

## SERVICE DESCRIPTION 2-7: INTERNATIONAL CABLE LANDING STATION ACCESS (ICLSA)

### 1 THE SERVICE

1.1 The International Cable Landing Station Access (ICLSA) Service provides access to the following cable landing stations, up to the territorial water of the Kingdom of Bahrain, where international submarine cables are landed with Batelco:

- a) Fiber Optic Gulf (FOG);
- b) Gulf Bridge International (GBI); and
- c) FALCON.

(each a “**Cable Landing Station**” as further defined in clause 2) and a link between the particular Cable Landing Station and the point of the relevant international submarine cable at the boundary of the territorial waters of the Kingdom of Bahrain and international waters.)

1.2 The ICLSA is available to an Access Seeker that is a duly licensed operator in the Kingdom of Bahrain.

1.3 The ICLSA service refers to either:

- a) International Cable Landing Station Connection (ICLSC) only; or
- b) The combination of International Cable Landing Station Connection (ICLSC) and Direct International Cable Landing Station Hosting (ICLSH);

together with the ancillary services set out in this Schedule.

### 2 DEFINITIONS

Subject to clause 10 (Special Conditions) and Annex 3 of this Service Description, capitalised terms not defined in this Service Description are defined in Schedule 8 (Dictionary and Rules of Interpretation and Construction). Terms defined in this Service Schedule are specific to it.

**Access Provider** means Batelco.

**Access Seeker** means the Licensed Operator.

**BNET** means BNET B.S.C(c).

**BNET PoP** means the BNET Point of Presence network connection or aggregation equipment installed in a CLS.

**Cable Landing Station (“CLS”)** means the telecommunication station usually located in the vicinity of the landing point and housing the optical fibre submarine cable system terminal equipment and that of associated terrestrial systems (as defined in ITU-T Rec. G.972 (10/2020)).

**Covered Failure** means an actual or suspected fault or failure in one of the ICLSA Service components.

**Delivery Lead Time** means the delivery lead time described in paragraph 6.3.

**Discriminatory Behaviour** means any behaviour by an Access Seeker that requires the purchase of the ICLSA service and results in distortion of the international connectivity market, obstructs other licensed operators' ability to compete, or is harmful to the Kingdom's strategic objectives as set out in its National Telecommunications Plan.

**Direct ICLSH** means an ICLSH service provided by the Access Provider where the Access Seeker occupies colocation space at the CLS where the Access Seeker's Equipment is installed as set out under clause 3.2 of this Schedule and pays the Access Seeker charges directly for the ICLSH.

**Domestic Point of Handover** for the ICLSC service is a port on either the Access Seeker's Equipment in the rack/cabinet located in the CLS under Direct ICLSH or a port on the BNET PoP, as specified in Annex 1 of this Service Description.

**ICLSA** means International Cable Landing Station Access as illustrated in Annex 1 of this Schedule;

**International Cable Landing Station Connection ("ICLSC")** means the combination of active and passive service(s) between the Domestic Point of Handover to the International Point of Handover.

**International Cable Landing Station Hosting ("ICLSH")** means a co-location space, designated at the CLS to which the Access Seeker has access either through:

- (a) Direct ICLSH; or
- (b) BNET's PoP.

**International Point of Handover** means the point of the relevant international submarine cable that is at the boundary of the territorial water of the Kingdom of Bahrain with international waters.

**LoA or Letter of Authorization** means a letter or other legal document by which the author, who is a legal person, authorises or legally allows another party to undertake a specified action.

**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 calendar month.

**National Access ODF** means the ODF connecting the Domestic Point of Handover at the ICLSH to the IC PoP ODF as part of the ICLSC.

**ODF** means optical distribution frame.

**PoP** mean Point of Presence.

**Service Commencement Date** for each Order for the ICLSA Service shall be the date identified in accordance with paragraph 6.4(b).

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

**Service Period** means the term of an ICLSA Service which shall be a minimum of twelve months from the Service Commencement Date and which continues automatically from the expiry of the initial term mentioned in the Order on a rollover basis (which is monthly by default unless otherwise agreed in a Order) until terminated under Clause 7.

**SLTE** mean the Submarine Line Terminal Equipment.

**Submarine Cable** means a communications cable laid beneath the sea or other body of water to provide communications or data transfer from one land based location to another.

**Target Availability** means that amount of time over a quarter, being three (3) consecutive months, during which the ICLSA Service.

