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# REFERENCE OFFER FOR WHOLESALE BROADBAND ACCESS MARKET - BITSTREAM

From

**IPKO TELECOMMUNICATIONS LLC**



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## 1. PURPOSE AND SCOPE OF THE REFERENCE OFFER FOR BITSTREAM

1.1 The purpose of this Reference Offer ("RO") is to define the criteria and procedures for regulating the relationships between IPKO Telecommunications LLC ("IPKO") and the Beneficiary Operator regarding the provision of Bitstream Access, the Beneficiary Operator under the Authorization by ARKEP, as well as according to the definitions of Law No. 04 / L-109 "On Electronic Communications" and other regulatory acts in force.

1.2 The object of this Reference Offer is to provide Bitstream Access services to enable the Beneficiary Operator to offer end-users Internet services using access HFC network on IPKO's network infrastructure.

1.3. The Beneficiary Operator may have appropriate options for accessing the Bitstream in the IPKO network hierarchy specified in this Reference Offer, which may enable it to build economically viable business plans. Based on ARKEP's decision no. 1287, date 26.12.2018, IPKO has the obligation to provide broadband access (bitstream) in existing HFC network via cable.

1.4. On the basis of this IPKO will conclude an agreement on bitstream access Agreement through the HFC network and will provide for the operator-user services as described in Appendix 2 and the operator-user may purchase such services from IPKO at the wholesale level, in accordance with the prices defined in Appendix 3, so that they can use the IPKO's Network to provide retail services to its subscribers in Kosovo.

1.5. An access agreement concluded on the basis of this Reference Offer shall not be exclusive and both parties may enter into the same or similar type of cooperation services with third parties during the validity term of the concluded Agreement.

1.6 Pursuant to this access agreement concluded on the basis of this RO the operator-user may sell the services only to its registered subscribers, that is, to its own end users only, without the possibility of providing those services to third parties for the purposes of further commercial resale. Further, IPKO and the Operator-User can agree on the provision of additional services that are not subject to this RO, which will be provided on the basis of a separate commercial services agreement outside this RO.

## 2. LEGAL FRAMEWORK

The provisions of this Reference Offer are designed in accordance with: Law No. 04/L-109 on Electronic Communications, Article 1, Article 10 paragraph 5), Articles 30, 31, paragraph 1) paragraph 3.3) and paragraph 4.2) and 4.3) and Articles 33, 34, 35, 36, 37, 40 and 79 paragraph 1) (hereinafter referred to as the Law); Regulation No. 27 on Market Analysis, (ARKEP Ref. Prot. No. 039/B/14), Article 3, paragraphs 1), 3) and 4), Article 4, paragraph 3.13) (hereinafter referred to as the Regulation on Market Analysis), Regulation on Provision of Access, Prot No. 012/B/11 (hereinafter referred to as the Regulation on Access); Regulation on Interconnection, Prot No. 033/B/11; Regulation on full and shared unbundling of the local loop and sub-loop, Prot. No. 024/B/11 (hereinafter referred to as the Regulation on LLU); Directive No. 2002/21/EC of the European Parliament and of the Council of 7 March 2002 for electronic communications networks and services (Framework Directive), Recommendation of the European Commission (2003/311/EC), as amended by Directive 2009/140/EC, in conjunction with the Recommendation (2007/879/EC) followed by the one dated 17 December 2007 on relevant product and service markets within the electronic communications sector susceptible to ex ante regulation; the European Commission guidelines on market analysis and the assessment of significant market power under the Community regulatory framework for electronic communications networks and services (2002/C 165/03); Decision No. 950 on Analysis of Markets of Wholesale Broadband Access and Wholesale Unbundled Access - LLU (including shared access) to metallic loops and sub-loops for the purpose

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of providing electronic communication services and Definition of Operator with Significant Market Power, dated 15 March 2017 Prot No. 017/B/17, Decisions: No. 1033 Prot. No. 050/B/17, 1061 Prot No. 061/B/17 and 1168 Prot. No. 013/B/18; Report on Analysis of Markets of Wholesale Broadband Access and Wholesale Unbundled Access - LLU (including shared access) to metallic loops and sub-loops for the purpose of providing electronic communication services and Definition of Operator with Significant Market Power (hereinafter referred to as the Report); in accordance with the provisions of Article 13 paragraph 1 and 5 of the Statute of the Regulatory Authority for Electronic and Postal Communications (RAEPC).

### 3. DEFINITION OF TERMS/ESPRESSIONS

The following terms and expressions will have the following meaning:

**Operator**-An undertaking providing or authorized to provide a public telecommunications network or an associated facility.

**Access**- means the making available of an telecommunications infrastructure (including buildings), networks and/or services to another undertaking under defined conditions, on either exclusive or non-exclusive basis, for the purpose of providing electronic communications services.

**Effective competition**-A situation in a market where no undertaking is designated as significant market power.

**Relevant market**- the market in terms of services/products provided in particular geographic area as defined according the rules set in this Regulation.

**Electronic communications service**- a service that is usually provided with a payment, which is fully or partially obtained from the transmission of signals through electronic communications networks, including telecommunications services and broadcasting services in networks used for radio-television broadcasting and cable television networks, but excluding services that provide content through networks and electronic communications services or which exercise editorial control over the content provided for the broadcast, using networks or electronic communications services. It does not include information society services, which do not consist, in whole or in part, of the transmission of signals in electronic communications networks.

**Interconnection**- the physical and logical linking of public communications networks used by the same or a different undertaking in order to allow the users of one undertaking to communicate with users of the same or another undertaking, or to access services provided by another undertaking. Interconnection is a specific type of access.

**Undertaking**-a natural or legal person or a group of persons linked by virtue of control or dependency who is engaged in a telecommunications activity in the Republic of Kosovo.

**Fixed public network**- a network in which termination points are places in fixed places; 1.30.

**Public mobile communication network**- a network in which termination points are not placed in fixed places;

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**Electronic Communications Network**-transmission systems and, where applicable, commutation and routing equipment and other resources which permit the conveyance of signals through transmitters ,by radio, by optical or by other electromagnetic means, including satellite networks, fixed networks(with circuit commutation or package commutation, including internet), land mobile networks, electrical cable systems in cases when they are used to transmit signals, networks used for radio television broadcastings and cable television, regardless of the type of the information transmitted.

**Reference offer**-the conditions made public by an operator, under which he makes a commitment to provide access to any undertaking requesting such access.

**Self-supply**-the hypothetical delineation of provision of wholesale services by one business activity of operator to other business activity of the same operator in the sense as it would be provided to third party (e.g. provision of wholesale inputs by the access network business activity of the operator to the retail arm of the same operator to create final retail services).

**Physical Collocation** - The type of equipment to be used by the beneficiary for access or bitstream access, which must be located in the territory or premises belonging to the SMP operator.

**Beneficiary** - electronic communications trader who has concluded a contract with the SMP operator for the use of wholesale services;

**Service element** - the provision of wholesale services included in the RO;

**Extra Service** - a part of the RO's wholesale service that includes collocation and backhaul;

**Applicant** - electronic communications enterprise wishing to obtain wholesale services;

**Device**- an electronic information system developed by the SMP operator, which is a list or database providing the applicant with the information required to request a wholesale service;

**Wholesale service** - electronic communications service included in RO and which the SMP operator provides to another electronic communication to enterprise/operator, such as local loop open access and/or bitstream access.

All other terms shall mean as stated in the Law and the Regulation on the reference offer for local loop open access and bitstream access and other related Regulations approved by RAPEC.

#### 4. GENERAL CONDITIONS FOR COOPERATION

##### 4.1 Required licenses and documents issued by competent authorities

4.1.1. The operator-user requesting the provision of access or commencement of negotiation on conclusion of an agreement on bitstream through the HFC Network of IPKO on the basis of this RO (hereinafter referred to as the

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“Application”) is obliged to obtain all permits and approvals from the competent authorities, in particular the certificate of registration upon a notice issued by the Agency.

#### 4.2. Request for concluding an agreement on the Bitstream access via the HFC network

4.2.1. The operator-user who is interested to conclude a Wholesale Access agreement based on this RO should submit to IPKO a written application.

4.2.2. The operator-user prior to the negotiations for establishing the access in addition to the licenses referred to in item 4.1.1, is obliged to submit the following data along with the written application for negotiations submitted to IPKO:

- a) Name and address of the operator- user;
- b) Type of services provided through access;
- c) Addresses of the access points from the reference offer for which the operator-user is submitting the request for access;
- d) Data on access points from the reference offer for which co-location and type of collocation is required
- e) Planned traffic;
- î) The foreseen (planned) term of the contract duration, cannot be shorter than 2 years. The duration of the Agreement shall be specified in the Agreement, and be a subject to consent.
- g) Signed agreement with the Operator on the non-disclosure of confidential information (Confidentiality Agreement) exchanged during the conclusion of agreement.

4.2.3. The application shall be considered as a complete only upon submitting all necessary data and documents defined by the provisions under items 4.1.1 and 4.2.2.

The request should be submitted to the following address: Ulpiana  
 “ZijaShemsiu” No.34, Prishtinë  
 10000, Republic of Kosovo

4.2.4. Within 15 business days of receipt of the Request, IPKO will send a notice to the operator-user for the starting date of the negotiations in connection with the conclusion of an agreement on bitstream access through the HFC network on the basis of this RO. Simultaneously, IPKO will provide the operator-user with a draft agreement on bitstream access through the HFC network based on this RO, which will be used as a basis during the negotiations.

4.2.5. RO request can be rejected due to justified reasons, in such cases IPKO will provide a response wherein the reasons of the refusal shall be provided to the provider-user.



#### 4.3. Conducting negotiations:

4.3.1. In the course of negotiations for concluding the agreement on bitstream access through the HFC network based on this RO, the terms defined in the Draft Accession Agreement on the basis of this RO may be amended only if the proposed amendment:

- a) it is not contrary to the conditions defined in this RO;
- b) does not violate applicable rules
- c) is agreed upon by the two Parties.

