.
- 10.4. The forecasts provided between JT and the Licensee represent the good faith expectations of the Licensees of their capacity requirements on the Interconnect. In the event that actual capacity activation should be less than that forecast, no punitive penalty shall be incurred by either JT or the Licensee. For the avoidance of doubt, JT and the Licensee reserves the right to recover, from each other, its unavoidable costs incurred as a result of the shortfall in capacity ordered, according to the forecasting procedures set out at Annex E, by JT or the Licensee. In the event that one Licensee should request activation of capacity beyond that forecasted, the other Licensee shall use reasonable endeavours to meet this requirement.

11. NETWORK ALTERATION AND DATA MANAGEMENT AMENDMENT

- 11.1. At least 1 (one) calendar months' notice shall be provided by the Requesting Licensee for each Network Alteration request. The Requested Licensee shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within 1 (one) calendar month of receipt of a Network Alteration request.
- 11.2. Where the network alteration is agreed or where the alteration is part of a planned upgrade programme, each Licensee shall pay its own costs for changing its system to continue to convey calls.
- 11.3. Network Alterations shall be carried out within the timescales laid down in this clause. If a Requested Licensee believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Requesting Licensee shall be advised within 2 (two) weeks of receipt of the request. In these circumstances JT and the Licensee shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per clause 17.
- 11.4. JT and the Licensee shall endeavour to minimise the number of Data Management Amendments in each other's Network by minimising the level of

digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information.

- 11.5. In order to ensure the timely implementation of Data Management Amendments, notice of Data Management Amendments shall be provided by the Licensee requesting the amendment at least 2 (two) calendar months in advance of the requested implementation date.
- 11.6. Data Management Amendments shall be carried out within the time-scales laid down in this clause. If a Requested Licensee believes that it is not in a position to proceed with the requested Data Management Amendment, either within the timescales requested or in any circumstances, the Requesting Licensee shall be advised within 2 (two) Weeks of receipt of the request. In these circumstances JT and the Licensee shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per clause 17 hereof.
- 11.7. Data Management Amendments required to activate new geographic Customer Number Ranges or standard mobile subscriber number ranges as defined in the National Numbering plan and allocated or amended by the TRC shall be carried out on a free of charge basis.
- 11.8. In relation to all other Data Management Amendment requests, where it is jointly agreed as being to the mutual and proportionate benefit to both JT and the Licensee, or where there is a financial benefit accruing to the Requested Licensee, it shall be carried out on a free of charge basis.

12. NETWORK SAFETY AND PROTECTION

- 12.1. Each Licensee is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Offer to ensure that its Network does not:
 - 12.1.1 Endanger the safety or health of employees, contractors, agents or customers of the other Licensee; or
 - 12.1.2 Damage, interfere with or cause any deterioration in the operation of the other Licensee's Network.
- 12.2. Neither JT nor the Licensee shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the TRC.

13. NUMBERING

- 13.1. Each Licensee shall use numbers in accordance with the Numbering Plan.
- 13.2. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the Interconnection Guidelines.
- 13.3. JT and the Licensee's number ranges shall be detailed in the Network Plan.

14. QUALITY OF SERVICE

- 14.1. JT shall provide Interconnection Services at the same quality of service level as for similar services provided to JT retail operation.
- 14.2. For call conveyance services, JT and the Licensee shall use their reasonable endeavours to meet the target grade of service as specified in the Service Level Offer. For specific routes, and in accordance with the Interconnection Guidelines, the target grade of service for specific routes can be varied from the standard and agreed between JT and the Licensee as set out in the Network Plan.
- 14.3. JT and the Licensee shall use their reasonable endeavours to meet the Quality of Service measures set out in the Service Level Offer for elements of the calls carried on their network.
- 14.4. A period of 2 (two) weeks of the specified Grade of Service being persistently breached on a particular interconnect link shall require a review of the network routing and interconnection capacity to be reviewed by JT and the Licensee within 1 (one) calendar month.

15. PROVISIONING, OPERATION AND MAINTENANCE

- 15.1. The procedures for the installation and testing of the initial Interconnect as well as for the continued operation and maintenance thereof shall be governed by the provisions of the Operations and Maintenance Manual.

