

APPENDIX A

Pursuant to the processes of reviewing RODA and the analysis, of the comments of respondents to the public consultation, as well as CITC's benchmarking of international best practice, CITC directs STC to integrate the following amendments to the STC's RODA:

A. Amendments to the RODA Primary Document

1. Amend Clause 8.7 so that the timeframe for the parties to agree on the technical and commercial aspects for Data Access Services is reduced to 90 days.
2. Amend Clause 12.2 as follows:

“Neither STC nor the Other Licensed Operator 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 CITC in accordance with Chapter 12 of the Bylaw.”
3. Amend Clause 13.5 and other relevant clauses to use the defined term “Disclosing Party”, rather than the undefined term “Disclosing Licensed Operator”,
4. Amend Clause 13.6 and other relevant clauses to use a new defined term “Receiving Party”, rather than the undefined term “Receiving Licensed Operator”.
5. Amend Clause 13.6 as follows:

“Subject to Clause 19 hereof, Limitation of Liability, hereof, the Receiving ~~Party Licensed Operator~~ shall indemnify the Disclosing Party ~~Licensed Operator~~ and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving ~~Party Licensed Operator~~ to comply with ~~any reasonable conditions imposed and expressly identified and notified to Receiving Licensed Operator, including those relating to its~~ confidentiality obligations as per this Clause 13, ~~by the Disclosing Licensed Operator at the time when the information was provided.~~”
6. Amend Clause 14.3 so that it includes a principle that dispute resolution is without prejudice to other rights and remedies, including interim protective measures (where applicable), that may be available in the Act, the Bylaws or other legislation.
7. Amend Clause 15.1 as follows:

“[...] The affecting Licensed Operator shall take immediate action to isolate and resolve the problem and in the event that normal operation is not restored in a reasonable period of time or if the matter is extreme, the affected Licensed Operator may suspend, to the extent necessary, such of its obligations under this RODA, and for such period as it may consider

reasonable to ensure the normal operation of its Telecommunications System or to reduce the threat to safety. Such suspension(s) shall be notified in writing to both the Other Licensed Operator ~~in potential breach~~ and the CITC and may continue unless the CITC instructs otherwise or the problem is resolved.”

8. Amend Clause 15.4 as follows:

“If the Licensed Operator in breach fails to remedy the breach within ~~the period stated in the breach notice~~ thirty (30) Calendar Days of receipt of the breach notice, the affected Licensed Operator may, terminate the Data Access Services Agreement with the Licensed Operator in breach on three (3) Calendar Months’ written notice to both the Licensed Operator in breach as well as the CITC. [...]”

9. Amend Clause 15.6 as follows:

~~“Either Licensed Operator~~ The OLO may terminate the Data Access Services Agreement by giving at any time to ~~the other~~ STC not less than twenty four (24) Calendar Months written notice.”

10. Amend Clause 18.1 as follows:

“Neither STC nor the Other Licensed Operator [...] industrial disputes of any kind (whether or not involving either STC’s or the Other Licensed Operator’s employees; provided that in circumstances where the industrial dispute involves its own employees, the party relying on the force majeure has taken all reasonable actions to prevent such industrial disputes from arising), fire, lighting [...]”

B. Amendments to RODA Annex A

1. Amend the definition of “Dispute” as follows:

“A disagreement between the two parties pursuant to the Data Access Services Agreement ~~(excluding breaches)~~.”

2. Amend the definition of RODA as follows:

“A Reference ~~Data Access~~ Offer for Data Access (RODA) is a [...]”

3. Amend the definition of “Survey” as follows:

“This is a full and complete survey carried out by a professional surveyor who is [...]”

4. Amend the Annex to include definitions for both ‘Line Conditioning’ and ‘Network Conditioning’

5. Add a new term “Receiving Party” defined as follows: “A party receiving information from a Disclosing Party.”

6. Amend the relevant provisions in the RODA so that it is clear that where reference is made to DSLAMs, this term also includes DSLAM functions built into Multi-Service Access Nodes (MSANs).

C. Amendments to RODA Annex B

1. Amend Clauses 2.1.4, 2.2.3 and 2.3.4 as follows:

“[the Service] will be invoiced and ~~payable~~ chargeable as of the date of STC's handover of the Service.”

2. Amend Clauses 2.4.1, 3.3.5, 3.3.7, 3.3.8, 3.4.2 and 3.4.3 to reduce the percentage of discrepancy at which the reconciliation process is activated to 0.5% or SAR 10,000.
3. Amend Clause 3.3.8 and all other relevant clauses to replace “payable” with “be paid”.
4. Amend Clause 3.3.3 as follows:

“The Other Licensed Operator should submit a request for recalculation of that invoice within three (3) Weeks from the date of receipt of the Billing Information relating to that invoice. The Technical Review Committee or appointed billing sub committee from both parties will meet within one (1) Week of such a request and use best efforts to reconcile the reports in a timely manner.”