4.3.2. The access agreement concluded on the basis of this RO should be concluded within 60 (sixty) days of the receipt of the request submitted by the operator-user on the condition that the request is not rejected for the reasons specified in this RO.

#### 4.4. Basic principles of cooperation

4.4.1. In order to achieve access in accordance with this RO, the operator-user shall make all reasonable efforts in order to:

- a) to protect data that the Parties exchange with each other;
- b) to ensure the functionality of the services that are subject to access.

4.4.2. Cooperation will be developed in accordance with applicable regulations, and any technical issues that are not legally regulated will be managed in accordance with international specifications and standards. Any issue that is not covered by the regulations and is not regulated by technical specifications and standards will be agreed between the Parties on a case-by-case basis.

4.4.3. The Applicant will not allow, intentionally or through negligent or careless treatment, an act that would cause damage to the IPKO network.

4.4.4. The access shall be provided within 6 (six) months from the date of signing of the Accession Agreement concluded on the basis of this RO, provided that all the conditions provided for in this RO are met.

4.4.5. The implementation covers the activity and the deadlines set forth in the following table from the date of signing the Accession Agreement concluded on the basis of this RO until the beginning of the provision of wholesale services. Depending on the technical characteristics and operator's forecast, additional activities shall be harmonized during the negotiations for the signing of the general agreement. A part of activities shall be carried out simultaneously, so that if the operator-user is implementing the activities according to the plan, the overall implementation would not have to last much longer than the foreseen deadline of 6 months.

4.4.6. Unless otherwise agreed between the Parties, upon successful completion of all the checks and tests specified in point 4.4.5 the Parties shall sign a protocol for the technical acceptance of the Services set forth in this RO. From the date of being



signed, the Protocol shall be deemed to have been carried out on the date for the provision of wholesale services.

## 5. ENTRY INTO FORCE AND DURATION

5.1 The Bitstream Access Reference Offer shall take effect on the date published and shall be valid until:

5.1.1 At the time that the Beneficiary Operator has completed the term of the authorization, the Authorization is revoked and the Beneficiary Operator has not received any other substitute authorization for the provision of the network and / or electronic communications services for the provision of the network or electronic communications services;

5.1.2 In the settlement of the agreement according to the provisions of this Reference Offer in Article 6.

## 6. TERMINATION OF THE ACCESS AGREEMENT CONCLUDED ON THE BASIS OF THE RO

6.1. The Agreement may be terminated by parties, if:

6.1.1. Each Party may terminate the Agreement concluded on the basis of this RO in the event that the other Party commits a substantive breach of the Agreement on the grounds provided in this article (and if such violation has not been eliminated within 30 days after the written notification sent by the Party which is not guilty, if the removal is applicable in the specific case).

6.1.2. Each Party may unilaterally terminate, on a one-sided basis, the Agreement concluded on the basis of this RO at any time, by sending a written notice to the other Party, if any of the following situations occur:

(i) If the other party is facing a bankruptcy event;

(ii) The necessary Telecommunications Authorization (s) of the other Party has expired or has been terminated or seized in a procedure conducted by a competent state institution.

(iii) The other Party stop to provide electronic communications services in the Republic of Kosovo; and / or

(iv) The other Party does not provide security of funds as specified in article 12 after being given a grace period of at least fourteen (15) days for securing the finances through a written notification (in hard copy or by e-mail).

6.1.3. IPKO can unilaterally terminate the Agreement for any reason, with immediate effect at any time by submitting a written notification to the operator-user in case when any of the below defined situations occurs:

(i) The operator-user does not use the operator-user services for more than 3

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(three) months; or ii) the operator-user violates its obligations arising from this RO and Agreement for access on bistream services (for avoidance of doubt, this right of termination shall be added to other rights listed herein).

6.1.4. Termination for the untimely or incomplete payment or for failing to provide payment security:

- (i) If the operator-user has an outstanding debt that is not paid or fully paid within the payment deadlines, IPKO will submit written notices in accordance with the procedure for suspension of the Services stated in Article 11 of the RO. If the operator-user remains suspended for a continuous period of fourteen (14) days due to the outstanding debt and enforcement of the steps set forth in Article 11 and 12;
- (ii) IPKO has the right to unilaterally terminate the agreement without another notice period, by sending a written notice on termination of the Agreement. The same terms and conditions apply if the operator-user fails to provide a payment security within the meaning of Article 12.

## 6.2. Termination consequences

6.2.1. The termination of the Agreement concluded on the basis of this RO does not affect the rights and obligations of any of the Parties that have been acquired or are due until the termination date, and the Parties will continue to be liable for payment of the amounts for the services provided until the termination date, regardless of whether the payments need to be made before or after the termination of the Agreement.

6.2.2. All licenses granted to one Party of the other Party in respect of Intellectual Property Rights shall cease to apply on the termination date.

6.2.3. The early termination does not limit the obligations of any of the Parties to pay for the Services received before the termination of the Agreement concluded on the basis of this RO.

6.2.4. Upon receipt of full payment by the operator-user of the agreed open invoiced amounts, IPKO will immediately return any payment security, as provided for in the Agreement concluded on the basis of this RO.

## 7. BITSTREAM SERVICE AND GENERAL DEMANDS

7.1 Broadband access means Digital data stream or bit-stream access, which makes possible the transmission of broadband data in both directions and other wholesale access provided on the basis of infrastructure, if and when it guarantees equal access services of digital data stream transmission.



## 7.2 ACCES TO THE BISTREAM VIA CABLE NETWORK

Data on the cable system use several frequency bands for the service of transmission of broadband speed data. Data from PC users are transferred via hybrid fibre-coax network (HFC) since they are modulated by cable modem. At the top 'headend', the upstream data are transferred to the Cable Modem Termination System (hereinafter CMTS) which acts as a concentration device and provides connection to the core network. At this point, data are processed and distributed over the Internet. This also applies to the downstream, regardless of the use of different frequency bands.

The interconnection point in the cable network of IPKO is presented in the following diagram.

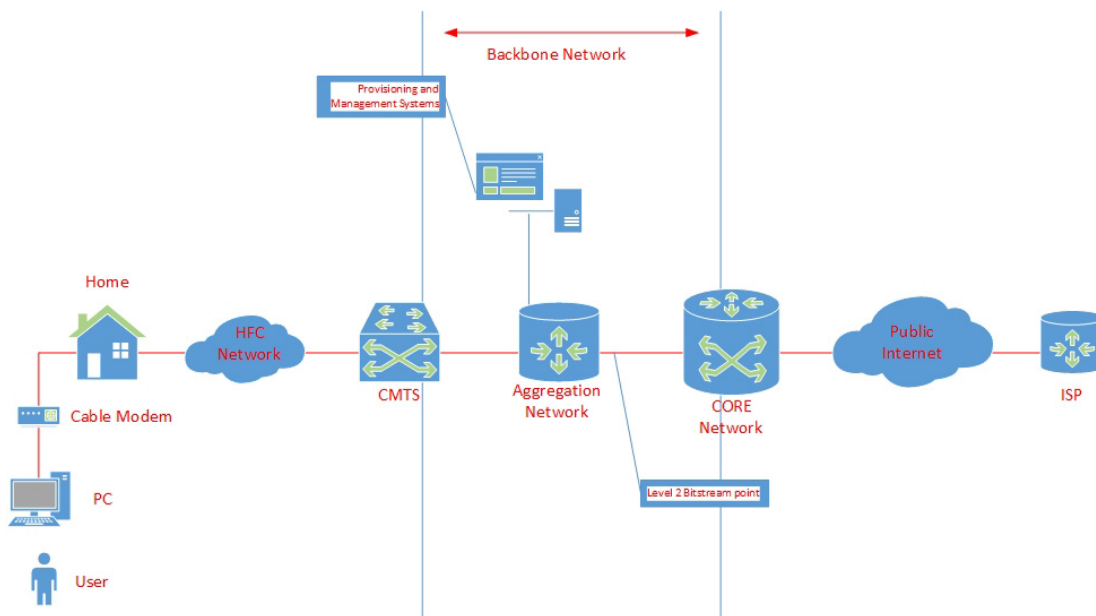


FIGURE 1): HAND-OVER POINT OF THE BISTREAM TRAFFIC IN THE CABLE INFRASTRUCTURE

**Bitstream products depending on the level of access to the network hierarchy are grouped as follows:**

**Interconnection at the collection point:** means that alternative operator will use the access network of "incumbent" cable operators, which will install the equipment by collocation within the IPKO aggregation network that would handle the traffic destined for consumers, originating from the certain Operator-user network. This solution also gives new entrants considerable skills to differentiate their offers from those of the incumbent cable operator.



7.3 IPKO will provide bistream access in accordance with the requirements and procedures adopted by RAEPC and in full accordance with article 5.2 and Appendix 2.

7.4 The Operator acknowledges and agrees that it is under its responsibility to the Operator to ensure, as required by the applicable legislation, that any Material of the Operator and the third party is in compliance with all applicable laws and regulations. In addition, the Operator agrees that IPKO has no responsibility with respect to these Materials of the Operator or the third party.

7.5 The Operator shall fully indemnify IPKO, its employees, its service providers and its agents, as the case may be, against any liability, loss, cost, damage and expense (including, but not limited to, eligible legal fees) incurred by him and arising directly or indirectly from any allegation or action filed or countered to IPKO by a third party which claims that:

7.5.1 the service has been used in violation of the provisions of this RO; or

7.5.2 resulting from the installation by the Operator of any equipment that is made with the Bitstream Services;

7.5.3 The Operator's service is defective or cannot be used by a third party;

7.6 Regarding the issues described above, IPKO reserves the right to be compensated by the Beneficiary Operator, with the following procedures:

a. Confirm in writing its intention to express a claim for redress within thirty (30) days of the receipt of the facts by IPKO or reasonably be aware of these facts and include a brief note on the relevant facts with this confirmation;

b. Take all necessary steps to alleviate any loss, claim, damage, costs, obligations and expenses as well as and will not increase, compromise, decide or accept such actions without prior notification to the Beneficiary Operator (not to be rejected in unmotivated);

c. Allow the Operator to be alone by these claims, claims, actions, damages, costs and expenses, and

d. Provide the entire Operator with the appropriate assistance and will not make any damaging interference with the protection of these claims, claims, actions, damages, costs and expenses.