16. PROVISION OF INFORMATION

- 16.1. Subject to the obligations of JT or the Licensee's confidentiality to a Third Party, either may request, and the other shall provide, information on protocols in use by that other Licensee which are required for interconnection, conveyance of Calls or the provision of services specified in this Offer if such other Licensee has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.
- 16.2. Notwithstanding any provision of this Offer JT or the Licensee shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure and JT or

- the Licensee, as appropriate, have taken all reasonable steps to secure the consent of such Third Party.
- 16.3. The Disclosing Licensee shall use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 16.4. JT and the Licensee shall disclose information in accordance with this clause 16 on a non-discriminatory basis and each shall provide the same information to the other as it does to those licensees with whom it interconnects.
- 16.5. Subject to clause 24 hereof, the Receiving Licensee shall indemnify the Disclosing Licensee and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Licensee to comply with any reasonable conditions imposed and expressly identified and notified to Receiving Licensee, including those relating to confidentiality as per clause 20, by the Disclosing Licensee at the time when the information was provided.
- 16.6. Nothing in this Offer shall require a Licensee to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Jordanian legislation or regulation

17. RESOLUTION OF DISPUTES

- 17.1. In the event of a dispute or difference arising between or amongst JT and the Licensee relating to or arising out of an interconnection agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of the agreement, JT and the Licensee shall meet within 10 (ten) working days of written notice of the dispute or difference from one Licensee to the other (or such longer time as mutually agreed by the Licensees in writing) to negotiate in good faith in an effort to settle such dispute or difference, and if the dispute or difference is not resolved to the Licensees' satisfaction within 5 (five) working days of the meeting (or such longer time as mutually agreed by the Licensees in writing), the Licensees shall proceed as follows:
- 17.2. Within 2 (two) working days, the dispute or difference shall be referred to a joint committee of the Licensees' respective chief executive officers or alternates appointed by them. The chief executive officers or appointed alternates shall use their best endeavours to settle or resolve the dispute or difference as expeditiously as possible, but in any event within a period 15 (fifteen) working days of the matter being referred to them (or such longer time as mutually agreed by the Licensees in writing);

- 17.3. Such dispute or difference shall be referred to the TRC for determination if either or both parties so request or in the alternative if both parties agree then the matter may proceed to arbitration.
- 17.4. During any dispute or difference the parties shall keep their networks connected for the provision of services and conveyance of calls between their respective networks. No party shall disconnect the other party's network without the prior approval of the TRC and any party seeking to bring about such disconnection may make representations to the TRC. The TRC shall give due consideration to the matter and may seek representations from the other party prior to making any determination regarding the disconnection of the said networks.

18. **ARBITRATION**

- 18.1. Notwithstanding the provisions of Section 17 above, the Licensees shall forthwith meet to attempt to settle such dispute or difference and failing such settlement within a period of 10 (ten) working days, the said dispute or difference may be submitted to arbitration by an arbitrator or arbitrators appointed as follows:
- 18.2. If the matter in dispute is principally:
- a) a legal matter, an impartial practising lawyer(s) of not less than 10 (ten) years standing;
 - b) an accounting matter, an impartial practising chartered accountant(s) of not less than 10 (ten) years standing;
 - c) a technical matter, an impartial telecommunications expert of not less than 10 (ten) years standing;
 - d) any other matter, an independent person(s) agreed upon between the parties;
 - e) If the parties fail to agree on an arbitrator within 10 (ten) working days after the arbitration has been demanded, the arbitrator shall be nominated at the request of either of the parties by the TRC;
- 18.3. Any Licensee may request that a dispute or difference in terms of Section 17 be referred to arbitration by giving written notice to that effect to the other Licensee
- 18.4. The arbitration shall be held immediately and with a view to its being completed within 15 (fifteen) working days after it is demanded.
- 18.5. The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each party in the outcome of the proceedings.

- 18.6. The decision of the arbitrator shall be binding on the parties to the arbitration after the expiry of a period of 30 (thirty) working days from the date of the arbitrators ruling and provided that no appeal has been lodged by any party to a competent court as provided for under the Jordanian Arbitration Law.