**Threshold Response Time** means, in relation to a Covered Failure, the threshold response times set out in paragraph 6.6(c).

**Threshold Restoration Time** means, in relation to a Covered Failure, the threshold restoration times set out in paragraph 6.6(c).

**Regulator** means the Telecommunications Regulatory Authority of the Kingdom of Bahrain.

### **3 INTERNATIONAL CABLE LANDING STATION HOSTING (ICLSH)**

- 3.1 The Access Provider shall provide the ICLSH Service using the order procedure specified in Schedule 5 subject to this clause 3 and clause 6 of this Service Description (which shall take precedence).
- 3.2 Unless the Access Seeker specifically requests and the Access Provider exceptionally agrees, the Direct ICLSH shall be located inside the secure shared space of the designated CLS and the Access Seeker acknowledges that other Access Provider customers will have shared access to the Direct ICLSH. Such request shall be subject to additional charges agreed between the Access Seeker and the Access Provider.
- 3.3 Subject to clause 3.4, the Access Provider shall provide the Access Seeker with access to the Direct ICLSH to allow the Access Seeker's personnel to access the Direct ICLSH in order to enable the Access Seeker to perform its obligations under this Service.
- 3.4 The Access Seeker's personnel must adhere to the Access Provider's reasonable written security and site regulations relating to the Direct ICLSH, which include the Access

Provider's site and security regulations as set out in its Facility Access Technical Manual, as and when such manual has been submitted by the Access Provider to the Regulator.

- 3.5 The Access Provider will provide a safe working environment for any Access Seeker personnel for the Direct ICLSH.
- 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 the Direct ICLSH and the surrounding area at any time.
- 3.7 All Access Seeker access must be escorted access, which comprises the provision of Access Provider staff to escort the Access Seeker's personnel to and from the ICLSH.
- 3.8 Any Domestic Point of Handover for connectivity terminating to the Access's Seeker's PoP equipment located under the Direct ICLSH Service should terminate to the Access Seeker's PoP at the designated area.
- 3.9 The ICLSH Service does not provide any storage facilities to the Access Seeker.

#### **4. ICLSH RELATED SERVICES**

4.1 The Access Provider will:

- a) maintain and repair the ICLSH to such standard as is adequate given the age and nature of the facility;
- b) provide a raised floor;
- c) clean and light the ICLSH to a reasonable standard;
- d) subject to the Access Seeker's Equipment complying with specifications under any type approval requirement mandated by the Regulator, supply cooling and ventilation for the ICLSH 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 ICLSH of 3kW/h (which can be increased in increments of 1kW/h up to a maximum of 7kW/h. The price of additional power requirements up to 7kW/h and the consumption of power, should be based on actual costs incurred by the Access Provider and apply the same interruption and back-up protection to this power supply as applies to existing customers in the same facility;
- f) operate fire detection and suppression systems, provided that the Access Seeker fulfils its obligations under section 17 of Schedule 9 (Supply Terms);
- g) provide a cable tray or raised floor equivalent within the perimeter of the designated ICLSH for use by the Access Seeker to implement a connection to or between Access Seeker Equipment.

- h) provide internal patching between the Access Seeker Domestic Point of Handover to the National Access ODF.

## 5 INTERNATIONAL CABLE LANDING STATION CONNECTION (ICLSC) SERVICE

- 5.1 The Access Provider shall provide the ICLSC Service using the order procedure specified in Schedule 5 subject to this clause 5 of this Service Description (which shall take precedence).
- 5.2 The Access Seeker should submit a complete filled Service Request. The Service Request should include all details necessary for the Access Provider to provide the ICLSC Service as mentioned in clause 6.2(a) of this Schedule.
- 5.3 The Access Seeker should provide all required LoAs and documents for the Access Provider to complete all patching activities of the ICLSC service as set out in clause 6.2 (b) of this Schedule.