## 8. RIGHTS AND OBLIGATIONS OF IPKO

8.1. IPKO will provide the operator-user with services as described in Appendix 2, respectively, IPKO will:

8.1.1. Provide access to the IPKO's HFC Network according to this RO.

8.1.2. Provide appropriate technical support for the provision of the Services.

8.1.3. It will provide billing for the services provided.

8.2. IPKO undertakes not to discriminate between its subscribers and the subscribers of the operator -user in terms of quality, availability, defects and capacity. In particular, IPKO will



provide the same quality of services to the subscribers of the operator-user as it provides to its subscribers, including a same treatment with regard to the suspension of services for the purpose of performing maintenance work (including repairs, upgrades and modifications of the network of IPKO) and in emergency cases and in the events of force majeure. IPKO has the right to manage traffic through its network (including that of the subscribers of the operator- user) for the sake of protection against burdening or overloading of the network connection or for mitigating the consequences of the network connection burden or overload in accordance with general term and conditions related to the access and use of telecommunication services published by IPKO and the type and content of the data that will be published by the Authority. The situations of technical failures of the IPKO network infrastructure that simultaneously affect the use of electronic communications services and its users shall not be treated as discrimination.

- 8.3. IPKO is entitled to change the portfolio of services for its subscribers. The change in the portfolio of services provided by IPKO may also result in comparative restrictions on the services provided by the operator-user to its subscribers (if such services are part of the Agreement), provided that IPKO will provide notice to the operator-user in advance as it does to its subscribers.
- 8.4. IPKO confirms and agrees to provide Services level agreement (SLA) as described in Appendix 5.

## 9. OPERATOR'S- USER'S OBLIGATIONS

- 9.1. The Operator-User will be responsible for the following technical elements:
  - a. Own service platforms;
  - c. Own Public IP addresses (assigned by RIPE).
  - d. Own equipment(router/switch)
- 9.2. The operator-user will be fully responsible for billing its Subscribers.
- 9.3. The operator-user is fully responsible for establishing and maintaining a direct relationship with its subscribers in accordance with the legislation of the Republic of Kosovo (subscribers' contractual data, etc.).
- 9.4. The operator-user will maintain its own Customer Care Services for its subscribers.
- 9.5. The operator-user shall be responsible for branding, packaging of products, distribution and marketing activities.
- 9.6. The operator-user shall be responsible for maintaining data on its subscribers, including, but not limited to, the name, address and subscriber's place of residence and all call records data (CDR) as applicable.
- 9.7. The operator-user shall be legally responsible for fulfilling the obligations for legal monitoring of communications and locating calls upon request of competent state authorities in accordance with the applicable law.

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9.8. The operator-user shall comply with all laws and regulations (for example, installing switching , routing equipment, equipment for legal monitoring of communications and retention of prescribed data in Kosovo (if applicable for the services), sending personal data of subscribers that will be entered for the purposes of a telephone directory in the framework of the universal service, protection, processing and retention of data, etc.) and will receive, maintain and bear the appropriate costs for all licenses, permits, equipment and authorizations necessary for the provision of subscribers services subject to the agreement.

9.9. Subscribers of the user-operator- The parties confirm that the operator-user has the absolute discretion to determine the retail prices of the subscriber services provided on the basis of the services depending on the Agreement, the sale, promotion and distribution of its services to the end-users, their subscribers. The operator-user understands and acknowledges that it will be a contractual party in its contracts signed with its subscribers.

9.10 Customer care- The operator-user is exclusively responsible for customer care calls by its subscribers. The operator- user already shall inform its subscribers about all details of the Customer Care Center.

9.10.1 If a subscriber of the operator- user reports a problem to the operator's-user's customer care center user which is related to the services of the operator-user, then the problem, upon an evaluation and justification, should be resolved by the support of IPKO. The operator-user shall be entitled to use the procedure for reporting and monitoring of defects as provided for in Appendix 5.

9.10.2 To avoid any misunderstanding, IPKO is not responsible and will not provide any customer care services to the subscribers of the operator-user.

#### 9.11. Prohibition of resale of Operator-User Services

The operator –user may not resale the services provided by IPKO to other operators as third parties without the prior written approval by IPKO. In order to avoid any misunderstanding, the Agreement concluded based on this RO does not restricted the operator-user to sell its resale services under its other brands.

#### 9.12 Reporting

According to the Regulation on bitstream access and sale of a bitstream services, the operator-user shall submit a report on the number of users each month;

#### 9.13 Suspension of Individual Subscriber Services

9.13.1. In the event that there are detected activities of a subscriber of the operator-user which affect the integrity of the IPKO's network or represent a material problem, IPKO will immediately inform the operator-user of such material problem caused by the Subscriber, and will provide sufficient information so that the operator-user



can identify the relevant subscriber(s) and request suspension of the subscriber of the operator-us who is committing the violation.

- 9.13.2 The operator-user shall make reasonable efforts to suspend subscriber services of the subscriber of the operator-user committing the violation without delay for as long as the subscriber(s) is/are causing trouble.
- 9.13.3 If the operator-user does not suspend such subscribers without undue delay, IPKO will no longer be obliged to provide the agreed service at the agreed service levels to those subscribers. In such a situation, the operator-user Beneficiary will indemnify and release IPKO of all the claims and losses arising from such restriction of Subscription Services.
- 9.13.4 The two Parties shall cooperate closely in order to avoid any suspension or disconnection and to resolve any material problem caused by the subscriber of the operator-user and the terminal devices used by the operator-user's subscribers as soon as possible and to reduce such suspension or disconnection to a minimum.
- 9.13.5 If operator- user breaches or fails to fulfill its obligations arising from this article 9.13 IPKO (in addition to the other rights listed herein) may suspend the services to overcome the problem.

## 10. OTHER RIGHTS AND OBLIGATIONS OF PARTIES

10.1 IPKO shall be responsible for the supply, repair and maintenance of the Bitstream service of IPKO.

10.2 The Operator must ensure that the installation of its Bitstream services does not undermine the entire range of IPKO services. If the operator's subscriber is unsatisfied with the quality of IPKO services during or as a result of installing Modem and Services of the Beneficiary, the latter shall correct the service issues within a reasonable time agreed upon first or return the installation to its original condition.

10.3 Operator in compliance with IPKO's technical requirements for modem installation must prove that installation defects are outside its network.

10.4 Procedures for providing Bitstream Services as well as for continued operation and maintenance shall be specified in the Appendix on the Product Description and the Service Level Agreement.

## 11. BILLING AND COLLECTION

11.1. The billing and collection procedures are set out in Appendix 4.

11.2. IPKO will invoice the operator-user for usage of bitstream service on monthly basis, while for other fees in time / intervals under the Agreement concluded on the basis of this RO.



IPKO will make maximum efforts to invoice the service fees no later than on the thirtieth (30) day of each month (periodic billing).

- 11.3. Undisputed invoices are due for payment within thirty (30) days of receiving the invoice. IPKO will deliver invoices to the Operator-user electronically, on a previously defined e-mail address. The date when the invoice is sent on the forwarded e-mail address will be considered as the day of the receipt. In addition to this, IPKO will deliver the invoice to the Operator-user in hard copy, as well, in accordance with the current legislation. All Fees (Tariffs) defined in the Agreement reached based on this RO (or its annexes) are net. The Value Added Tax (VAT) will be calculated and displayed on each invoice.

The Operators obliged to determine the e-mail address for receiving the invoices.

- 11.4. If an undisputed invoice is paid after the deadline, IPKO has the right to charge the legally allowed penalty interest as defined in the respective legislation which is applicable in the Republic of Kosovo.
- 11.5. If the Operator-user does not pay an undisputed billed amount, within the agreed time of payment, IPKO shall:
- 1) sent a written breach notice to the Operator- user (“Misdemeanor Report”) requesting payment of the undisputed amount by the Operator-user within 7 days of receipt of the Misdemeanor Report.
  - 2) if the undisputed amount that is the subject of the Misdemeanor Report remains unresolved even after the expiry of the 7-day period, IPKO will send a written notification to the Operator with an additional payment period of 3 days, since if the Operator does not pay the outstanding amount IPKO will be authorized to suspend the provision of the Operator-user services without further notice.
- 11.6. Such suspension will be lifted by IPKO in the shortest time as possible. The Operator shall pay the unpaid amounts subject to the suspension, if the terms for termination of the Agreement are not met.

## 12. ENSURING OF LIABILITES

12.1 Before the agreement is signed, the beneficiary operator must provide immediate payment of prices in accordance to appendixes and depending from the request of the Beneficiary and one or more suitable forms of insurance for the total amount of at least his entire estimated liabilities to IPKO that are due immediately after the activation of the network interconnection, which will be stipulated in a written agreement. The exact amount is determined by IPKO based on the Appendixes of this reference offer and the operator’s plans, as stated in the Appendix’s to the letter of intention (standard request). If the prices or volumes of services increase in the subsequent period, IPKO has the right to request a higher insurance amount from the beneficiary operator, which must be provided within 15 days of the request. The beneficiary operator will provide IPKO with a suitable proof of insurance. The following forms of insurance are accepted:

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- a bank guarantee payable on first demand in the amount described below, based on cost and the beneficiary operators plan;
- an advance payment in the amount described below, based on cost and the beneficiary operators plan. The advance payment insurance requires a special agreement between the beneficiary operator and IPKO.

12.2 The first insurance form from the above list should have a validity of at least one (1) year. IPKO may ask for an extension of the insurance validity period. If late payments described below or clearly unfounded complaints occur in the subsequent periods, IPKO may request a new insurance.

12.3 IPKO may also request a new insurance in accordance with the first paragraph if late payments or clearly unfounded complaints regarding the beneficiary operator's liabilities occur once the advance payment, which was part of the advance payment insurance, has been exhausted.

