

UMP Backhaul Service Description

SERVICE DESCRIPTION 2-15.3: UMP BACKHAUL SERVICE

1. THE SERVICE

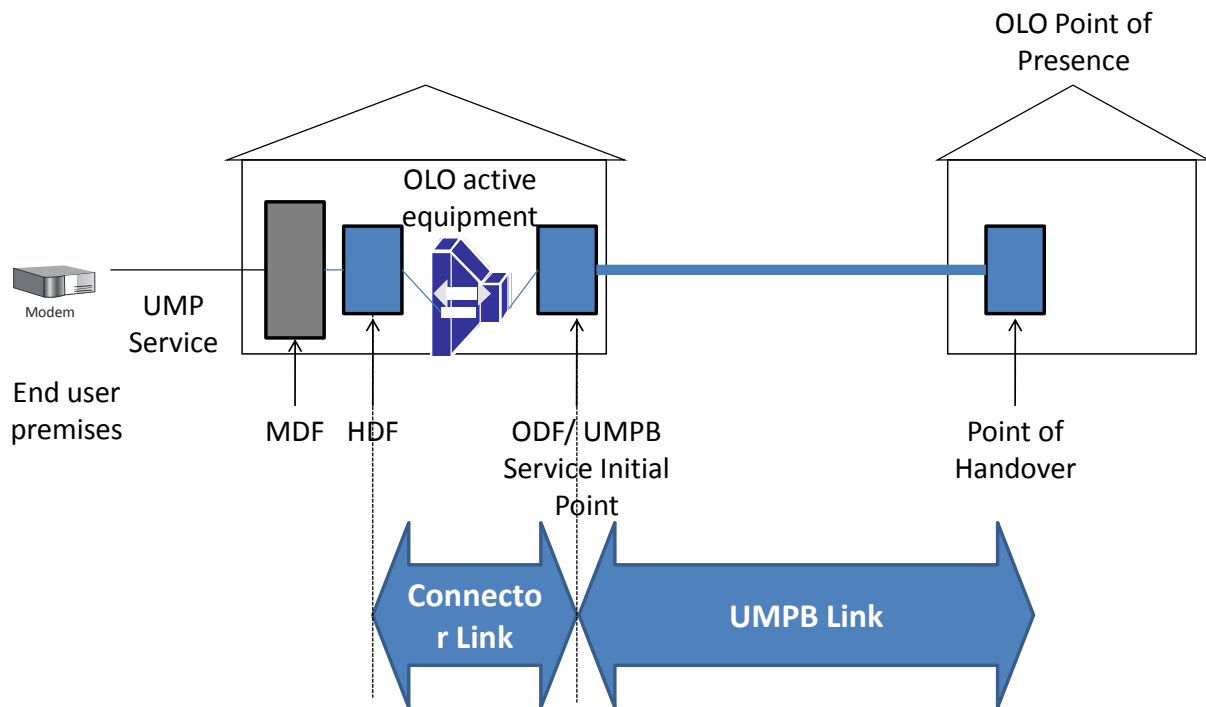
The UMP Backhaul Service is a wholesale service for carrying OLO's traffic within Bahrain in relation to the UMP between an OLO's active equipment used to provide End Users with a service based on the UMP Service and the OLO's Point of Presence.

Available To: Holders of an appropriate Individual Telecommunications or Class License granted by the Telecommunications Regulatory Authority.

Permitted Traffic: Traffic covered by the OLO's license.

Technical backhaul diagram

The following diagram is for illustrative purposes only. Where there are discrepancies, the text in this Service Description will prevail.



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.

Connector Link means a connection provided by the OLO between the HDF used for the UMP Service and the UMPB Service Initial Point

Covered Failure means an actual or suspected fault or failure in the UMPB Link

Delivery Lead Time means the delivery lead time described in paragraph 3.3.

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.

UMPB Availability Rebate Cap means 20% of the monthly rental Charges for the UMPB Link.

UMPB Link means a dedicated transmission service between the UMPB Service Initial Point and the Point of Handover at an OLO's Point of Presence provided in accordance with this Service Description and the Supply Terms.

UMPB Service Initial Point means an optical distribution frame which is the handover frame for the connection between the backhaul and the OLO's- transmission equipment established for the purposes of supporting UMP backhaul capacity in Bahrain.