19. BREACH, SUSPENSION AND TERMINATION

- 19.1. If one Licensee's Network seriously and adversely affects the normal operation of the other Licensee's Network, or is a threat to any person's safety, the affected Licensee shall immediately inform the affecting Licensee and the TRC. The affecting Licensee shall take immediate action to resolve the problem and in the event that normal operation is not restored in 4 (four) hours or if the matter is extreme in terms of its impact on the Licensee's customers or the safety of personnel, the affected Licensee may suspend, to the extent necessary, such of its obligations under this Offer, and for such period as it may consider reasonable to ensure the normal operation of the affected Licensee's Network or to reduce the threat to safety. Such suspension shall be notified in writing to the TRC offices and by telephone to the TRC nominated contact point and may continue beyond 12 (twelve) hours unless the TRC instructs otherwise.
- 19.2. If either Licensee is in material breach of any Interconnection Agreement consequent upon this Offer (including failure to pay an undisputed sum due hereunder), the other Licensee may serve a written notice (the "breach notice") on the Licensee in breach specifying the breach and the time limit for such breach to be remedied. If the Licensee in breach fails to remedy the breach within 28 (twenty-eight) Calendar Days, or such longer period as specified in the breach notice, the Licensee not in breach may, until such breach is remedied, suspend performance of such of its obligations made under the said Interconnection Agreement as is reasonable in the circumstances. Except in the case of failure to pay an undisputed sum due hereunder or a failure to maintain the bank guarantee in accordance with clause 9.1, the Licensee in receipt of the breach notice may raise a Dispute under clause 17. In such circumstances the breach notice and any suspension or termination consequent upon this shall be in abeyance until the Dispute is resolved and will be withdrawn if required by the outcome of any Dispute resolution process. In all cases where a breach notice is issued the Licensees shall immediately notify TRC in writing.
- 19.3. If the Licensee in breach fails to remedy the breach within the period stated in the breach notice, the Licensee not in breach may terminate the Interconnection Agreement with the Licensee in breach on 3 (three) Calendar Months' written notice provided always that if the Licensee in breach remedies the breach within such 3 (three) Months' notice period, the Interconnection Agreement shall not be terminated as a result of such notice. Such termination shall be notified in writing to the TRC at least 28 (twenty-eight) Calendar

Days prior to the end of the foregoing notice period and may be implemented unless the TRC instructs otherwise.

19.4. The Interconnection Agreement may be terminated by either Licensee by written notice forthwith (or on the termination of such other period as such notice may specify) if any one of the following occurs:

19.4.1 The other Licensee ceases to be a Licensed operator; or

19.4.2 The other Licensee is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed or judicial manager has been appointed over the whole or substantial part of its assets or property, or any action is taken by any creditor of the other Licensee to recover, realize or enforce any security over any assets of the other Licensee or to enforce any judgment against the other Licensee.

19.5. In the event that the Interconnection Agreement is terminated:

19.5.1 All sums due or accrued or payable to each Licensee under the Interconnection Agreement up to the effective date of termination and all sums due or payable to each Licensee shall upon termination become immediately due and payable to that Licensee; and

19.5.2 Each Licensee shall within a reasonable time, but not more than one month later, return to the other Licensee at its own expense all equipment, facilities, plant and other property of the other Licensee used under the Interconnection Agreement in good working condition, fair wear and tear only excepted; and

19.5.3 Each Licensee shall within a reasonable time, but not more than one month later, remove all of that Licensee's equipment, facilities, plant and other property located on the other Licensee's premises used under the Interconnection Agreement; and

19.5.4 Any bank guarantee that has been established pursuant to the Interconnection Agreement shall be cancelled by the Licensee in whose favour such bank guarantee is made, subject to the fulfilment of the obligations set out in this clause 19.5.

19.6. If one month after the expiry of the Interconnection Agreement, a Licensee fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Licensee (or a Third Party

- appearing to have control of a site where such equipment is situated) the first Licensee may demand reasonable compensation from the other Licensee which shall be paid by the other Licensee within 10 (ten) Calendar Days of the date of the demand.
- 19.7. A Licensee shall be entitled to charge the other Licensee all reasonable costs incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property which the other Licensee has failed to return under clause 19.5.2 within one month of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.
- 19.8. A Licensee may remove the other Licensee's equipment, facilities, plant and other property located on its premises if not removed by the other Party within one month after the date of termination.
- 19.9. On termination of the Interconnection Agreement, each Party must, at its own expense, deliver to the other Party or, if not possible, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 19.10. Termination of the Interconnection Agreement shall not be deemed a waiver of a breach of any term or condition of the Interconnection Agreement and shall be without prejudice to a Licensee's rights, liabilities or obligations that have accrued prior to such termination.
- 19.11. Notwithstanding the termination of the Interconnection Agreement certain sections as shall be specified in the Interconnection Agreement shall continue in full force and effect.
- 19.12. A Licensee's right to terminate or suspend performance of the Interconnection Agreement in accordance with this clause 19 is without prejudice to any other rights or remedies available to that Licensee.