12.4 IPKO may cash in the insurance in the following cases:

- within 24 hours if the Beneficiary operator does not pay his outstanding liabilities for bitsream services despite having received a payment reminder;
- if the Beneficiary operator does not pay his outstanding contractual penalties from the reference offer or the agreement within 15 days of receiving the request;
- if the Beneficiary operator does not pay the damages incurred to IPKO by his violation of contractual obligations or technical standards within 24 hours of the damage appraisal date.

12.5 The amount of a bank guarantee and/or advance payment in euro currency, will be calculated, decided in precise amount with justification and requested by IPKO in accordance to the evaluation of IPKO. This evaluation will take into consider the implementation plan to be provided by the Beneficiary operator, as described in this reference offer.

12.6 The Bank Guarantee to be submitted by the Beneficiary Operator in favour of IPKO will have validity of minimum 12 months, starting from the date of signature of the written agreement and shall renewed (submission of new bank guarantee) one months prior to the extension of the determined period with the written agreement. The beneficiary Operator is obliged within 15 days from the date of signature of the agreement to submit within IPKO the bank guarantee deposited in one of the commercial Banks in the Republic of Kosovo.

12.7 The value of the bank guarantee will be reviewed in the case of the signing a new agreement or in case of sensitive change of services with 30% of net obligations in the last three months, compared with the net obligations on which the last calculation of the bang guarantee was done.

### 13. TAXES

13.1. All fees provided for in the Agreement concluded on the basis of the present RO are given in net value. VAT will be additionally calculated and presented as a special item in each issued invoice, and will be paid by the Party responsible for the payment of the invoice pursuant to this Agreement.





#### 14. PREVENTING FRAUD

- 14.1. The Parties shall continuously cooperate endeavor to minimize fraudulent and / or unauthorized use of their network or the network of the other Party.
- 14.2. No Party shall act, consciously, negligently or recklessly by allowing or enabling others to act or not to act in a manner that would threaten, infringe or impair the work of the other Party's network.
- 14.3. No Party shall be involved, or shall not allow or tolerate others to be involved in any fraudulent or unauthorized use or an attempt to use the network of the other Party in unauthorized manner.

#### 15. VALIDITY PERIOD AND WITHDRAWAL FROM AGREEMENT

15.1 The agreement will be signed for the mutually agreed period, but not less than 1 year. After this period, unless one of the parties wishes to withdraw from the agreement by sending the other party a written notice with advice of receipt at least three (3) months before the expiration date of individual validity periods, the agreement will be automatically renewed for additional one-year periods.

15.2 IPKO and the Beneficiary operator may also terminate the agreement:

- following a three (3) months' notice, in case a party loses its legal position as a operator with significant market power, or if its obligation to sign a network interconnection agreement with the beneficiary operator ceases to exist;
- without prior notice, if IPKO or the beneficiary operator are involved in a solvency proceeding or a compulsory settlement;
- without prior notice in all cases of fraud or attempt of fraud, misuse, not paying or refusing to pay the invoices within 15 days, not being able to submit and or renew bank guarantee and/or advance payment and any other grave violation of this reference offer.

15.3 The agreement is terminated by law if any of the beneficiary operators lose their right to provide the services which are of vital importance for the execution of the agreement. If necessary, the network interconnection written agreement may also be terminated in order to ensure the safety of network operations, maintain the integrity of the network, protect data, comply with the rules of network safety, or ensure a rational use of the frequency spectrum.

#### 16. VALIDITY AND MODIFICATION OF THE REFERENCE OFFER

16.1 The reference offer enters into force on the day following its publication on IPKO's website. IPKO will modify and update the network based on its business operations and according to internationally accepted standards and recommendations. For these and other important reasons, IPKO may modify the terms of this reference offer at any time.



16.2 IPKO shall give the beneficiary operator a 15 days' notice of any plans for major infrastructure modifications that could affect the services to the beneficiary operator. This reference offer may change according to RAEPK decisions, final judgments by the court, or the requirements of applicable regulations. Any modifications of the reference offer will be published on IPKO's internet pages.

## 17. PROTECTION OF CONFIDENTIAL INFORMATION

17.1 The beneficiary operator is obliged to use information obtained in connection with the reference offer only for purposes for which the information was obtained. All information regarding IPKO's network, services, equipment, or business strategy, or other information from IPKO's range of operations that becomes known to the Beneficiary operator during negotiations, inquiries, the signature or the execution of the agreement or by any other means, is considered IPKO's trade secret unless otherwise agreed by the parties based on a written statement applicable for specific cases.

17.2 For each based doubt of the violation of the trade secret and confidentiality mentioned above committed by the beneficiary operator, its employees, subcontractors or other interrelated persons, IPKO has the right to stay immediately the agreement and services, while informing RAEPK immediately and the Kosovo Police with the aim of resolving the issue in accordance to the applicable law.

17.3 The beneficiary operator as well as his employees and subcontractors are obliged to preserve IPKO's trade secrets in accordance with the civil and criminal liability regulations; the beneficiary operator has to make sure that his employees and subcontractors are informed of this duty. For each proven violation of the above trade secrecy committed by the beneficiary operator, his employees, subcontractors, or other connected persons, the beneficiary operator shall pay IPKO a contractual penalty in the amount of 10,000 EUR per each violation and the right to terminate the agreement/services, depending on the nature and extend of the information disclosure.

17.4 Both parties are obliged to preserve the secrecy and confidentiality of electronic communications as well as the personal data of users and subscribers, in accordance with applicable legislation. Persons listed above must preserve the trade secrecy throughout the entire duration of the agreement and this obligation remains even after all activities ended.

## 18. CONFLICT RESOLUTION

18.1 Any eventual disagreements related to this reference offer will be subject of resolving by both parties, and in case no solution acceptable for parties may be found, competent for resolving of the disagreement will be the Arbitrage Tribunal of the American Chamber of Commerce. The Arbitrage Tribunal shall resolve the conflicts in accordance with its procedural rules and the applicable laws in the Republic of Kosovo.

18.2 The Tribunal shall consist of an Arbitral body of three arbiters. Each party will appoint one arbiter and the third arbiter (chair) will be appointed by the two first arbiters. The language to be

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used during the procedure shall be the Albanian language. All procedures shall be confidential, including presented documents by the parties in the procedure. The decision of the Tribunal will be final.

18.3 Legal succession is regulated by provisions of the Applicable Law in the Republic of Kosovo.

## 19. FORCA MAJEURE

19.1 Neither Party shall be liable for any delay in performing its obligations under this reference offer if such delay is caused by force majeure. The Party who is unable to fulfil its obligations due to the force majeure shall promptly notify the other Party of such force majeure event, wherein the above notice shall include detailed reasons of force majeure.

19.2 Force Majeure is considered any unforeseen and unexpected events which are not dependent on the contracting parties' will and the parties were not or should not be in the position to expect them, prevent them or avert them.

19.3 Either Party may request from the other Party to agree to an amendment to the agreement due to a force majeure. Agreement terms shall be extended at least for the duration of the force majeure event and parties shall agree about the new terms in a form of a written annex attached to this agreement.

## 20. LIMITATIONS OF LIABILITY

20.1 Unless stated otherwise in this Contract, parties shall not be liable for any incidental, consequential, or any other indirect loss or damage (including but not limited to lost profits or revenues, costs of standstill or delay, loss or mutilation of data, discounts and all payments to third parties) nor for exemplary or punitive damages. These limitations of liability shall apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise, as long as the party in breach has not been advised in writing as to the possibility of such damages.

20.2 The Parties agree that the prices and penalties reflect this allocation of risks.

## 21. MANAGEMENT OF UNINTERRUPTED OPERATIONS

21.1 Operator guarantees to implement the uninterrupted operation management procedures for the case of exceptional situations on their part into their business processes and to prepare a uninterrupted operation plan prepared for such cases within 1 month of the signing of this agreement.

21.2 Operator shall regularly update its uninterrupted operation plan, and shall during the period of validity of this agreement, test and approve such plan jointly with IPKO upon the IPKO request once a year. In case of changed circumstances that may significantly affect the supply of the subject matter of this agreement in case of an exceptional situation, the Beneficiary Operator shall immediately inform the IPKO thereof and in cooperation with the latter appropriately adapt its uninterrupted operation.

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21.3 Determining and removing obstacles related with the provision of bitstream access shall be carried out in accordance with the conditions set out in the Appendix 5 (Service Level-SLA)

21.4 For the purpose of implementing the procedure for reporting and removing an obstacle, the operator-user is obliged to appoint a responsible contact person and to inform IPKO in writing in that respect.

21.5 IPKO shall not be liable for any damage caused due to improper operation of the system equipment owned by the operator-user, as well as for any damages for which the operator-user/or any third party is responsible.

21.6 The Beneficiary is obliged to inform its end-users on timely manner about possible obstacles related to the provision of the Services, if they have information and can influence the provision of certain retail services.

21.7 The technical maintenance of the services and eventual changes to their technical parameters and adjustments are performed exclusively by IPKO. The technical maintenance does not include the work and spare parts that IPKO will specifically calculate if the defect occurred as a result of improper operation or failure of the end user terminal equipment provided by the operator-user.

21.8 The Operator-user shall be liable for all damages incurred for the purpose of incorrect or unauthorized use or misuse of the equipment in the ownership of IPKO that occurred with his intention or due to complete negligence.

## 22. ANTI –CORRUPTION

22.1 PARTIES herewith declare that they have not and will not, in any phase of the conclusion and/or execution of the Order/agreement, offer, grant or promise any kind of unlawful gain to any employee or member of the management or supervisory body or the representative, agent of the body or organization from the public sector of the other party, in particular in relation to the following:

- granting of the business transaction or
- entering into the business transaction under more favorable conditions or
- omitting any due control over the execution of the Order/agreement or
- any other action or omission which causes or could cause the other party damages or enables the acquisition of the unlawful gain to any employee or member of the management or supervisory body or the representative, agent of the body or organization from the public sector of the other party.