## 6 GENERAL SERVICE TERMS

- 6.1 The Access Seeker acknowledges:
- A Domestic Point of Handover in the CLS is required to order and maintain the ICLSC Service components of the Service.
  - If the Access Seeker fails to provide details or documents required by the Access Provider this could lead to delays in provisioning the ICLSA.
  - Except as expressly stated otherwise in this Service Description, the Access Provider will provide the ICLSA as per the Key Performance Indicators (“KPIs”) set out in the table below, with time being of the essence. For the avoidance of doubt, for the ICLSA the KPIs below apply in place of any key performance indicators set out in the Body Terms of the Reference Offer.

| NO. | Milestone                       | KPI (Working Days)                                                                |
|-----|---------------------------------|-----------------------------------------------------------------------------------|
| 1   | Service Request Acknowledgement | 2                                                                                 |
| 2   | Service Request Acceptance      | +2 (Subject to receiving a complete filled Service Request with accurate details) |

|   |                                             |                                                                                                                                                                                                                                                                                          |
|---|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                             | and all relevant documents mentioned in the Service Description)                                                                                                                                                                                                                         |
| 3 | Raising Orders in the System                | +1                                                                                                                                                                                                                                                                                       |
| 4 | Joint Site Survey                           | 3 (If required and after the Access Provider receives a request from the Access Seeker)                                                                                                                                                                                                  |
| 5 | Handover the Service                        | <p>5<br/>(From raising the Service Request in the systems and if no additional physical resources are required (both for new requests and for upgrades/downgrades)</p> <p>20<br/>(From raising the Service Request in the systems and if additional physical resources are required)</p> |
| 6 | Confirm Service Acceptance by Access Seeker | <p>2<br/>(From Service Handover date)</p>                                                                                                                                                                                                                                                |

- d) The national access and the international submarine cable system capacity are not part of the ICLSA service. The Access Provider does not take any responsibility of such services and it is the sole responsibility of the Access Seeker to communicate with its providers of these services.
- e) The Access Provider will start billing the Access Seeker once the ICLSA Service is accepted as per the KPI and clause 6.3(a).
- f) The ICLSA presentation interface to the Access Seeker will be optical.
- g) The Access Seeker acknowledges that the submarine segment after the SLTE in the CLS, in case if the Access Provider does not own and/or effectively control it, shall not be part of the provisioning and delivery. The Access Seeker shall be the sole responsible party to

communicate with the submarine cable owner for all provisioning and delivery activities beyond the SLTE.

- h) Except as provided in 6.1(a) above, the ICLSA shall not require the Access Seeker to obtain any additional non-regulated services in order to obtain it.

## 6.2 Ordering:

- a) The Access Seeker shall submit a correctly complete Service Request. The Service Request should include all details necessary for the Access Provider to provide the ICLSC Service. Such details should include, but not be limited to:
  - i. Port details for the Domestic Point of Handover at the Access Seeker's or BNet's PoP part of the ICLSH.
  - ii. Port details at the SLTE of the cable owner, if the SLTE is operated by other parties than the Access Provider.
- b) In order for the Access Provider to complete all patching activities of the ICLSC service, the Access seeker should provide the following:
  - i. If the Access Seeker is using a national access service from BNet, LoA should be provided by BNet to allow the Access Provider to patch the assigned port on BNet's PoP.
  - ii. If the Access Seeker is using his own PoP part of the ICLSH, LoA should be provided by the Access Seeker to allow the Access Provider to patch the assigned port on the Access Seeker's PoP
  - iii. LoA should be provided by the submarine cable system owner and addressed to the Access Provider, if the SLTE is not operated by the Access Provider, to allow the Access Provider to patch the assigned port on the SLTE.

## 6.3 Delivery and Installation Lead Times for ICLSA Service:

- a) The Delivery Lead Time for the installation of an ICLSA Service for an Order placed by the Access Seeker and accepted by the Access Provider will be in accordance with the timetable set out in Clause 6.1(c) of this Schedule. For the purposes of this Schedule the times set out in the timetable are of the essence, and are not guidelines; and
- b) The Service Rebates for a failure to meet the Delivery Lead Time for the ICLSA service in the preceding paragraph are as follows:

| Failure to meet Delivery Lead time                                                                         | Rebate             |
|------------------------------------------------------------------------------------------------------------|--------------------|
| Failure to meet the applicable Delivery Lead Time                                                          | 50 Service Credits |
| Every Working Day (or part of a Working Day) until Milestone 7 acceptance as per the KPI and clause 6.4(a) | 25 Service Credits |

The Service Rebate calculated under this clause 6.3(b), in relation to any month, will not exceed the monthly Charges for the ICLSA Service, accepting payment of the Service Rebate is without prejudice to the Access Seeker's rights to recover damages from the Access Provider.

