

**REVISION HISTORY**

<b>DATE</b>	<b>AMENDMENT</b>	<b>DESCRIPTION OF AMENDMENT</b>

## **SERVICE DESCRIPTION 2-9: INTERNATIONAL FALCON CONNECTION SERVICE (IFC Service)**

### **1. THE SERVICE**

The **IFC Service** is a wholesale service for providing access to the Falcon cable landing station comprising one or more IFC Links, Licensed International Facilities Management Space and IFC Support Facilities.

**Available To:** ISL and ISP licensees.

**Permitted Traffic:** Traffic covered by the Access Seeker's licence.

**Reciprocal Service:** Not required.

### **2. DEFINITIONS**

Capitalised terms not defined in this Service Description are defined in the Dictionary. Terms defined in this Service Description are specific to it.

**Access Provider** means Batelco.

**Access Seeker** means the Licensed Operator.

**Connector Link** means one or more connections provided by Batelco to the international cable operator between the Batelco ODF at the Falcon cable landing station and the IFC Service Initial Point.

**Covered Failure** means an actual or suspected fault or failure in either:

- (i) the IFC Link; or
- (ii) the Connector Link.

**Delivery Lead Time** means the delivery lead time described in paragraph 7.3.

**IDF** means an intermediate distribution frame on the datacenter facility floor near the LIFM Space established by the Access Provider for the purposes of supporting connections to international capacity landing in Bahrain on the Falcon cable

**IFC Availability Rebate Cap** means 20% of the monthly rental Charges for the IFC Service applicable to the IFC Link.

**IFC Link** means a connection between the IFC Service Initial Point and the Point of Handover.

**IFC Service Initial Point** means a dedicated port on the OLO-facing side of the IDF.

**IFC Support Facilities** means the use of space, riser access to the Licensed International Facilities Management Space, riser room access, lead-in duct access, duct chamber access and Duct. For the avoidance of doubt, this IFC service does not allow personnel of the Access Seeker physical access to any relevant facility unless expressly stated in this service description.

**LIFMS Licence** means that licence contained at Annex A.

**Licensed International Facilities Management Space ("LIFMS" or "LIFM Space")** means a datacentre at the Salmaniya complex to be occupied by an Access Seeker under a licence where the Access Seeker's Equipment is to be installed as more particularly shown in the plan attached

to that licence or any other such floor area which may be licensed if relocation takes place. For the avoidance of doubt, the LIFMS is a datacentre location and not a Batelco colocation facility.

**Mean Response Time** means the average of the Access Provider's Response Times in respect of each Covered Failure measured over a quarter (being three (3) consecutive months).

**Mean Restoration Time** means the average of the Access Provider's Restoration Times in respect of each Covered Failure measured over a quarter (being three (3) consecutive months).

**ODF** means optical distribution frame.

**Order** means a written request by the Access Seeker for the IFC Service (or for additional IFC Links or LIFM Space) in a form issued or approved by the Access Provider from time to time.

**Point of Handover** has the meaning given to it in paragraph 7.1(d).

**Service Commencement Date** for each Order for the IFC Service shall be the date identified in accordance with paragraph 7.4.

**Service Period** means the term of an IFC Service which shall be a minimum of twelve months from the Service Commencement Date and which continues automatically until terminated.

**Service Credit** means, in relation to a single Service Credit, that amount represented by two percent (2%) of the monthly Charges for the IFC Service.

**Target Availability** means that amount of time over a quarter, being three (3) consecutive months, during which the IFC Service does not suffer a certain type of failure, expressed on a percentage basis.

**Threshold Response Time** means, in relation to a Covered Failure, the threshold response times set out in paragraph 7.5(c).

**Threshold Restoration Time** means, in relation to a Covered Failure, the threshold restoration times set out in paragraph 7.5(c).

**Total Service Credit Cap** means, in relation to any month, 40% of the monthly Charges for the IFC Service.

### 3. **Licensed International Facilities Management Space**

3.1 The Access Provider shall provide the Licensed International Facilities Management (LIFM) Space using the order procedure specified in Schedule 7. The parties shall enter into a LIFMS Licence in the form set out in Annex A.