22.2 In case of any breach or attempted breach of this clause the Order/agreement which has already been concluded shall be null and void. In the event the Order/agreement is not yet valid, it shall be deemed as if the agreement has not yet been concluded or the Order has not yet been issued.



## 23. MATERIAL AUTHORSHIP RIGHTS AND INTERLLECTUAL PROPERTY RIGHTS

Except as otherwise provided in the Bitstream Access Agreement, Intellectual Property Rights shall remain the property of the party that has created or possessed these rights, and no provision of the Bitstream Agreement shall be deemed to be accorded by one Party to the other Party any right, title, or licensing of Intellectual Property Rights and no provision of the Agreement shall be deemed to be a restriction of the rights of the other Party to possess, use, enjoy, license, assign or transfer its Intellectual Property.

## 24. TRADEMARKS

24.1 Parties shall not without the prior written consent of the other parties use the trademarks or the name of the party.

24.2 Unless parties agree otherwise, they may use the trade marks and names of the other party for the purposes which are needed for the Bitstream Agreement. When using such trademarks or names the the other party shall follow all reasonable instructions, but in any case act in a manner which shall not damage the reputation and goodwill of the party.

## 25. SAFETY AT WORK

Operator shall take care for its safety at work by itself. IPKO shall have no obligations concerning injury and pay no compensation for an accident or injury of a Beneficiary Operator's employee except in case when accident occurred solely by fault of the IPKO.

## 26. NOTIFICATIONS

26.1 Further requests for information concerning the present Reference Offer can be made in writing by interested parties at the following IPKO contact point. In particular, in the event of doubt as to the interpretation of the provisions of this Reference Offer, IPKO should be contacted. In the event of doubt, contacting IPKO is without prejudice to any clarification of the reference offer given by the IPKO.

26.2 Any notices or request exchanged by the parties in the course of executing this Reference Offer shall be provided in a written form and shall be sent via electronic mail or by registered mail to the addresses referred to in Article 21.3. The notices or requests shall have the effect between the parties once the receiving party receives the notice or request. In case the notice or request sent has a bigger meaning the party sending such notice or request shall demand the confirmation of receipt from the receiving party and the party receiving such notice shall issue the confirmation of receipt from the receiving party.



26.3 All notices between the Parties shall be in writing, by facsimile (receipt acknowledged), by registered mail or similar communication, and shall be addressed as follows:

## **IPKO**

Address: Lagjja Ulpiana, Rruga  
"Zija Shemsiu", Nr. 34, Prishtinë 10000

Republic of Kosovo

Phone: 038/049 700 700

Email: [info@ipko.com](mailto:info@ipko.com)

## **27. FINAL PROVISIONS**

27.1 Invalidation or impossibility to implement any part of the Bitstream Access Reference Offer will not affect or affect the validity or application of the rest of this Offer, unless this fact comes about as a consequence of any decision in form cut by the competent court or legally justified decision of ARKEP.

27.2 No modification, removal or extension of the provisions of the Bitstream Access Offer Reference and its Annexes shall not be valid unless an amendment by the Parties that is an integral part of the Access Agreement, except as provided for in automatic update against the respective notice of the parties according to the Bitstream Access Agreement for the implementation of this RO.

27.3 The Bitstream Access Reference Offer and its annexes are drawn up in Albanian, in three copies, one for each party and one for depositing with RAPEC.

## **IPKO TELECOMMUNICATIONS LLC**

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## APPENDIX 1- TERMS AND EXPRESSIONS

In this Reference Offer the following terms and expressions will have the following meaning:

**Operator**-An undertaking providing or authorized to provide a public telecommunications network or an associated facility.

**Access**-means the making available of a telecommunications infrastructure (including buildings), networks and/or services to another undertaking under defined conditions, on either exclusive or non-exclusive basis, for the purpose of providing electronic communications services.

**Effective competition**-A situation in a market where no undertaking is designated as significant market power.

**Relevant market**- the market in terms of services/products provided in particular geographic area as defined according the rules set in this Regulation.

**Electronic communications service**- a service that is usually provided with a payment, which is fully or partially obtained from the transmission of signals through electronic communications networks, including telecommunications services and broadcasting services in networks used for radio-television broadcasting and cable television networks, but excluding services that provide content through networks and electronic communications services or which exercise editorial control over the content provided for the broadcast, using networks or electronic communications services. It does not include information society services, which do not consist, in whole or in part, of the transmission of signals in electronic communications networks.

**Interconnection**- the physical and logical linking of public communications networks used by the same or a different undertaking in order to allow the users of one undertaking to communicate with users of the same or another undertaking, or to access services provided by another undertaking. Interconnection is a specific type of access.

**Undertaking**-a natural or legal person or a group of persons linked by virtue of control or dependency who is engaged in a telecommunications activity in the Republic of Kosovo.

**Fixed public network**- a network in which termination points are places in fixed places; 1.30. Public mobile communication network- a network in which termination points are not placed in fixed places;

**Public mobile communication network**- a network in which termination points are not placed in fixed places;

**Electronic Communications Network**-transmission systems and, where applicable, commutation and routing equipment and other resources which permit the conveyance of signals through transmitters ,by radio, by optical or by other electromagnetic means, including satellite networks, fixed networks(with circuit commutation or package commutation, including internet), land mobile networks, electrical cable systems in cases when they are used to transmit signals, networks used for radio television broadcastings and cable television, regardless of the type of the information transmitted.

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**Reference offer**-the conditions made public by an operator, under which he makes a commitment to provide access to any undertaking requesting such access.

**Self-supply**- the hypothetical delineation of provision of wholesale services by one business activity of operator to other business activity of the same operator in the sense as it would be provided to third party (e.g. provision of wholesale inputs by the access network business activity of the operator to the retail arm of the same operator to create final retail services).

All other terms shall mean as stated in the Law and the Regulations approved by ARKEP.





## APPENDIX 2- DISCRIPTION OF THE SERVICE

### 1.1 General

The Beneficiary Operator may have appropriate options for accessing the Bistreamin IPKO network specified in this Reference Offer, which may enable it to build economically viable business plans. Based on RAPEC's decision no. 1287, date 26.12.2018, IPKO has the obligation to provide broadband access (bitstream) in its HFC cable network.

### 1.2 Object of Service

Operators in the territory of Kosovo can offer broadband access to its customers (the alternative operator), by using IPKO's access and core network technology. The service (including support, bug fixing, etc.) provided to the end user is the responsibility of the alternative operator. The Bitstream access service will be offered from aggregation segment in IPKO IP/IMPLS network. Bitstream access service is based on high availability of service, high quality of AT network service, nationwide network presence, and broad bandwidth available capacity.

## 2. DETAILED DESCRIPTION OF THE SERVICE

The Bitstream access service is a service offered to end users for which the alternative operator pays IPKO. An alternative operator may, through the Bitstream access service, select access to the IPKO network and resell the end-user service package of the alternative operator's Internet service. An alternative operator may also sell in the future through access to IPKO some value-added services that will be offered in the future.

The Bitstream service will only be available in areas where IPKO has fully migrated to NGN technology. In cases where the alternative operator requires services in the uncovered areas by NGN, this will be considered as a special case from its development plan, and the infrastructure cost will be shared between IPKO and the alternative operator according to the capacities purchased by the alternative operator.

Alternate Operators (or ISPs) are responsible for end-user service.

Bitstream service will be offered to all Alternate Operators / ISPs who have the respective Authorizations. For Operators who purchase IPKO's Internet access service, they may be offered to negotiate more convenient terms for elements of this reference offer or this service provided that are not subject to regulatory obligations under RAPEC respective decision.

### 2.1 Bitstream service options offered by IPKO

The bitstream service to the alternative operator will be provided as described further and referring to the following scheme and obligation of IPKO, below are provided details of service delivery:

**Interconnection at the collection point:** means that alternative operator or ISP will use the access network of "incumbent" cable operators, which will install the equipment by collocation within the aggregation network segment, and that would handle all traffic destined for consumers, originating from the certain ISP network. This solution also gives new entrants considerable skills to differentiate their offers from those of the incumbent cable operator.

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## 2.2 Service Features:

### 1. SERVICES OF THE OPERATOR-USER AVAILABLE FROM THE DATE

Starting from the DPU Date IPKO date will provide to the Operator-user services as specified in the below table:

Type of service
Wholesale bitstream service ,
- setting up a user profile
- stand-alone Wholesale Bitstream service
- bitstream access link

### 2. Customer care

#### 2.1. Exchange of information among the customer care departments of the Parties

If the Customer Care Department of the Operator-user requires information beyond the information provided in this Appendix it can directly contact the IPKO Customer Care Department (only the responsible personnel). For this purposes, each Party shall appoint a contact person within its Customer Care Department.

IPKO will respond to these requests without undue delay, on Working days, from 08.00-17.00hrs.

#### 2.2. IPKO emergency call line

In addition to the contact person given above, who can be contacted during the working hours, there is a IPKO duty line, available 24/7, which the Operator-user can contact in an emergency cases.

2.3. The Operator-user should be the only point of contact for the subscribers of the Operator-user regarding the questions and complaints of the Subscriber. In case when a Subscriber of the Operator- user mistakenly contacts the Customer Care Center of IPKO, the IPKO agents will refer the Subscriber to the Customer Care Center of the Operator-user.

#### 3. Requests for changes in relation to technical design and engineering

The Parties shall indicate the names of the contact persons and shall be competent to act upon the Parties' requests for a change in technical design and engineering.

## 2.3 Technical requirements:

IPKO access points- Locations of IPKO points of presence that can provide bitstreamaccess through the HFC network.

IPKO provides network access points to the following locations:

Point of Presence	CMTS
Pristina	CMTS-Ulpiana
Mitrovica	CMTS-MIT
Peja	CMTS-PE
Gjakova	CMTS-GJK
Prizren	CMTS-PZ
Ferizaj	CMTS-FE
Gjilan	CMTS-GJIL

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FusheKosove	CMTS-FKS
Hajvali	CMTS-HAJ

The Operator-user will extend its optic to the network access points listed in the above table (i.e. the nearest locations) or at locations as requested by the operator-user wherein exist technical possibilities, and for doing this IPKO will charge the Operator- user, as follows:

- One-time fee for the provision of the bitstream access link to the active equipment of IPKO, specifically in accordance with Appendix 3;
- Monthly fee for maintaining a bitstream access link to the active equipment of IPKO, specifically in accordance with Appendix 3.