20. CONFIDENTIALITY

- 20.1. JT and the Licensee shall conclude a confidentiality agreement as part of the Interconnection Agreement. This will follow normal practice and provide for the non-disclosure of confidential information to third parties except to the TRC and as provided for under Jordanian Law.
- 20.2. Information provided by one Licensee to the other for the purposes of interconnection shall only be used by that Licensee for the purposes of interconnect and shall not be made generally available within the other Licensee's company.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1. Except as otherwise expressly provided in this Offer or the Interconnection Agreement, all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether registered or not) and all other intellectual property rights (intellectual property) shall remain in the ownership of the person creating or owning the same and nothing in this Offer or the Interconnection Agreement shall confer or be deemed to confer on either Licensee any rights or licences in the intellectual property of the other Licensee or of any third party.
- 21.2. Without prejudice to section 21.1, neither Licensee shall be entitled to use any trademarks or service marks (whether registered or not) of the other Licensee in any document or other medium, without the prior written consent of the other Licensee.

22. REVIEW

- 22.1. The RIO and any interconnection agreement consequent upon it shall be reviewed and updated periodically following agreement by the TRC. JT and / or the Licensee may seek to amend the Interconnection Agreement by serving on the other a review notice if:
 - 22.1.1 Either Licensee's licence is materially modified (whether by amendment or replacement); or
 - 22.1.2 Any obligations contained within the Interconnection Guidelines are materially altered; or
 - 22.1.3 A material change occurs in the law or regulations governing telecommunications in Jordan; or

- 22.1.4 The Interconnection Agreement makes express provision for a review or the Licensees agree in writing that there shall be a review; or
- 22.1.5 A material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Offer or any Interconnection Agreement made pursuant to it
- 22.2. A review notice shall set out in reasonable detail the issues to be discussed between JT and the Licensee.
- 22.3. A Licensee may initiate a general review of the Interconnection Agreement by serving a review notice during the period of 3 (three) Months commencing from the effectiveness date of the RIO.
- 22.4. The charges for Interconnect Services set out in the Price List shall, in any case, be reviewed on an annual basis commencing on 1st of April to be applied on 1st of July of each year. Any changes shall be approved by the TRC.
- 22.5. A review shall take place immediately following the TRC mandated changes to this Offer in order to incorporate these mandated changes into this Offer and the Interconnection Agreement. Any such changes shall be effective based on the timeframes as set out in the revised Offer.
- 22.6. Upon service of a review notice, JT and the Licensee shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to the Interconnection Agreement.
- 22.7. For the avoidance of doubt, JT and the Licensee agree that notwithstanding service of a review notice, the Interconnection Agreement shall remain in full force and effect.
- 22.8. If JT and the Licensee fail to reach agreement on the subject matter of a review notice the provisions of clause 17 hereof shall apply.
- 22.9. JT and the Licensee shall enter into an agreement to modify or replace the Interconnection Agreement in accordance with what is agreed between the Licensees and subject to the TRC's approval.

23. FORCE MAJEURE

- 23.1. Neither JT or the Licensee shall be liable for any breach of the Interconnection Agreement caused by act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with

- law, regulations or demands of any Government or Governmental agency, , fire, lightning, explosion, flood, earthquake, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Licensee is responsible or any other cause outside its reasonable control and any such event or circumstance is considered as force majeure.
- 23.2. A Licensee whose obligations under the Interconnection Agreement are affected by force majeure shall promptly notify the other of the estimated extent and duration of the effects of force majeure (“Force Majeure Notification”).
- 23.3. Upon cessation of the effects of force majeure, the Licensee affected in its ability to perform its obligations under the Interconnection Agreement shall promptly notify the other Licensee.
- 23.4. If as a result of force majeure, the Licensee is prevented to perform its obligations under the Interconnection Agreement, that Licensee shall, subject to the provisions of clause 23.6, perform those of its remaining obligations not affected by force majeure. In performing those of its obligations not affected by force majeure, the Licensee initially affected by force majeure shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Licensee.
- 23.5. To the extent that a Licensee is prevented as result of a force majeure from providing all of the services or facilities to be provided under this Offer, the other Licensee shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 23.6. Following a Force Majeure Notification and if the effects of such force majeure continue for:
- 23.6.1 a continuous period of not more than 6 (six) Months from the date of the Force Majeure Notification (whether or not notice of cessation has been given pursuant to clause 23.3) any obligation outstanding shall be fulfilled by the Licensee initially affected by force majeure as soon as reasonably possible after the effects of force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Licensee;
- 23.6.2 a continuous period of 6 (six) Months or more from the date of the Force Majeure Notification (and notice of cessation has not been given pursuant to clause 23.3), the Licensee receiving the Force Majeure Notification shall be entitled (but not obliged) to terminate the Interconnection Agreement by giving not less than

30 (thirty) working Days written notice to the other Licensee, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Licensee receiving the Force Majeure Notification prior to the expiry of the 30 (thirty) working Days notice. If the Interconnection Agreement is not terminated in accordance with the provisions of this clause 23.6.2, any obligations outstanding shall be fulfilled by the Licensee initially affected by force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Licensee.