3.2 Unless the Access Seeker specifically requests and Batelco exceptionally agrees, the LIFMS shall be commingled inside the secure space of the facility and the Access Seeker acknowledges that other Batelco customers will have commingled access to the LIFMS and Access Seeker Equipment.

3.3 Subject to 3.4, Batelco shall provide the Access Seeker with access to the LIFMS to allow the Access Seeker's People to access the LIFMS in order to enable the Access Seeker to perform their obligations under this Service.

- 3.4. The Access Seeker's People must observe all of Batelco's instructions and procedures relating to this Service, including Batelco's security and site regulations. Nothing in any guidance, instruction or policy can be taken to mean that Batelco assumes any risk or responsibility in relation to the Access Seeker's service, Equipment or People. An indicative summary of the current security procedures and policies is set out in Annex D. Enquiries about the details of any policy or procedure should be directed to the Access Seeker's account manager at Batelco.
- 3.5 Batelco will provide a safe working environment for any Access Seeker People at the LIFM Space. The Access Seeker shall indemnify Batelco against all claims, charges costs or expenses in any way relating to injury to or death of any Access Seeker People at or in the environs of the LIFM Space, and against all loss of or damage to the Access Seeker Equipment or any other Batelco customer's Equipment at the LIFM Space in any way connected with the Access Seeker's use of the LIFM Space.
- 3.6 The Access Seeker understands and agrees that third parties such as the emergency services and law enforcement agencies may have a legal right of entry to LIFM Space and the surrounding area at any time.
- 3.7 Access Seeker may enter the LIFM Space solely for the purposes of installing, inspecting, maintaining, adjusting, repairing, altering, replacing or removing Access Seeker Equipment within the LIFM Space in accordance with the LIFMS Licence. The Access Seeker is not permitted to enter any other part of the Batelco complex at Salmaniya.
- 3.8 All Access Seeker access must be escorted access, which comprises the provision of Batelco staff to escort the Access Seeker's People to and from the LIFM Space. Where Batelco's policies require supervision at the LIFM Space, this will be at the Access Seeker's cost and risk.

#### **4. LIFM Space related services**

- 4.1 Batelco will:
  - (a) continue to maintain and repair the LIFM Space to such standard as is adequate given the age and nature of the facility;
  - (b) provide a raised floor;
  - (c) clean and light the LIFM Space to a reasonable standard;
  - (d) subject to the Access Seeker's Equipment complying with Batelco specifications, supply cooling and ventilation for the LIFM Space as a whole to such reasonable temperatures as conditions shall determine from time to time;
  - (e) provide a supply of a/c electricity to the LIFM Space of 3kW/h (which can be increased in increments of 1kW/h up to a maximum of 7kW/h, subject to additional charges) and apply the same interruption and back-up protection to this power supply as apply to existing customers in the same facility;
  - (f) operate fire detection and suppression systems, provided that the Access Seeker is responsible for insuring its own Equipment against fire risk;
  - (g) provide a cable tray or raised floor equivalent within the perimeter of the designated LIFM Space for use by the Access Seeker to implement a connection to or between Access Seeker Equipment.

#### **5. Riser Space and Riser Room Access**

- 5.1 Batelco and the Access Seeker will enter into the permit set out in Annex B.
- 5.2 The Access Seeker must comply with the terms of the permit.
- 5.3 The Access Seeker is not permitted physical access to the riser room or riser space or Duct covered by the permit unless Batelco, exercising an unfettered discretion, consents.