Location of the point of presence of the IPKO for the needs of providing bitstream access through the HFC network. IPKO provides the network access point at the below location:

Point of Presence	CMTS
Headend	Regional Coverage

### 2.3.3 Collocation

If the Operator-user needs collocation of equipment at this point of presence, if there is a technical possibility, IPKO will conclude a special agreement on co-location within an implementation deadline of 60 days.

The prices for this service are given in Appendix 3 of this RO.

In order to accommodate the equipment of the Operator-user, IPKO will prepare Rackspace for collocating Operator-user's equipment, if possible IPKO can determine the space for placing the equipment of the Operator-user in another premises within the same facility.

IPKO will provide the following architectural and construction-engineering services as a part of design of premise:

- power supply;
- air-conditioning;
- Protection against fires (fire detection, fire alarm and fire extinguisher);
- Possibility to connect to the grounding system;
- Entrance control;
- installation of cables from the outside to the collocation unit of the operator-user;
- work services in the building.

IPKO will provide in each collocation unit a frame of size (in × × × d) 2200 × 600 × 600mm with security locks to accommodate 482.6mm (19 ") transmission equipment needed for the interconnection implementation within 30 days after the collocation unit being provided by IPKO.

The Operator will attach to the frame, in a visible and lasting manner, the data for identification of frame as well as the contact details necessary for emergency interventions.

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For the collocation units there will be provided electric power supply with voltage of 220V and current limitation of 10 A, and power of 2kVA supplied by public electricity networks and/or a diesel power generator.

In the event of an interruption to the power supply from the public electricity network, the diesel generator supplies the above parameters within 15 (fifteen) minutes after the power supply interruption. IPKO does not provide uninterrupted power.

IPKO will provide environment conditions having the temperature range of 19-25 ° C using air conditioning or 5-40 ° C without air conditioning and relative humidity of 5-85%.

The equipment of the Operator-user located in the collocation unit may have a total maximum consumption of 1200W per frame.

The frame placed in the collocation unit includes a grounding rail connected to the equipotential network (EPN) of the grounding system of the building. The parts of the metal structure of the frame will be connected to the grounding rail on the frame by IPKO.

IPKO shall provide:

- Eliminating errors from the structures of buildings and construction- engineering elements;
- connected with the collocation space;
- regular maintenance and removal of the fire alarm system defects related to the collocation room;
- regular annual maintenance and removal of air conditioning equipment defects;
- Monthly cleaning of the collocation room and of joint premises;
- use of restroom;
- collection and delivery of waste exclusively to the Municipal Waste Services.

The connection handover point is the optical splitter, which terminates the optical fiber.

The entry point is the connection point at the end of cable:

- non-metallic drawn cable, or
- non-metallic outer / inner cable with solely wire mesh on the halogen free cable from the gallery to IPKO channel, which can be constructed in the adjacent window directly connected to the input cable or channel. The entry point can be constructed also in other points specified in a contract between the Parties, if technically feasible.

The costs for the cabling activities performed by IPKO, if they are at the expense of the Operator-user, shall be determined by IPKO according to real costs. Optical cables, fiber optic connectors, polyethylene (PE) hoses and terminal optical boxes must be provided by the Operator-user. PE hoses and terminal optical boxes must be of a type as used by IPKO regularly. The Operator-user must provide IPKO with technological specifications which should be applied to the cabling activities performed by IPKO.

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The equipment and accompanying materials of the Operator-user must comply with the safety specifications and the EN 60950 standard.

The Operator-user must construct a security system for its equipment according to the specifications set out in IEC 172-1. The Operator-user must provide IPKO with one copy of the certificate confirming the above.

The operator's-user's equipment powered by the 220V network must have a minimum nominal effective voltage of 187V and a maximum nominal effective voltage of 242V.

Network terminals and sockets used in the equipment of the operator- user must comply with the specifications of the standards EN 60320-1.

The Operator-user must submit to IPKO a certificate of conformity EMC and testing documentation confirming the compliance with ETS300 386 and EN 300 386 standards.

The equipment installed in the collocation unit of the Operator-user operating on the power supply provided by IPKO must comply with the specifications of the ETS 300 132 standard series.

The equipment of the Operator-user must have a degree of protection pursuant to IEC 529 in accordance with the place of application. A warning sign must be attached to the parts and areas that are subject to a dangerous voltage, as specified in IEC 453.

The parties shall prepare a handover note for the collocation room indicating the status of the collocation room, the technical configuration details required for co-location, the acceptance of the rules applied to entry control and rules of conduct and security by the Operator-user.

The Beneficiary cannot change the collocation room in terms of architecture.

IPKO has the right to relocate the collocation room, by informing the Operator-user at least 1 month before the planned transfer. All measures necessary in connection with the relocation shall be coordinated by IPKO with the Operator-user, taking into account the interests of the operation. In this case IPKO will bear the costs arising from the relocation of the premise.

IPKO may require the Operator-user to immediately repair or replace equipment or device of the Operator-user in the collocation unit which impede the operation of the IPKO or other parties' equipment. If the Operator-user fails to do it within 24 (twenty-four) hours, IPKO has the right to exclude the equipment that causes troubles without any obligation to pay compensation. IPKO can immediately disconnect the equipment of the Operator-user causing troubles and jeopardizing the safety of the IPKO equipment, the security of the collocation room or the provision of a service provided with IPKO equipment or other equipment. In this case, IPKO must, as soon as possible but not later than 24 (twenty) hours, inform the Operator-user of exclusion and provide the reason for such exclusion.



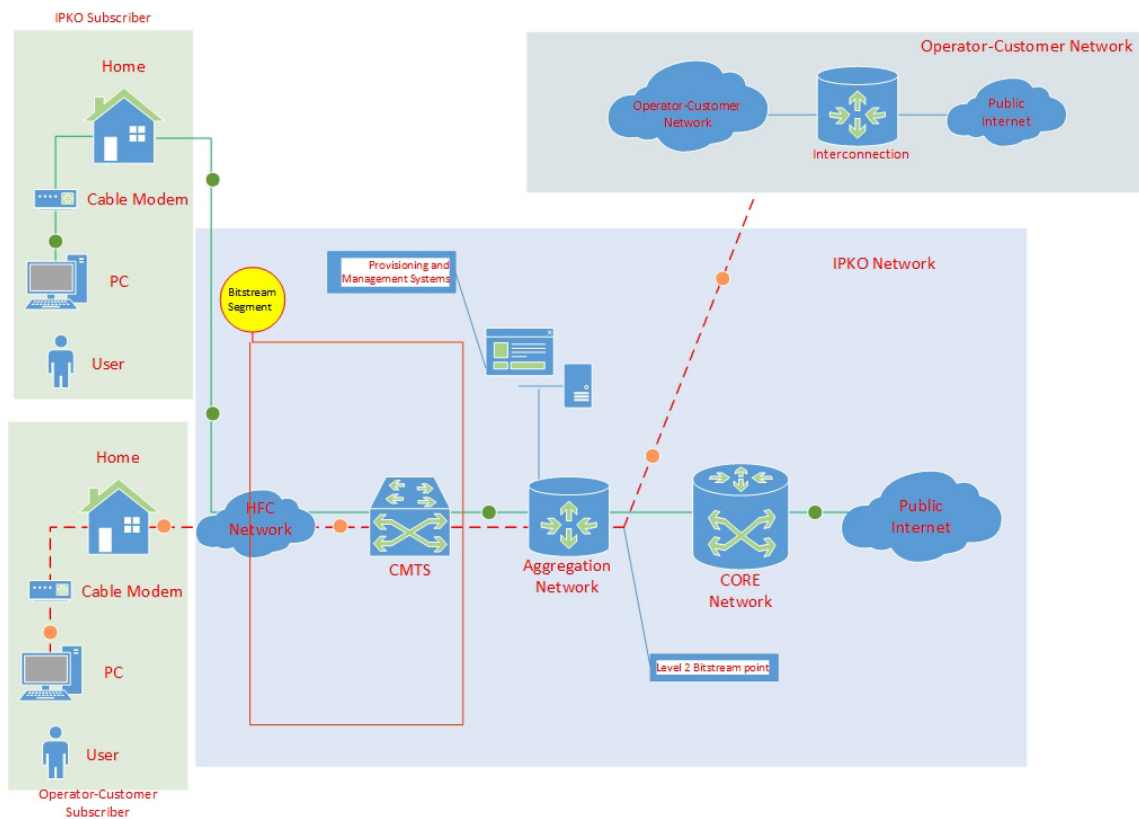
## Description of the bitstream access service through the HFC

### 1. Description of service

1.1 The local access service through a virtual connection bitstream access service over the HFC network. The Operator-user is connected via 1Gbit/s up to 10Gbit/s optical and links with the aggregation equipment of IPKO, **aggregation device at the local level**, for providing services to its subscribers.

### 2. Technical description

2.1 The technical description is provided in the below diagram:



2.2. The network resources of the VPN used for the local access service through virtual connection include:

- Part of the main splitter (ODF)
- Line map (direction to end-user) of CMTS equipment
- QAM modulator
- Optical splitter
- Optical node
- Amplifiers
- Coaxial splitter
- Transmission through the aggregation network, to the point of presence of the Beneficiary

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2.3. The foregoing does not include, the part of the service- access provided via virtual unbundling:

- Additional WiFi Router/Gateway;
- Personal Computer.

2.4. The local access service via virtual connection is implemented through the access to the HFC active hybrid optical-coaxial (HFC-Hybrid Fiber Coaxial) network infrastructure of IPKO (with the scenario p2mp -> point to multipoint). Thus, the users of IPKO and the users of the Operator-user will share the same resource.

2.5. Usage of local access service through virtual connection is provided to the end-users only by one operator-user and the same service cannot be provided through other Operators-users.