24. LIMITATION OF LIABILITY

- 24.1. This clause 24 shall regulate the liability of one Licensee to the other under this RIO.
- 24.2. In performing their obligations under the Interconnection Agreement, the Licensees shall exercise the reasonable skill and care of a competent telecommunications operator/provider of the service and to comply with its obligations under the Interconnection Agreement.
- 24.3. Subject to clauses 24.5 and 24.6, neither Licensee shall be liable to the other Licensee (whether in contract under statute or otherwise for any cause other than for wilful or deliberate breach, negligence, acts or omissions) for:
- 24.3.1 Any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
- 24.3.2 Any other consequential or indirect liability, loss or damage, suffered by the other Licensee and arising from or in connection with the Interconnection Agreement.
- 24.4. Subject to clauses 24.2 and 24.3, if a Licensee (“Breaching Licensee”) is in breach of any of its obligations under the Interconnection Agreement (excluding obligations arising under the Interconnection Agreement to pay monies in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty), the Breaching Licensee’s liability to the other Licensee shall be limited to JD 100.000 (one-thousand Jordanian Dinars) for any one event.
- 24.5. Neither Licensee limits its liability for death or personal injury caused by its own negligence.
- 24.6. Neither Licensee shall be liable to the other to the extent that liability is incurred in connection with an action, claim or demand brought or made

against the other Licensee in relation to an act or omission relating to or arising out of the Interconnection Agreement by a Third Party to whom the other Licensee provides a telecommunication service under a contract, where that liability could legally have been excluded or where that liability could legally have been reduced in that contract by the other Licensee.

- 24.7. Each provision of this clause 24 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 24.8. For the avoidance of doubt, neither Licensee shall be liable for any breach of the Interconnection Agreement caused by the delay or failure of any supplier to deliver equipment to that Licensee at the prescribed time.

25. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 25.1. Without prejudice to the Licence Agreement no rights, benefits or obligations made under an Interconnection Agreement may be assigned or transferred, in whole or in part, by a Licensee without the prior written consent of the other Licensee, such consent not to be unreasonably withheld.
- 25.2. The assigning Licensee shall give notice to the other licensee of any assignment permitted to be made with the other licensee's consent as soon as practicable. No assignment shall be effective without the prior written consent of the TRC.

26. NOTICES

- 26.1. A notice shall be duly served if:
 - 26.1.1 delivered by hand, and exchanged for a signed receipt, at the time of actual delivery;
 - 26.1.2 sent by facsimile, upon its receipt being confirmed;
 - 26.1.3 sent by recorded delivery post, 6 (six) Calendar Days after the Day of posting.
- 26.2. Except if otherwise specifically provided all notices and other communications relating to an acceptance of this Offer shall be in writing and shall be sent as follows:

If to the Licensee:

Interconnect Manager	Telephone	[]
The Licensee.	Facsimile	[]

Email []

If to *JT*:

Interconnect Manager,	Telephone	[]
Carrier Services	Facsimile	[]
<i>JT</i>	Email	[]

or to such other addresses as the Licensees may notify from time to time pursuant to this clause 26. Both Licensees dispense with the requirement for notarial notices under the Laws of Jordan.

27. WAIVER

27.1. The waiver of any breach of, or failure to enforce, any term or condition resulting from an acceptance of this Offer shall not be construed as a waiver of any other term or condition of this Offer. No waiver shall be valid unless it is in writing and signed on behalf of the Licensee making the waiver.

28. SEVERABILITY

28.1. The invalidity, unenforceability of any provision in the Interconnection Agreement shall not affect the validity or enforceability of the remaining provisions.

29. AMENDMENTS

29.1. Amendments and supplements to those elements of the Offer required by the Interconnection Guidelines, including its Annexes, Appendices and Service Schedules, shall be issued with not less than 28 (twenty-eight) days notices subject to the approval of the TRC.

30. GOVERNING LAW

30.1. The interpretation, validity and performance of any Interconnection Agreement pursuant to this Offer shall be governed in all respects by the laws of Jordan, including the Telecommunications Law.

31. DURATION

31.1. This Offer shall take effect as from [17th August 2003] and shall continue in effect until superseded by a revised Offer approved by the TRC.