## 6. **Duct and Related Access**

- 6.1 Batelco and the Access Seeker will enter into the Duct licence set out in Annex C.
- 6.2 The Access Seeker must comply with the terms of the Duct licence.
- 6.3 The Access Seeker is not permitted physical access to any Underground Plant within [250 metres] of the Salmaniya complex unless Batelco, exercising an unfettered discretion, consents and any other access to Duct must be strictly in accordance with the Batelco Duct policy in place from time to time.
- 6.4 Access Seeker must supply Batelco with the relevant cable for installation from the LIFM Space to the Access Seeker's point of presence within 5 kilometres of the Salmaniya complex.
- 6.5 Following the completion of any Make Ready Work, Batelco will install the cable into the riser, riser room, lead-in duct, and duct route which are the subject of the licences and permits in paragraph 4(f), Annex A, Annex B and Annex C. The installation will be performed by Batelco or Batelco's approved contractors at Access Seeker's cost and risk.
- 6.6 Access Seeker acknowledges that components of this IFC service will be occupying critical network infrastructure against Batelco's prudent network planning policies. Despite any other term to the contrary, if at any time while the Access Seeker is occupying a riser, riser room space, lead-in or duct pursuant to this IFC service, the legitimate network expansion or prudent risk management needs of Batelco, the access requirements of any other Access Seeker or any action by a regulatory authority, or any similar basis prudently requires the installation of any renovated, new or replacement riser, riser room facility, lead-in duct, duct bore, duct route, cable chamber or any preventative or corrective work on any such affected component inside the Salmaniya complex or within one kilometer of the Salmaniya complex then the Access Seeker must pay, on demand, the proportion of the costs of such work allocated to the Access Seeker by Batelco (which will not be less than the proportion borne by Batelco or any other Access Seeker) as if such work were Make Ready Work the cost of which had been approved in advance by the Access Seeker.

## 7 **General Service Terms**

- 7.1 The Access Seeker acknowledges:
  - (a) The components of this Service are provided together and are not severable. If either party terminates any of the components of the service then all elements of the IFC Service will terminate.
  - (b) The IFC Service comprises the IFC Link, the LIFM Space and additional support services set out in this service description;
  - (c) In addition to the components provided or supported under this IFC Service, an end-to-end international connection requires components, including international capacity and far end tails, for example , which are not provided by Batelco as part of this service.

- (d) The Point of Handover for the IFC Link is a port on the Access Seeker's Equipment in the rack/cabinet located at the LIFM Space.
- (e) The IFC Link presentation interface to the Access Seeker will be optical.

**7.2 Ordering**

- (a) The Access Seeker must submit a correctly completed Order to Access Provider to request supply of the IFC Service in accordance with the Supply Agreement. The Order shall be submitted in the form specified by Access Provider from time to time.
- (b) To be valid, the Order must be accompanied by reference information identifying the matching international capacity order to enable the Access Provider to implement the Connector Link.
- (c) Subject to Access Provider accepting the Order, and the Access Seeker fulfilling all of its obligations under the Supply Terms, Access Provider will provide and the Access Seeker will acquire the IFC Service as specified in the Order accepted by Access Provider.
- (d) The provision of the IFC Service is available as set out below, subject to availability of space, capacity and related equipment.

**7.3 Delivery and Installation Lead Times for IFC**

- (a) The Delivery Lead Time for the installation of an IFC Service for an Order placed by the Access Seeker and accepted by the Access Provider will be:
  - (i) two weeks in relation to the first IFC Link and one week in relation to any subsequent IFC Link;
  - (ii) three weeks in relation to additional LIFM Space;
  - (iii) in relation to the cable, assuming all relevant facilities have been confirmed as available by Batelco, six weeks following the notification to Batelco by the Access Seeker that the Access Seeker's cable is available and ready for installation.
- (b) The Service Rebates for a failure to meet the Delivery Lead Time for the IFC Link in the preceding paragraph are as follows:

<b>Actual provisioning time in relation to IFC Link and LIFM Space  (Number of weeks after expiration of the applicable Delivery Lead Time)</b>	<b>Rebate</b>
0-1 week	5 Service Credits
1-2 weeks	10 Service Credits
> 2 weeks	20 Service Credits