2.6. The Operator-user can provide access services using the local –virtual access based service, only to the end-users located in the area covered by the local point of presence of IPKO to which the Operator-user is connected.

2.7. For the virtual bitstream access service via the HFC, the new VLANs and post-service is required to be created and released within the technical specifications and in accordance with the available resources. The number of VLANs to be allocated per operator-user will be only one, and that is used for internet connection.

### **3. The Operator-user must fulfill the following conditions:**

3.1. The Operator-user provides the terminal equipment (modem) to its customers, the modems are provided by IPKO to Operator-user.

3.2. The Operator-user provides classes of IP addresses that would be assigned to end users in agreement with IPKO. The provision of IP addresses is done for each CMTS separately. The data for the end-users are in the competence of the operator-user.

3.3. Prior to activating the service, the Operator-user must forward documentation of the location and configuration of the router (hardware and software configuration)

### **4. Standard service security:**

In accordance with the technical capabilities and capabilities for maintaining the IP network, the Bitstream Access service consists of:

4.1. Setting up the access and data transfer

4.2. IPKO provides access to its IP network and it enables data transfer with access speeds of 1Gbit /s up to 10Gbit / s from the operator-user (network access point) to its point of presence.

4.3. The access link is a "point-to-point" nature in an IP-level. The speed of the access link will be subject to agreement when exchanging technical information.

4.4. Data transmission - Data transfer takes place via an IP connection in which DATA packets from end users are transmitted to the Operator-user.

4.5. The Beneficiary should access the IP network at a particular point of presence of IPKO in the territory of which it wants to provide wholesale bitstream service to end users.

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4.6. At the request of the Operator-user, IPKO will submit the necessary descriptions of the interfaces that include the necessary routing information and for the communication of the router of Operator- user with the aggregation device of IPKO at the local level.

4.7. Provision of all services to users of the Operator-user provides one through its system for provisioning.

4.8. The volume of internet services traffic data of the end user will be exposed through web services, and will provide by IPKO for the needs of the Operator-user.

## 5. Bitstream access parameters

5.1. The Bitstream access service provides transparent data transfer between the network endpoint and the network access point of the Operator-user.

5.2. The Bitstream access service can be requested for network termination points in the territory of the Republic of Kosovo using the current network resources of IPKO if IPKO has that technical possibility, for the needs of the Operator-user and its end users.

5.3. The Operator-user must use the Bitstream access line service pursuant to its purpose.

## 6. Management

6.1. The parties do not provide access to their own network management functions.

## 7. Description of the bitstream access service link

7.1. Access-bitstream service is an IP-technology that implements the access of both networks to one network access point.

7.2. Technical characteristics of the bitstream access link are:

Transfer speed	Setting up the connection	System according to ITU recommendation
1Gbps	LC-PC; 1000 Base-Lx (up to 10 km)	Optical interface
10Gbps	LC-PC; HFP(up to 10 km)	Optical interface

7.3. The optical splitter to which the Operator-user should be connected should be of the SC / APC type.

7.4. Basic conditions for using the service

- Bitstream access link service can only be used for the purpose of setting up a bitstream access.
- The network access point is the ODF service handover point located on the operator's-user's side, or on the side of the IPKO, depending who is providing reciprocal connection to the points of presence of IPKO and of the Operator –user, which is also the service access point.
- The use of a bitstream access service link cannot be shorter than 2 (two) years. After the expiration of this period, the use of a Bitstream access service link may be renewed or extended for the period for which it was initially concluded.
- interfaces of 1Gbit/ up to 10Gbit/s at the point of presence of the operator-user are part of the operator-user's network and must be provided by the operator-user.
- The operator-user cannot transfer the rights and obligations relating to the bitstream access service to any third party.
- The operator user must use the Bitstream access service link in accordance with its purpose.

7.5. Bitstream access control link

The parties do not provide access to their own network management functions with respect to the bitstream access link.

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## **8. Terminal equipment for end users (CPE / Modem)**

8.1. End-user Terminal Equipment (CPE) is provided by IPKO and it remains a property of IPKO. The Terminal Equipment (CPE / Modem) minimal requirements must meet exclusively Docsis 3.0 technology with minimum 16DS/4US channels. The user operator will get terminal equipment from IPKO according to commercial conditions with the appropriate models that IPKO can offer for use.

8.2. The Operator-user will be able to choose from a predefined list of approved / certified terminal equipment of IPKO, having specified software (SW) and firmware (FW) version.

## **9. Management of Terminal equipment**

9.1. Terminal equipment for end users (CPE / Modem) will be managed by IPKO using the Docsis Management System, to which direct access is not permitted to the Operator-user. Through the Web service, the Beneficiary will be enabled his access only to its users. Web service communication between the operator-user and IPKO will be asynchronous.

9.2. For the management of the terminal equipment of the Operator-user, IPKO will provide the following functionalities:

- a) View profile and service for all types of services: Internet
- b) Status of the modem
  - I) operational status: whether the client is active or suspended;
  - II) configuration status: status of the user line.

## **10. Restrictions**

10.1. The Operator-user has the right to provide classes of IP addresses previously agreed in the Agreement with IPKO.

10.2. The Operator-user should take all necessary measures to prevent abuse of the use of public electronic communications services and to take all necessary measures to have the users of the Operator-user use the services for which the contract is concluded.

10.3. The maximum number of VLANs that can be assigned for Operator-user's services is limited.

10.4. IPKO defines the service profiles (speeds) that will deliver end user services due to the technical characteristics of the medium split for the optical fiber and coaxial cable.

10.5. All conditions and restrictions, if applicable, are subject to non-discriminatory conditions under the non-discriminatory conditions applicable to users of the Operator-user, including the quality levels, general and special conditions for using public electronic communications services.



## APPENDIX 3- LIST OF PRICES AND PAYMENT

1. The Beneficiary may request from IPKO to be allowed to pay a one-time fee for the services for which the Parties have concluded the Agreement for 2 (two) or more years in 24 equal monthly installments.

2. The request from the Beneficiary for payment of the one-time fee in 24 equal monthly installments shall be submitted in the form of a statement by the Operator-user along with a further bank guarantee, including the one-time fee that is subject to payment of equal monthly installments in the request to conclude the General Agreement for Bitstream Access Service.

3. Fees applicable to the Wholesale Bitstream,

### 3.1 One-time Fees

#### 3.1.1 One-time fee for setting up the Operator-user profile

The one-time fee for setting up an Operator-User profile includes the costs for administrative wholesale activities, the setting up of the Operator-user's profile, activities for testing the parameters with the Operator- user, providing the calculation and costs for delivering wholesale service invoices.

One-time fee for setting up an Operator- user profile	3,320Eur
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#### 3.1.2 One-time fee for Stand-alone Wholesale Bitstream service

The one-time fee for Stand-alone Wholesale Bitstream service includes the cost of connecting a Docsis Subscriber Line

One-time fee for Stand-alone Wholesale Bitstream service contract	37Eur
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### 3.2 Monthly Fees

Table 1: Monthly fees for a Wholesale stand-alone bitstream service:

#### A) Predefined packages:

Capacities	Net Price per Active Modem
<b>20 Mbps</b>	8.88€
<b>40 Mbps</b>	9.30€

#### B) Predefined packages with Wholesale Capacities:

#### C)

Range (Mbps)	Downstream	Upstream	Price/Mbps
1 to 10	1 to 10 Mbps	1 to 10 Mbps	12.00



11 to 20	11 to 20 Mbps	11 to 20 Mbps	8.00
21 to 50	21 to 50 Mbps	21 to 50 Mbps	6.00
51 to 100	51 to 100 Mbps	51 to 100 Mbps	5.50
101 to 200	101 to 200 Mbps	101 to 200 Mbps	5.00
201 to 300	201 to 300 Mbps	201 to 300 Mbps	3.00
301 to 400	301 to 400 Mbps	301 to 400 Mbps	3.00
401 to 500	401 to 500 Mbps	401 to 500 Mbps	3.00
Above 500	Above 500 Mbps	Above 500 Mbps	Tailor-made Contract

Table 2

3.3. Fees applicable to the Bitstream Access link service:

- One-time fee for access link setup
- Additional configurations on access link

One-time fee for Bitstream Access Link Service includes installation costs for installing 1 (one) bitstream access link including an assessment of technical capabilities and administrative wholesale activities.

Distance	L3-1GB(MCD)	L3-10GB(MCD)
From IPKO system room up to Optical closet outside the IPKO building.	855 Eur	1055 Eur

Fee related to additional configurations required after provision and activation of service for the operator-user.

Configuration of VLAN, VRF of IP/MPLS network.	854Eur
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If the Operator-user does not come with its own optical infrastructure to the location of the point of presence of IPKO, IPKO shall provide the optical infrastructure to the location of the Operator-user, and consequently the operator-user will be charged the price according to real costs.

3.3.2 Monthly Fees

Monthly fee for bitstream access service

The monthly fees for the Bitstreamservice are based on the costs Bottom-Up LRIC modeling services.



## APPENDIX 4- PAYMENT PROCEDURE

### 1. Invoices and Payment

IPKO will prepare a monthly invoice for the Service Fees occurred during the invoicing period.

The billing period shall cover one calendar month starting on the first day of the month at 00:00 hrs lasting until the last day of the month at 24:00hrs. However, an event that encompasses the end of the months begins with the heir to be divided into two months' invoices.

IPKO will deliver invoices to the Operator user in hard copy and copies of the data in the invoice in electronic form at the latest by the end of the month following the invoicing period for all fees referring to the service for that month.

Each invoice sent from IPKO to the Operator shall contain at least the following information and shall enable the Beneficiary to check the compliance of received invoices with the agreed fees:

The invoice will be in compliance with all the requirements of the stipulated provisions that are applicable in the Republic of Macedonia, including but not limited to the unique invoice identification (e.g., invoice number) and billing period.

### 2. Extrapolation in the case of undetermined fees

In order to determine the amount of the Invoice for Service Fee, where there are no available amounts (even when all available funds are taken into account), IPKO will request relevant data from the Operator-user to determine such usage.