#### 6.4 Testing:

- The Access Provider will notify the Access Seeker when the ICLSC has been provisioned and provide a Service Handover Letter. The Access Seeker will have 2 Working Days, as defined in the Body Terms, from the date of the Service Handover Letter to test and report any faults indicating a valid performance-based reason for not accepting the Service. If the Access Seeker does not sign nor report any faults for acceptance during the 2 Working Day period, it will be deemed to have accepted the ICLSC Service with effect from the date of the Service Handover Letter.
- The Service Commencement Date is the date of actual or deemed acceptance under paragraph 6.3(a).
- The Access Provider can be available (if requested by the Access Seeker giving a sufficient notice period), during the 2 Working Day period of testing extended to the Access Seeker, as defined in the Body Terms, to support testing the ICLSC service. If physical attendance is required in the CLS by the Access Provider personnel to support such testing for initial service provisioning, the Access Provider will not level any additional charge for such attendance.
- In the case where the Access Provider does not own and /or effectively control the submarine segment after the SLTE, the Access Provider shall only be responsible for testing up to the SLTE. Therefore, in such a case, the Access Seeker shall be the sole responsible party to communicate with the submarine cable owner for all testing activities beyond the SLTE.
- The Access Seeker acknowledges that if the Access Provider activates the ICLSC service ahead of the activation of the submarine segment beyond the SLTE, in case of the Access

Provider does not own or effectively control it, the Access Provider shall start the billing of the ICLSC service as per the Service Commencement Date.

#### 6.5 Performance and Uptime:

- a) The Target Availability for the ICLSA shall be as set out below, alongside the Service Rebate regime that will apply (without prejudice to the Access Seeker's rights to recover damages from the Access Provider) 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%<br>(Calculated from time of notification submitted by the Access Seeker) | 2 Service Credits per 0.01% or part thereof below the Target Availability but not exceeding the monthly Charges for the ICLSA Service |

#### 6.6 Fault Response and Repair:

- a) The Access Seeker will as soon as practicable after becoming aware of a Fault with the ICLSA Service 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 to the ICLSA Service, excluding the submarine segment after the SLTE, if the Access Provider does not own and/or effectively control it. If the fault is not a Covered Failure then the Access Provider's standard rates will apply for assistance.
- c) The Access Provider agrees to observe the following Response Times and Restoration Times:

| Fault Type      | Response Time | Restoration Time | Threshold Response Time | Threshold Restoration Time |
|-----------------|---------------|------------------|-------------------------|----------------------------|
| Covered Failure | 30 minutes    | 3 hours          | 15 minutes              | 5 hours                    |

- d) Where the 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 without prejudice to the Access Seeker's rights to recover damages from the Access Provider:

| Fault type (as defined in Schedule 60) | Time by which Mean Response Time exceeds Threshold Response Time | Service Rebate                                  | Time by which Mean Restoration Time exceeds Threshold Restoration Time | Service Rebate                                  |
|----------------------------------------|------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------|
| Covered Failure                        | 15 minutes                                                       | 20 Service Credits                              | 1 hour                                                                 | 20 Service Credits                              |
|                                        | 1 hour                                                           | 10 Service Credits                              | 2 hours                                                                | 10 Service Credits                              |
|                                        | Greater than 1 hour                                              | 10 Service Credits for each hour (or part hour) | Greater than 2 hours                                                   | 10 Service Credits for each hour (or part hour) |

## 7 TERMINATION

- 7.1 During the initial term of the Service Period mentioned in the Order, the Access Seeker shall have the right to terminate the Service for convenience subject to a three (3) months' advance written notice to the Access Provider. After the expiry of the initial term of the Service Period mentioned in the Order, the Service Period may continue on a rollover basis (which will be monthly by default, unless otherwise specified in the Order), in which case the Access Seeker shall have the right to terminate the Service for convenience subject to at least a one (1) months advance written notice to the Access Provider.
- 7.2 The Parties acknowledge that a termination of the Direct ICLSH service shall not automatically trigger a termination of the ICLSC service connected to the Direct ICLSH service. The Access Provider will provide the Access Seeker with the option to vary the ICLSH service to allow the Access Seeker to migrate their equipment from the Direct ICLSH to an ICLSH using the BNET PoP.
- 7.3 In the event of termination under clause 7.1, the Access Seeker must pay the Access Provider by way of liquidated damages the charges for any of the ICLSA Services until the end of the notification period of the Minimum Term, whichever is greater.
- 7.4 Following termination of the Service, the Access Seeker shall remove all equipment from the CLS within a period of ten (10) Working Days from the effective date of termination. If the Access Seeker fails to do so, the Access Provider reserves its right to switch off or dismantle the Access Seeker's equipment and charge the Access Seeker for any related direct and indirect cost incurred due to this activity. The Access Seeker indemnifies the Access Provider from any direct and indirect losses arising from such activity.

