

SERVICE DESCRIPTION 2-4: INTERNATIONAL PRIVATE LEASED CIRCUIT SERVICE (IPLC)

1. THE SERVICE

The International Private Leased Circuit (IPLC) Service is a wholesale dedicated international private leased circuit service for carrying Access Seeker's traffic between an Access Seeker's Point of Presence in Bahrain and a location outside Bahrain. The IPLC Service is provided by Access Provider from the Point of Handover at a location in Bahrain up to the effective mid-point of the international segment of the circuit.

Available To: ISL and ISP licence holders.

Traffic: Only traffic (a) agreed between the Access Seeker and the other relevant operator (if the traffic originates from or passes through a network other than the Access Seeker's network) and (b) covered by the Access Seekers 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.

Distant End Circuit means, in relation to any IPLC Service, the corresponding dedicated international private leased circuit links between the location outside Bahrain and the effective mid-point between the Near End International Gateway and the Distant End International Gateway.

Distant End International Gateway means the Third Party Operator's distant end international gateway at which the international segment terminates.

End User Premises means a permanent physical location in Bahrain owned or controlled by a person or organisation who is neither a licensee, nor affiliated to or controlled by a licensee, and from which location that person conducts business and receives telecommunication services.

Fixed Service Period means, where the Access Seeker has submitted an Order requesting that an IPLC Service be provided for a fixed period and the Order has been accepted by Access Provider, the period during which the resulting IPLC Service Agreement remains in force, such period commencing on the Service Commencement Date.

IPLC Service means dedicated international private leased circuit transmission capacity for digital point-to-point communications between the Point of Handover at a location in Bahrain and the effective mid-point between the Near End International Gateway and the Distant End International Gateway.

IPLC Service Agreement means an agreement to provide IPLC Service formed by the acceptance by Access Provider of an Order submitted by the Access Seeker.

Minimum Service Period means an applicable minimum period of six (6) calendar months (unless otherwise stated in an Order submitted by the Access Seeker and Accepted by Access Provider) for which the IPLC Service will be provided, such period commencing from the Service Commencement Date.

Near End International Gateway means the Access Provider's near end international gateway at which the international segment terminates.

Open Service Period means, where the Access Seeker has requested that an IPLC Service be provided on a continuing basis, the period during which an agreement to provide such IPLC Service remains in force, such period commencing on the Service Commencement Date and continuing until terminated in accordance with paragraph 3.4 (a) of this Service Description or the Supply Terms.

Point of Handover means the port on the Access Seeker side of the Access Provider's equipment identified as the network termination unit and located at the Access Seeker's Point of Presence

Point of Presence means an aggregation or network connection point in the Access Seeker's Network located at premises owned or shown to be leased by the Access Seeker or at a Batelco colocation facility, but for the avoidance of doubt cannot be at an End User Premises, cable station, earth station, manhole, power room, lead-in pipe, duct, outdoor cabinet, MDF, riser room or anywhere not on the main island of Bahrain unless connected by a permanent physical connection above sea level and accessible by the Access Provider..

Service Commencement Date for each Order for the IPLC Service will be the date of successful implementation of the IPLC.

Service Period means either an Open Service Period or a Fixed Service Period (as indicated in the Order) commencing on the Service Commencement Date.

Third Party Operator means any third party telecommunications operator and in relation to any Distant End Circuit, means a telecommunications operator that is able to provide Distant End Circuit service and authorised under applicable laws to provide Distant End Circuits in the relevant jurisdiction.

3. TERMS

3.1 Forecasting

Within the first week of each calendar quarter, the Access Seeker must supply, in respect of each month of the six (6) month period following the date of the forecast, a forecast of the IPLCs the Access Seeker anticipates that it will require, broken down by route and by capacity, in the form reasonably required by Access Provider from time to time, or if Access Provider has not provided any form, then in a reasonable format devised by the Access Seeker.

3.2 Supply of Service

- (a) The Access Seeker must submit a correctly completed Order to Access Provider to request supply of the IPLC Service in accordance with the Supply Agreement. The

Order shall be submitted in the form reasonably specified by Access Provider from time to time.

- (b) Subject to Access Provider obtaining all necessary consents and the Access Seeker fulfilling all of its obligations, Access Provider will provide and the Access Seeker will acquire the IPLC Service as specified in the Order accepted by Access Provider.
- (c) The IPLC Service is available at the bandwidths and Charges set out below and subject to availability determined in accordance with the Access Provider's Priority Policy. The Access Provider will only withdraw a bandwidth from availability on six (6) months' notice. Withdrawal of a bandwidth will not affect the unexpired portion of any Fixed Service Period of an IPLC.
- (d) The technical specifications applicable to the IPLC Service and the reasonably technical requirements which the Access Seeker must satisfy in order for Access Provider to accept an Order the IPLC Service will be as indicated by Access Provider to the Access Seeker from time to time.
- (e) Access Provider shall notify the Access Seeker that installation is satisfactorily completed.