In the event that no Party has the necessary data, the following procedure shall apply:

If at least 50% of the invoice data from the relevant billing period is available, an average daily fee for working days, Saturdays, weeks and national holidays will be determined. The amount of the monthly invoice will be linearly extrapolated based on these average daily fees.

When less than 50% of invoice data is available from the invoicing period, the data from the previous month will also be taken into account for the linear extrapolation.

### 3. Various fees

Basically, invoicing of different charges takes place after the delivery of the service. However, the Parties may agree on different payment terms with respect to the services that do not refer to traffic.



## Appendix 5- Service Level Agreement (SLA)

Service level agreement (SLA) is a commitment on how service delivery is defined between IPKO, as the service provider, and the client, and how particular aspects, that are integral part of the service, like quality, availability, responsibilities etc, are agreed between the service provider and the service user. The goal is to obtain mutual agreement for the services provision and delivery, ensuring clear reference to service ownership, accountability, roles and/or responsibilities, clear presentation, concise and measurable description of service provision and delivery to the customer and that there is a match perceptions of expected service provision and delivery with actual service support and delivery.

The Service Level Agreement contains:

- Definitions and abbreviations;
- The requirements, obligations, duties and responsibilities of the parties involved;
- Type and scope of the service provided;
- The service's performance level, availability and reliability;
- Monitoring process and service level reporting;
- The steps for reporting issues with the service;
- Response and issue resolution time-frames;
- Repercussions for Ipko not meeting its commitment/breach of SLA and compensations/refund

### Definitions and abbreviations:

**"IPKO Telecommunications"** is telecommunications service provider operating under applicable laws in Kosova and shall be referred to as "IPKO" through-out this agreement.

**"Customer"** is the receiver of the service(s) (as mentioned in the Contract) delivered by IPKO and shall be referred to as "Customer" throughout this agreement.

**"Parties" (Stakeholders?)** are "Customer" and "IPKO" and together shall be considered as the "Parties" (Stakeholders) to this agreement.

**"The Internet"** (portmanteau of interconnected network) is the global system of interconnected computer networks that use the Internet protocol suite (TCP/IP) to link devices worldwide. It is a network of networks that consists of private, public, academic, business, and government networks of local to global scope, linked by a broad array of electronic, wireless, and optical networking technologies. The Internet carries a vast range of information resources and services, such as the inter-linked hypertext documents and applications of the World Wide Web (WWW), electronic mail, telephony, and file sharing.

**Internet access** is the ability of individuals and organizations to connect to the Internet using computer terminals, computers, and other devices; and to access services such as email and the World Wide Web – as defined in Wikipedia.

**"Communication Channels"** are the means and ways by which parties communicate among themselves, report issues/problems, arrange activities, report and notify each other etc, which include, but are not restrained to, telephone calls - from and to agreed persons/numbers; e-mails - from and to agreed e-mail addresses; through customer web-portals etc.

**"Points of contact"** person(s) set by the parties (stakeholders) that will initiate, carry and follow-through any and all of the communication between the parties regarding the service, using the communication channels.

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**“Monitoring process”** is done by IPKO monitoring system, by exchanging ICMP packets with the end nodes/CPEs, doing SNMP queries to get the device port status or similar activities to check the availability of the service.

**“Monitored Service”** is a specific way that IPKO deals with service(s) interruptions and/or outages. In this scenario IPKO will monitor, via ICMP and/or port or link status, the availability of the service for the customer and, in the case of outage, the system will automatically open the trouble ticket, that will be received by the responsible teams, who will engage in the service restoration

### Requirements

Customer requirements in support of this Agreement include:

- paying for the contracted services, according to the agreement signed by the Parties/Stakeholders;
- providing customer representative(s) that will be point(s) of contact with IPKO, that will, via communication channels, contact IPKO and report and/or raise any issue/problem with the service; the same person(s) who will be notified about service(s) status and any planned interruptions of the service(s) or when resolving a service related incident or request;
- notify IPKO about any eventual issues and/or problems with the service as a whole or a particular segment of the service or;
- in the case of monitored services, notify IPKO about any factors and/or activities that will, could, did cause or could have caused any issue and/or problem with the service(s);
- providing an appropriate location (related to physical safety, air cooling and air humidity, etc) and the power source for the equipment, that comply with telecom standards and will be evaluated during service setting-up.
- Enable and allow the monitoring process

Service Provider requirements in support of this Agreement include:

- Meeting response times associated with service related incidents;
- Appropriate notification to Customer for all scheduled maintenance;
- Availability, at times stated in the agreement, of the technical support (and/or sales representative?), via communication channels, to receive, acknowledge and address the issues and/or problems reported by the customer.

### Duties and responsibilities

IPKO, in its best efforts, will provide to the Customer the agreed service of internet access and supporting services, defined by parameters as bandwidth capacity, availability, reliability, etc; IPKO will intervene, at time-frames stated in the agreement, at the Customers location, when it determines necessary to do so;

The equipment installed at the Customers location are property of IPKO, therefore the Customer is obliged to exercise maximal caution for the equipment installed in its location;

The customer is responsible for the theft of the installed equipment within the Customers' location. When the customer realizes that the equipment has been stolen he is obligated to



inform IPKO and the police immediately, in this case the Customer is obligated to cover all the expenses for the stolen equipment. In case the police find the perpetrators and return the stolen equipment to IPKO, then IPKO will reimburse the sum of money paid by the Customer for the stolen equipment in his location.

If the Customer changes the location IPKO must be informed 48 hours in advance. Relocation of the equipment will be charged on the Customers' account according to the IPKO's price list.

In case of termination of the contract the equipment has to be returned to IPKO at least ten days from the day the contract was terminated. The Customer is obligated to assist IPKO in collecting the equipment from Customer's location. – must be part of the Terms and Conditions? Along with a lot of other segments

This agreement cannot be changed without written consent of both parties. In case that IPKO wants to change the terms of agreement, IPKO should inform the Customer 30 days in advance, by placing the announcement on its web page or by sending the announcement by mail to the Customer

The use of IPKO's products and services is expressly limited to the Customer, whose name appears in the contract. Benefits, rights and obligations accepted with this agreement by the Customer cannot be transferred to the third party without a written consent by IPKO.

The Customer is obligated to use the services in accordance with applicable laws, otherwise IPKO reserves the right to cooperate with competent law enforcement agencies and end or change the service and/or remove installed equipment.

IPKO is not responsible for damages arising from usage of IPKO's services or products by the Customer or from Customer's inability to use IPKO service

If any or more paragraphs in this agreement are considered unenforceable or invalid, this agreement and all other paragraphs will remain valid.

Communication systems, including internet access, are subject to degradation of service from factors and causes beyond reasonable control and responsibility of IPKO. This must be taken into consideration when evaluating the SLA.

Other terms and conditions of this agreement are fully set forth in the standard policies of IPKO. Customer is advised to request explanations from IPKO when any of the conditions of this agreement are not clear to them.

Terms of this agreement replace all previous oral, written and electronic statements

### **Type and scope of the service**

IPKO will provide to the Customer the following services and equipment for use during the term of this agreement:

- a) internet access service twenty-four hours a day, seven days a week, with bandwidth capacity as agreed on the contract and with parameters like availability, reliability, time frames for response and service resolution as mentioned in the tables below;
- b) Equipment according to the service.

This can be changed based on the services agreed between the parties.

### **The service's performance level, availability and time frames**

IPKO, for SLA1 (Premium/Gold), commits to offer a reliable service, with these performance levels as noted in table 1.



Table 1: Service availability and time frames

No.	Item	Description	Comment
1	Service	Defines the service type and its other parameters like: speed, technology etc.	Specified under service contract
2	Availability	Defines committed availability of the service contracted, and measured annually (one year period)	This level is set to 99.5%
3	Response time	Defines time to acknowledge reported outage	This level is set to 15 min.
4	Time to repair	Defines the time from reported service outage up to the time of restoration of the service.	This level is set to 4h
5	Hardware replacement	Defines the process of what will be replaced and how it will be completed	This process implies when IPKO delivers HW to customer

Note that any planned activity during IPKO maintenance windows and any event or case beyond reasonable control and responsibility of IPKO that cause service interruptions and disruptions will be taken into consideration in evaluating the SLA.

#### Monitoring process and service level reporting

The monitoring of the service will be done by ICMP (using ping utility) from IPKO monitoring system to the end devices at customer premises. These statistics will be collected and available to the customer via customer web portal, protected by the credentials that IPKO will set.

This performance levels are monitored and supervised by gathering of different type of statistics, at arranged time-lines and frequency. These statistics will be collected and available to the customer via customer web portal. Statistics gathering include, and are not restricted to: bandwidth utilization graphs, speed test tools, ICMP or other queries towards customer equipment, port on a switch or on a router status, wireless link status or any other industry standard monitoring and supervising mechanism upon which IPKO and the customer has agreed upon.

#### Service issue reporting

Customer shall report to IPKO all issues and problems with the service they are using. This will be done by the points of contact using the communication channels, noting as clearly as possible the details, such as identification of the service, description of the problem etc. Please refer to the table 1 for the time ranges for response and repair.

IPKO shall contact the point of contact and inform them about planned or unplanned interruptions of the service.

#### Response and issue resolution time-frame

Response time-frame is the time period by which IPKO will acknowledge reported outage and start the investigation of the issue.

Issue resolution time-frame is the time from reported service outage up to the time of restoration of the service.

#### Repercussions for IPKO not meeting its commitment/breach of SLA and compensations/refund

If IPKO is not able to meet the committed levels of the service performance, as stated in the table 1, then it will face the consequences that can include customer's right to ask for a

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refund/compensation. The levels of the compensations on the invoice will be based on the percentages of the breaching of the SLA.

*Table 2: SLA1 Breaching compensation table*

No.	SLA breach below agreed level	Compensation level on invoice
1	up to 5%	5%
2	up to 10%	10%
3	up to 15%	30%
4	up to 20%	50%
5	up to 50%	100%

IPKO Telecommunications LLC