## 8 CHARGES

- 8.1 The Access Seeker shall pay to the Access Provider the relevant Charges determined in accordance with Schedule 3 of this Reference Offer.
- 8.2 All prices do not include VAT or any other sales, use or other transactional tax, duty or impost. The existing rules concerning VAT or such taxes, duties or imposts in the Kingdom of Bahrain will be applied separately in the invoice.
- 8.3 Rental Charges will be invoiced monthly in advance. Rental Charges for Services provided for part of a month will be charged on a pro-rata basis.
- 8.4 Non-Recurring Charges related to the provisioning of the ICLSA service shall be invoiced in arrears.

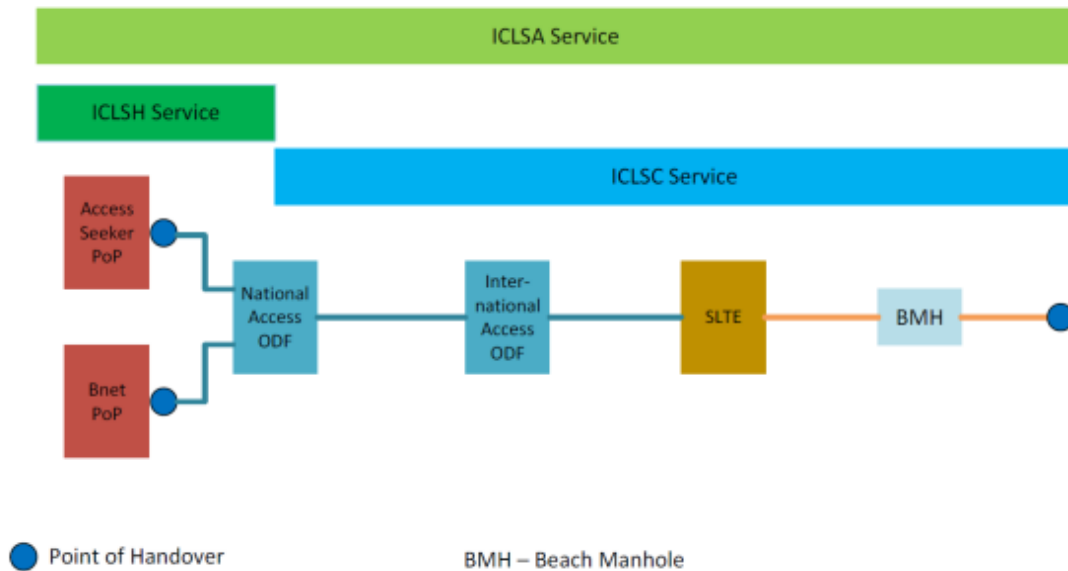
## 9 DISCRIMINATORY BEHAVIOUR

- 9.1 Subject to the prior approval of the Regulator, the Access Provider shall not be bound by its price obligations under this Reference Offer, as set out in Schedule 3, where an Access Seeker conducts Discriminatory Behaviour.

## 10 SPECIAL CONDITIONS

- 10.1 The terms of this Reference Offer shall be modified as set out in Annex 3 of this Service Description as special conditions (the “**Special Conditions**”), to the extent that its provisions may not apply, or may need amending, for the ICLSA service.

## Annex 1 – ICLSA Diagram:



## Annex 2 – Service Request Form:

Batelco, a brand operated under Beyon B.S.C.