#### 7.4 Testing

- (a) The Access Provider will notify the Access Seeker when the IFC Link has been installed and the Connector Link is established. If the Access Seeker does not sign for acceptance it will be deemed to have accepted the IFC Service with effect from the date of the notification of installation unless the Access Seeker notifies the Access Provider within two days from the notification that the Access Seeker does not accept the IFC Service indicating a valid performance-based reason for not accepting the IFC Service.
- (b) The Service Commencement Date is the date of actual or deemed acceptance under paragraph 7.4(a).
- (c) The Access Provider can be available (if requested by the Access Seeker) to support testing of:
  - (i) the connection between the Access Seeker's point of presence and the far end cable station following the connection of the IFC Link and any additional connection to the international capacity; and/or
  - (ii) the end-to-end linkas arranged by the Access Seeker, in each case by attending the Access Seeker's premises to conduct such testing at Access Provider's standard rates; and/or
  - (iii) the IFC Link and the Connector Link by looping those links back to the Access Seeker's test equipment.

#### 7.5 Performance and uptime

- (a) The Target Availability for the IFC Link is set out below, including the Service Rebate regime that will apply if the relevant Target Availability falls below the stated threshold:

Calculation	Target Availability	Service Rebate
Target Availability for periods free of Covered Failure	99.9%	2 Service Credits per 0.01% or part thereof below the Target Availability but not exceeding the IFC Availability Rebate Cap

- (b) For the avoidance of doubt the Access Provider may, if notified to the Access Seeker, support target availability rebate in respect of Covered Failures occurring in the Connector Link provided that the Access Seeker must comply with the same terms and processes in respect of such rebate as it would if the Covered Failure were a fault in the IFC Link.

#### 7.6 Fault response and repair

- (a) The Access Seeker will as soon as practicable after becoming aware of a Fault with the IFC Link or any other Covered Failure, notify the Access Provider of that Fault in accordance with the procedures for the reporting of faults set out in Schedule 6 (Fault Management) for the reporting of faults, Fault investigation and identification of the Fault Owner and Other Affected Party.
- (b) The Access Provider can be available as the first point of contact for fault management in respect of the end to end international service. If the fault is not a Covered Failure then Batelco's standard rates will apply for assistance.

- (c) The Access Provider agrees to observe the following Response Times and Restoration Times:

<b>Fault type</b>	<b>Response Time</b>	<b>Restoration Time</b>	<b>Threshold Response Time</b>	<b>Threshold Restoration Time</b>
Covered Failure	10 minutes	3 hours	15 minutes	5 hours

- (c) Where Access Provider's Mean Response Time or Mean Restoration Time exceeds the Threshold Response Time or Threshold Restoration Time respectively for Covered Failures then the following Service Rebates, assessed on a quarterly basis, will apply:

<b>Fault type (as defined in Schedule 6)</b>	<b>Time by which Mean Response Time exceeds Threshold Response Time</b>	<b>Service Rebate</b>	<b>Time by which Mean Restoration Time exceeds Threshold Restoration Time</b>	<b>Service Rebate</b>
Covered Failure	15 minutes	4 Service Credits	1 hour	4 Service Credits
	1 hour	5 Service Credits	2 hours	5 Service Credits
	> 1 hour	6 Service Credits	> 2hours	6 Service Credits

## 7.7 Termination

- (a) The Access Seeker shall be entitled to terminate an IFC Service agreement on three month's written notice to the Access Provider.
- (b) On termination, the Access Seeker must pay to Access Provider by way of liquidated damages the charges for the IFC Service until the end of the notification period or the minimum Service Period whichever is greater.

## 7.8 Access Seeker Obligations

The Access Seeker must provide Access Provider and any employee, agent, affiliate or contractor of Access Provider with all information and assistance that person may reasonably require to test, commission and maintain the IFC Service and to assess, respond to and restore Covered Failures.



#### 7.9 **Variation or Withdrawal**

The Access Provider may at any time on reasonable notice to the Access Seeker change the technical specification of the Service provided that any such change does not materially affect the substance of the performance of the Service.

#### 8. **CHARGES**

- (a) The Access Seeker shall pay to the Access Provider the relevant Charges determined in accordance with Schedule 3 of this Reference Offer.