3.3 Termination

- (a) Where an IPLC Service Agreement has an Open Service Period and provided that the Minimum Service Period has expired, either party shall be entitled to terminate such IPLC Service Agreement on three months' written notice to the other party.
- (b) Where an IPLC Service Agreement has a Fixed Service Period and provided that the Minimum Service Period has expired, the Access Seeker may, subject to the following, terminate such IPLC Service Agreement on three month's written notice to Access Provider. Should the Access Seeker terminate such IPLC Service Agreement within the Fixed Service Period, the Access Seeker shall pay to Access Provider by way of liquidated damages an amount equal to:
 - (i) any termination penalty or liquidated damages payable by Access Provider to any Third Party Operator in respect to such termination, provided that Access Provider shall use all reasonable efforts to minimise the amount of any such termination penalty or liquidated damages, including by converting a fixed service period to an open service period; and
 - (ii) Charges to the date of early termination plus the difference between the Access Provider's Charge for an equivalent IPLC Service for an Open Service Period and the discounted Charge for the Fixed Service Period for the period from the Service Commencement Date up to and including the date of early termination.

In submitting an Order requesting a Fixed Service Period the Access Seeker expressly acknowledges that liquidated damages as calculated above form a reasonable pre-

estimate of the loss which Access Provider would suffer as a result of early termination by the Access Seeker. Such liquidated damages shall be the Access Provider's sole and exclusive damages or monetary remedy for such early termination.

- (c) Following the expiry of any Service Period the IPLC Service Agreement shall be automatically renewed on a monthly basis at the same rate unless terminated by either party as provided above.

3.4 Access Seeker Obligations

- (a) The Access Seeker must provide Access Provider with suitable space for, and access at reasonable times to, any Access Provider equipment required to be located in the building in which the IPLC Service is located within the control of the Access Seeker. If consent is required from a third party, the Access Seeker shall procure such consent. Access Provider is not required to pay the Access Seeker for the preparation or use of, or access to, space provided pursuant to this sub-paragraph.
- (b) If the Access Provider equipment requires a continuous mains electricity supply and electricity connection points, they shall be supplied, in the location specified by Access Provider, by the Access Seeker at its expense. Such electricity shall be available at the same level of supply, protection and continuity as that available to the Access Seeker's own equipment.
- (c) The Access Seeker shall be solely responsible for any loss, theft or destruction of, or damage (reasonable wear and tear excepted) to Access Provider equipment required to be located in the building in which the IPLC Service is located within the control of the Access Seeker, howsoever caused (unless caused by Access Provider or its agents), occurring at any time while such Access Provider equipment is so located.
- (d) 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 design, test, commission and maintain the IPLC Service (which may include without limitation participation in testing procedures as and when reasonably requested by Access Provider).

3.5 Distant End Circuit

- (a) The Access Seeker must arrange for provisioning of the Distant End Circuit and must use all reasonable efforts to ensure that:
 - (i) the Distant End Circuit is installed, tested and made available in good time to enable the IPLC Service to be provided on or before the Estimated Implementation Date;
 - (ii) the interfaces between the Distant End Circuit and the IPLC Service conform to Access Provider's technical standards and specifications;
 - (iii) the Third Party Operator deals directly with, and provides reasonable assistance to, Access Provider in relation to the connection and inter-working of the IPLC Service and the Distant End Circuit; and

- (iv) the continued operation of the Distant End Circuit for as long as the IPLC Service is provided, including by promptly settling all invoices.
- (b) If supply of a Distant End Circuit expires or is suspended, withdrawn or terminated for any reason before the expiry or termination of the agreement for the IPLC Service then the Access Seeker continues to be liable for all Charges payable for the IPLC Service.

3.6 Variation or Withdrawal

- (a) Access Provider may upon providing three months' written notice to the Licensed Operator vary the IPLC Service or withdraw the IPLC Service, or any part thereof, by issuing a revised Service Description.
- (b) Notwithstanding paragraph (a) above, unless the Access Provider and Access Seeker agree otherwise at the time, any withdrawal or variation of the IPLC Service, or any amendment to the Charges payable for the IPLC Service in accordance with Schedule 3, shall be without effect to any then existing IPLC Service Agreement which shall continue in force in accordance with its terms and conditions (including as to Charges payable) until terminated in accordance with this Service Description or the Supply Terms.
- (c) Notwithstanding the above Access Provider may at any time change the technical specification of the Service (except as provided in Clause 3.3(d) above), provided that any such changes do not materially affect the substance of the performance of the Service, and may at any time suspend the Service in order to carry out planned or emergency maintenance.

3.7 Charges

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

3.9 Maintenance

Access Provider shall provide maintenance and support services in respect of the IPLC Service in accordance with good industry standards and to at least the service levels provided by Access Provider to its customers for services the same or equivalent to international private leased circuit services.

3.10 Priority Policy

- (a) The Access Provider shall develop, disclose to the Access Seeker and subsequently apply a policy (the "Priority Policy") for IPLC Service applications within twenty-one (21) days of the date of the first service request for the IPLC Service from the Access Seeker or any Licensed Operator.
- (b) The Priority Policy shall be consistent with the following principles:

- (i) the Priority Policy of the Access Provider must be non-discriminatory between Access Seekers;
- (ii) the Priority Policy must apply on a non-discriminating basis to the provisioning of accepted IPLC Service applications and the Access Provider's own internal confirmed orders, requirements and plans for international private leased circuits, its Near End International Gateway or the relevant international circuit capacity; and
- (iii) subject to sub-paragraph (i) above, the Access Provider must seek to maximise the efficiency of its Priority Policy.