D. Amendments to RODA Annex C

1. Amend Clause 1.4 (Part B) as follows :

“Spectrum Management and spectral compatibility is an area subject to study by several telecommunications authorities, with a view to introducing new industry standards. The specifications given under Clause 3 of this Section will be the subject of periodic reviews by STC, ~~at which time any new standards will be incorporated where appropriate.~~ Where any changes are proposed by STC in consultation with OLOs, such changes shall be incorporated into this Annex, after review and approval by CITC.”

2. Amend Attachment 3 as follows:
 - add a specification of the power and environmental conditions that STC will supply within collocation areas; and
 - amend the relevant clauses to delete the requirement for OLOs to provide STC with “Proof of Compliance” in relation to equipment standards, and replace it with a requirement for the OLOs’ to provide a self-declaration of compliance.

E. Amendments to RODA Annex D

1. Amend Clause 1.3.1 as follows:

“Each party will provide the other party with advance information about such planned introduction, closure, replacement or modification of or to any ADSL Service site (insofar as it is relevant to the provision of Data Access Services). STC will provide the same information to each party as it does to its own business units and affiliates.”

2. Amend Clause 1.3.2 as follows:

“Each party will provide the other party with advance information about such proposed alterations and upgrades to their network which will make it necessary to change the other party’s network in order to maintain the Data Access Services provided by STC to the Other Licensed Operator. All parties will enter into negotiations in good faith concerning all proposed alterations with a view to minimising disruption to service, avoiding stranded investment and maximising opportunities to improve services. Such negotiations shall take place in the context of the Joint Technical Review Committee.”

3. Amend Clause 1.3.3 to read as follows:

“Any changes planned or likely to take place within 2 years will be notified ~~as soon as the proposal becomes firm~~, stating the degree to which they are firm, and definite alterations shall be notified not less than seven (7) Calendar Months prior to the implementation of the alteration. All notified changes will be incorporated in Attachment 8 to Annex H.”

F. Amendments to RODA Annex E

1. Amend this Annex as follows:

- Clause 1.1 (Parts A and B) (and any other paragraphs in Annex E that relate to the duration of short-term forecasts) shall be amended to a 3 month forecast (instead of 6 months);
- Clause 3.1 (Part B) (and any other paragraphs in Annex E that relate to the duration of long-term forecasts) shall be amended to a 12-month forecast (instead of 18 months); and
- Attachments 1-4 shall be amended to require only 3 monthly forecasting periods (instead of 6) at each submission.

2. Amend Clause 2.2 (Part B) as follows:

“The initial 'six months' forecast is required to ~~begin~~ be submitted four months prior to the first Local Loop Sharing Service order, or during the

initial contract signature stage whichever is the sooner, and is updated quarterly as described.”

3. Amend this Annex so that tolerance in forecasts is measured over any given 3 month forecast period and make any related amendments to this Annex in accordance with that.
4. Amend Clause 1.3 (Part C) as follows:

“However, in order to meet the needs of OLO's requesting ADSL DSLAM Site Sharing space in a fair and reasonable manner and to discourage anti-competitive behaviour, STC reserves the right to reclaim reserved site area space for a ADSL DSLAM Site Sharing facility, that is seen to be unused ~~after~~ for 12 Calendar Months.”

G. Amendments to RODA Annex F

1. Amend Schedule 1.1 and any other relevant sections of the RODA to:
 - Offer the 128Kb/s, 256 Kbit/s, 512Kbit/s, 1Mbit/s wholesale Bit Stream services at the prices shown in table 1 below
 - Offer 2Mbit/s, 4Mbit/s, 8Mbit/s wholesale Bit Stream services at the prices shown in table 1 below;
 - Offer 10Mbit/s, 16Mbit/s and 20Mbit/s wholesale Bit Stream services at the prices shown in table 1 below and submit the amended RODA for approval within 11 months from the date of this Decision. Such prices shall become effective within 12 months from the date of issuance of this Decision;
 - When STC offers any new Bitstream service or modifies any existing service to its subscribers, it must amend this Annex and any other relevant clauses in the RODA to enable other operators to benefit from this service (in a manner similar to what is offered by STC to its own customers) and to submit such amendments to the CITC for approval. That should be done before (or with) the application for approval of the proposed retail tariff for this service to the CITC.
 - Amend this Annex to include prices for wholesale Bit Stream as follows:

Table 1

Service Speed	STC Monthly Wholesale Price
128 Kbps	68
256 Kbps	72.0
512 Kbps	82
1 Mbps	98

2 Mbps	108.0
4 Mbps	116
8 Mbps	120.0
10 Mbps	130.0
16 Mbps	145.0
20 Mbps	155.0

2. Amend Schedule 2.1 to reduce the price of the Line Sharing rental to 20 SAR per month.
3. Amend Schedule 2.2 to:
 - offer preliminary and final site surveys, at standard RODA prices, even if the service provider is not yet subject to a Data Access Services Agreement;
 - provide an Attachment to this Annex listing any prices that have been submitted to or agreed with any other operator .
4. Amend Schedule 2.1 to provide a price for the option where the OLO constructs and uses its own Bit Stream Access Link, terminating on the STC Edge Site building using an appropriate form of interconnection.
5. Amend the relevant provisions of the RODA, including in Clause 3.2.1 of this Annex, to introduce a new term ‘Line Conditioning’ to replace ‘Network Conditioning’ when activities on a single DSL line are being referred to, by replacing the word “network” with the word “line”, as appropriate.