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هاتف: ٨١ ٨٨ ١٧ (+٩٧٣)، فاكس: ٥١ ٨٨ ٣٤ (+٩٧٣)

ص.ب. ١٤، المنامة، مملكة البحرين

[batelco.com](http://batelco.com)

This Agreement is made between Bateco and customer and is governed by Bateco's Reference offer or the ICUSA Service

Request Type: | \*select&gt;

| CUSTOMER DETAILS                                                                                                                      |          |          |                               |                                                     |             |
|---------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-------------------------------|-----------------------------------------------------|-------------|
| Company Name:                                                                                                                         |          |          |                               | <input type="checkbox"/> (same as customer details) |             |
| Contact Name:                                                                                                                         |          |          |                               | Billing Contact:                                    |             |
| Postal Address:                                                                                                                       |          |          |                               | Billing Address:                                    |             |
| Phone Number:                                                                                                                         |          |          |                               | Phone Number:                                       |             |
| Contact e-mail:                                                                                                                       |          |          |                               | Contact e-mail:                                     |             |
| SERVICE DETAILS                                                                                                                       |          |          |                               |                                                     |             |
| Service Type:                                                                                                                         |          | <select> |                               | Contract Period:                                    |             |
| CLS:                                                                                                                                  |          | <select> |                               | <select>                                            |             |
| Description                                                                                                                           | Capacity | Qty      | Curr.                         | Net MRC                                             | NRC         |
|                                                                                                                                       |          |          |                               |                                                     |             |
|                                                                                                                                       |          |          |                               |                                                     |             |
|                                                                                                                                       |          |          |                               |                                                     |             |
|                                                                                                                                       |          |          |                               |                                                     |             |
|                                                                                                                                       |          |          |                               |                                                     |             |
| <b>Grand Total:</b>                                                                                                                   |          |          |                               | <b>0.00</b>                                         | <b>0.00</b> |
| Total amount (in words):                                                                                                              |          |          |                               |                                                     |             |
| Remarks:                                                                                                                              |          |          |                               |                                                     |             |
| AGREEMENT                                                                                                                             |          |          |                               |                                                     |             |
| By signing the below, the Customer, declares that he/she has read, understood and accepted the terms and conditions of the Agreement. |          |          |                               |                                                     |             |
| For and on behalf of Customer:                                                                                                        |          |          | For and on behalf of Batelco: |                                                     |             |
| Signature:                                                                                                                            |          |          | Signature:                    |                                                     |             |
| Name:                                                                                                                                 |          |          | Name:                         |                                                     |             |
| Title:                                                                                                                                |          |          | Title:                        |                                                     |             |
| Date:                                                                                                                                 |          |          | Date:                         |                                                     |             |

Customer initials:

Batesco initials:

|                           |                                                       |               |                                             |
|---------------------------|-------------------------------------------------------|---------------|---------------------------------------------|
| Customer Name:            | <input type="text" value="Enter name in Order Form"/> | Service Type: | <input type="text" value="&lt;select&gt;"/> |
| <b>SOLUTION DIAGRAM</b>   |                                                       |               |                                             |
|                           |                                                       |               |                                             |
| <b>ADDITIONAL REMARKS</b> |                                                       |               |                                             |
| Remarks:                  |                                                       |               |                                             |

Customer Initials: \_\_\_\_\_

Batelco Initials: \_\_\_\_\_

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### Annex 3 – Special Conditions

The following Special Conditions are permitted modifications to the Reference Offer, and its respective schedules, as described in clause 10 of this Service Description and set out below. For the avoidance of doubt, these Special Conditions apply only to the ICLSA service:

| Reference                                    | Special Condition                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause 3.1 of the Body Terms                 | To add the following point (c):<br><br><i>“Any other terms that has been agreed between the Access Provider and the Access Seeker set out in the Service Request provided that such terms are made available to all Access Seekers.”</i>                                                                                                                                                                         |
| Clause 6.1 of the Body Terms                 | For the ICLSA Service clause 6.1 (c) of the Service Description applies.                                                                                                                                                                                                                                                                                                                                         |
| Clause 4 of Schedule 2 (RO Service Request)  | To amend clause 4 as follows:<br><br><i>“The Requesting Operator shall provide all details required under clauses 6.2, 6.3 and Annex 2 of Schedule 1 2-9 (Service Description ICLSA). The Requesting Operator’s Service Request must contain:”</i><br><br>For the purpose of Schedule 2, references to Requesting Operator will be deemed to be a reference to the Access Seeker under this Service Description. |
| Clause 13 of Schedule 2 (RO Service Request) | To add the following clause 13:<br><br><i>“The Access Seeker shall provide an Access Request as set out in Annex A. The Access Provider shall, in return, provide a Service Handover Letter as set out in Annex 2 of this Service Description.”</i>                                                                                                                                                              |
| Annex A of Schedule 2                        | See Annex 2 of this Service Description                                                                                                                                                                                                                                                                                                                                                                          |