H. Amendments to RODA Annex G

1. Amend this Annex to offer the option for the OLO to construct and use its own Bit Stream Access Link and for this to be terminated at the STC Edge Site using an appropriate form of interconnection.
2. Amend this Annex to offer Dedicated or Co-Mingled collocation at sites where in-building collocation is offered in the RIO or where such collocation has actually been provided and to integrate any consequential amendments to the annex necessary to give effect to such Dedicated or Co-Mingled Collocation service.
3. Amend this Annex to introduce Distant Collocation, in addition to the current “Adjacent Collocation” (subject to it being found to be technically feasible after survey) and to integrate any consequential amendments to the annex necessary to give effect to such Distant Collocation service.
4. Amend Clause 3.8 (Schedule 1.1) as follows:

“STC will endeavour to offer a contention ratio ~~falling not below 40: of~~ 40:1 or better that aligns with that offered by STC in its retail broadband products.”

5. Amend Clause 4.3 (Schedule 1.1) as follows:

“The initial order shall be no less than ~~30,000-4,000~~ lines to be activated over a year (~~7,500-1,000~~ target activation per quarter). ~~The Bit Stream Service is to be ordered in multiples of 1,000.~~”

6. Amend this Annex to reflect the correct reference to ‘4.5a or 4.5b’ in Clause 4.7 of Schedule 1.1 and replace ‘and’ by ‘or’ in Clause 4.6 in each of Schedules 1.2, 2.1 and 2.3 of this Annex.

7. Amend Clause 3.16 (schedule 2.1) as follows:

“STC reserves the right to reject the request of the OLO where such equipment, in STC’s opinion, causes potential harm or incompatibility of operation to the STC Network, ~~and has not been type approved by CITC~~ subject to confirmation by CITC.”

8. Amend Clause 3.17 (Schedule 2.1) as follows:

“The ADSL DSLAM Site Sharing facility is provided to the OLO for the purpose of providing accommodation for equipment installed to provide ADSL service to Subscribers via the Local Loop Sharing Service, i.e. the DSLAM units and any other equipment necessary for the purpose of the Local Loop Sharing Service or its backhaul. OLOs are therefore not permitted to house equipment in the ADSL DSLAM Site Sharing space that is not for this purpose.”

9. Delete Clause 5.1(c) in Schedule 2.1.

10. Amend Clause 3.6 (Schedule 2.2) as follows:

“For the avoidance of doubt, the first OLO will pay 100% of the plan and build cost of the ADSL DSLAM Site Sharing Facility. The second OLO will pay 50% of the original plan & build costs to the first OLO. The third OLO will pay 16.66% of the original plan and build costs to the first two OLO’s. This process will continue for further, subsequent, OLO’s so that at every stage, all OLOs have paid an equal proportion of the original plan and build costs.”

11. Amend Clause 3.17 (Schedule 2.2) as follows:

“The Requesting Other Licensed Operator has no rights to assign to a third party outside the Requesting Other Licensed Operator’s corporate group in whole or in part the license in respect of the ADSL DSLAM Site Sharing Space or to sub-let the Site Sharing Space at the STC Exchange Overall Site; provided that, in case of permitted assignment or sub-let, the assignor or sublessor remains responsible for any breach of

the assignee's or sub-lessee's obligations or responsibilities under the applicable licence."

I. Amendments to RODA Annex H

1. Amend Clause 1.13 (Part B) as follows:

"The OLO acknowledges that there is a maximum number of Subscriber activations that can be carried out in any one day. This constraint will be shared by all OLOs and STC during the Joint Technical Review Committee Meetings."

2. Amend Attachment 8 to show which sites have had Preliminary Surveys or Final Surveys performed or have had facilities constructed and to provide the Attachment to OLOs on request.
3. Amend this Annex (in particular but not exclusively Part B Clause 4.10 and Part D Clause 2.4) to include, for both Bit Stream and Line Sharing Services, that no service request will be refused based on the presence of an existing service on a subscriber line.

J. Amendments to RODA Annex I

1. Amend this Annex to reduce the delivery times for STM-1 links to 20 weeks for new orders and to 8 weeks for repeat orders immediately (and to 7 weeks after one year from the issuance date of this decision).
2. Amend this Annex to provide for an immediate improvement to 99.4% availability for Bit Stream Access Links and the Line Sharing Backhaul service, 99.6% availability after one year of the Decision and 99.8% after 2 years.
3. Amend this Annex to include the following new parameter:

"Fault rate for Bit stream Access Service and Line Sharing Service with a target of 50 reported faults per 1000 lines per quarter (full details are set out in Annex B1 to the Quality of Service Scheme)."