|                                                      |                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (RO Service Request)                                 |                                                                                                                                                                                                                                                                                       |
| Annex B of Schedule 2 (RO Service Request)           | See Annex 2 of this Service Description                                                                                                                                                                                                                                               |
| Clause 2.1 of Schedule 5 (Ordering and Provisioning) | To replace clause 2.1 with the following:<br><br><i>“The Access Provider shall comply with all ICLSA related milestones in accordance with clause 6.1(c) of this Service Description.”</i>                                                                                            |
| Clause 3.1 of Schedule 5 (Ordering and Provisioning) | To replace clause 3.1 with the following:<br><br><i>“The Access Provider will reply to an Order advising that the Order is accepted or rejected in accordance with clause 6 of the Body Terms.”</i><br><br>Reference to an Order will be deemed to be reference to a Service Request. |
| Clause 3.2 of Schedule 5 (Ordering and Provisioning) | To exclude clause 3.2 in its entirety.                                                                                                                                                                                                                                                |
| Clause 3.3 of Schedule 5 (Ordering and Provisioning) | To add the following point (i) to clause 3.3:<br><br><i>“the Order or Service Request form is not properly completed;”</i>                                                                                                                                                            |
| Clause 5.1 of Schedule 5 (Ordering and Provisioning) | To amend clause 5.1 as follows:<br><br><i>“Batelco will advise the Access Seeker of the Implementation Date for fulfillment of an accepted Order in accordance with clause 6 of the Body Terms.”</i>                                                                                  |
| Clause 6.1 of Schedule 5                             | To amend clause 6.1 as follows:                                                                                                                                                                                                                                                       |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Ordering and Provisioning)                     | <p><i>“The Access Provider will confirm completion of an Order in accordance with Clause 6 of the Body Terms, or at a time otherwise agreed by the parties. Unless the Access Seeker advises Batelco that a Service has not been provisioned correctly or otherwise does not conform to the applicable Service Description and in accordance with Clause 6 of the Body Terms, and after receiving Batelco’s Service Handover and confirmation of completion or of commencement of Service (whichever occurs first), then the Access Seeker is deemed to have accepted that Service.”</i></p> |
| Clause 2.1 (b) of Schedule 6 (Fault Management) | <p>To replace point (b) with the following:</p> <p><i>“A Fault located within the Batelco Network (<b>Batelco Network Fault</b>) and within the demarcations of the ICLSA Service. For the avoidance of doubt, faults located outside the scope of the ICLSA Service, such as national access or in the submarine segment beyond the SLTE, where Batelco does not operate and/or effectively control it, is not covered nor considered as part of Batelco’s responsibility.”</i></p>                                                                                                         |
| Clause 2.2 of Schedule 6 (Fault Management)     | <p>To replace clause 2.2 with the following:</p> <p><i>“Faults will be addressed depending on individual circumstances and shall be categorized into P1 and P2, as follows:</i></p> <ul style="list-style-type: none"> <li><i>a) P1 Faults defined as an outage which results in the Access Seeker being unable to fully utilize the Services; and</i></li> <li><i>b) P2 Faults defined as service degradation that does not amount to P1 service incident.”</i></li> </ul>                                                                                                                  |
| Section 3 of Schedule 6 (Fault Management)      | <p>To replace the term “FCC” with “NOC”.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| Clause 3.1 of Schedule 6 (Fault Management)                          | <p>To replace clause 3.1 with the following:</p> <p><i>“The Access Seeker shall report faults directly to Batelco Network Operation Center (NOC) as per the below contact details:</i></p> <p><i>Tel: +973 17271172</i><br/> <i>eFax: +973 17238183</i><br/> <i>email: <a href="mailto:NOC_BTC@btc.com.bh">NOC_BTC@btc.com.bh</a></i></p> |
| Clause 3.6 of Schedule 6 (Fault Management)                          | <p>To replace clause 3.6 with the following:</p> <p><i>“Notwithstanding clause 3.5 of this Schedule 6, the NOC will only investigate Faults related to the ICLSA Service. Faults in the national segment or in the segment beyond the SLTE, where Access Provider does not operate it, shall not be investigated by the NOC.”</i></p>     |
| Schedule 8 (Dictionary and Rules of Interpretation and Construction) | <p>Where context requires, for the purposes of this Service Description 2-9: International Cable Landing Station Access (ICLSA), a reference in any other part of the Reference Offer to Licensed Operator will be deemed to be a reference to the Access Seeker under this Service Description.</p>                                      |
| Schedule 8 (Dictionary and Rules of Interpretation and Construction) | <p>Insert the words “Service Handover” in definition of “Actual RFS Date” as follows:</p> <p><b>Actual RFS Date</b> means the date on which Milestone 7 (Confirm Service Acceptance Access Seeker) has occurred or is deemed to have occurred under clause 6.1(d) of the Service Description</p>                                          |
| Dictionary and Rules of Interpretation and Construction)             | <p>Add the following new definitions:</p> <p><b>Implementation Date</b> means Batelco’s scheduled fulfilment of the Order accordance with clause 5.1 of Schedule 5.</p>                                                                                                                                                                   |

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|                                                          | <p><b>Service Handover Letter</b> means the document issued by Batelco to the Access Seeker to confirm that:</p> <p>(a) the connection has been provisioned and tested by Batelco; and</p> <p>(b) the connection is ready for service and the Access Seeker will be invoiced accordingly</p>                          |
| Dictionary and Rules of Interpretation and Construction) | <p>Replace the word “Connection” with “Service” in definition of “Cancellation Request” as follows:</p> <p><b>Cancellation Request</b> means a Service Request for cancelling an existing Service.</p>                                                                                                                |
| Dictionary and Rules of Interpretation and Construction) | <p>Amend the definition of <b>Facility</b> as follows:</p> <p>Replace sub-paragraph (d) of the definition of Facility with the following:</p> <p><i>Cable Landing Station or part of Cable Landing Station under an ICLSH service.</i></p> <p>Add the words or “Direct ICLSH” after the words “Facilities Access”</p> |
| Dictionary and Rules of Interpretation and Construction) | <p>Change the defined term <b>Facilities Access Application to Facilities Access or Direct ICLSH Application.</b></p>                                                                                                                                                                                                 |
| Dictionary and Rules of Interpretation                   | <p>Insert the words “and Direct ICLSH” in the first paragraph of the definition of <b>Facility Access Technical Manual</b> as follows:</p>                                                                                                                                                                            |

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| and<br>Construction)                                                 | <b>Facility Access Technical Manual</b> means the manual published from time to time by the Access Provider which sets out the technical and operational matters relating to access to Facilities and Direct ICLSH including: ...                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Dictionary<br>and Rules of<br>Interpretation<br>and<br>Construction) | Replace the term “OLO” with “Access Seeker”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Clause 2.2 of<br>Schedule 9<br>(Supply<br>Terms)                     | To amend the references under clause 2.2 as follows:<br><br>“...unless terminated earlier in accordance with the provision of these Supply Terms or the termination provisions under Schedule 1 2-9.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Clause 10.6 of<br>Schedule 9<br>(Supply<br>Terms)                    | To replace clause 10.6 with the following:<br><br><i>If an Access Provider breaches any Service Level or quality of service requirement in the Service Description for the ICLSA Service, then without prejudice to the Access Seeker’s rights to recover damages from the Access Provider, the Access Provider will:</i><br><br><i>(a) in the future, take reasonable steps to comply with that quality of service requirement; and</i><br><br><i>(b) make available or offer to the Access Seeker the Service Rebate or other specific remedy applicable to that Service Level or quality of service requirement, as set out in the Service Description for the ICLSA Service.</i> |
| Clause 15.7 of<br>Schedule 9<br>(Supply<br>Terms)                    | To add the following clause 15.7:<br><br>“The early termination of the ICLSA Service by the Access Seeker shall also be subject to clause 6.7 of Schedule 1 2-9.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| Clause 17.3 of<br>Schedule 9<br>(Supply<br>Terms) | <p>To add the words “<i>Subject to clause 10.6</i>” to clause 17.3 so it reads:</p> <p><i>17.3 Subject to clause 10.6, if a Schedule to these Supply Terms contains a remedy for the failure of a party (Liable Party) to perform its obligations under that Schedule, then that remedy is the sole and exclusive liability of the Liable Party, its Related Corporations, and its People, in connection with the performance of that obligation, and is the sole remedy of that other party against the Liable Party, its Related Corporations and its People in connection with the performance of that obligation</i></p> |
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