Response Time means Batelco's Response Times in respect of each Covered Failure measured over a period of one (1) month..

Restoration Time means Batelco's Restoration Times in respect of each Covered Failure measured over a period of one (1) month.

Order means a written request by the OLO for the UMPB Service in a form issued or approved by Batelco from time to time.

Point of Handover has the meaning defined in paragraph 3.1 (c).

Point of Presence means an aggregation or network connection point in the OLO's Network located at premises owned or shown to be leased by the OLO, 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 or under sea level and accessible by Batelco.

Service Commencement Date for each Order for the UMPB Service shall be the date identified in accordance with paragraph 3.3.

Service Period means the term of a UMPB 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 UMPB Service.

Target Availability means the amount of time over a month during which the UMPB 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 3.6(b).

Threshold Restoration Time means, in relation to a Covered Failure, the threshold restoration times set out in paragraph 3.6(b).

Total Service Credit Cap means, in relation to any month, 160% of the monthly Charges for the UMPB Service.

3. TERMS

3.1 Nature of Service

- (a) The Service comprises the UMPB Link set out in this service description which Batelco offers to provide.
- (b) The UMPB Link is a component which an OLO may require to connect to the UMP Service. For the avoidance of doubt, other network components or services will be necessary to complete the connection including the SNFM Service and are available from Batelco.
- (c) The Point of Handover for the UMPB Service at the OLO's Point of Presence is an optical distribution frame located at the OLO's Point of Presence.
- (d) The UMPB Service presentation interface to the OLO will be optical or electrical.

3.2 Ordering

- (a) The OLO shall submit a correctly completed Order to Batelco to request supply of the UMPB Service in accordance with the Supply Terms. The Order shall be submitted in the form specified by Batelco from time to time.
- (b) To be valid, the Order shall be accompanied by reference information identifying the UMP Service order to enable Batelco to implement the UMPB.
- (c) Subject to Batelco obtaining all necessary consents and the OLO fulfilling all of its obligations under the Supply Terms in particular provisioning and installation of the Connector Link, Batelco will provide and the OLO will acquire the UMPB Service as specified in the Order accepted by Batelco.
- (d) The provision of the UMPB Service is available at the bandwidths greater than 2Mbps and Charges as per the CAT/LLCO services and any potential Carrier Ethernet based services that Batelco may introduce, subject to availability of capacity and related equipment.

3.3 Delivery and Installation Lead Times for UMPB

- (a) The maximum Delivery Lead Time for the installation of a UMPB Service for an Order placed by the OLO and accepted by Batelco will be 30 Working Days.
- (b) The Service Rebates for a failure to meet the Delivery Lead Time in the preceding paragraph are as follows:

Actual provisioning time (Number of weeks after expiration of the applicable Delivery Lead Time)	Total applicable service Rebate
0-1 week	10 Service Credits
1> - 2 weeks	25 Service Credits
> 2 weeks	45 Service Credits (and an addition of 30 Service Credits for each further period or part period of 2 weeks delay)

This is subject to a UMP Service and an SNFM Service being implemented and provisioning of the Connector Link and Equipment related to the UMPB Service by the OLO.

3.4 Testing

- (a) Batelco will test the UMPB Link by conducting an industry standard stability test for up to 24 hours, the final results of which will be observable by the OLO if they are in attendance. The complete final results of the test shall be handed over in writing to the OLO (including latency tests). Batelco will notify the OLO when the test has been successfully completed and the OLO will accept the UMPB Service on that date by acceptance signature. If the OLO does not sign for acceptance it will be deemed to have accepted the UMPB Service with effect from the date of the notification of test completion unless the OLO notifies Batelco within two days from the notification of test completion that the OLO does not accept the UMPB Service indicating the reason for not accepting the UMPB Service.
- (b) The Service Commencement Date is the date of actual or deemed acceptance under paragraph 3.4(a).
- (c) Batelco is available (if requested by the OLO) to support testing of the connection between the OLO's Point of Presence and the relevant MDF in

the BSN as arranged by the OLO, in each case by attending the OLO's Point of Presence to conduct such testing at Batelco's standard rates.

3.5 Performance and uptime

- (a) The Target Availability for the UMPB Service 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 UMPB Availability Rebate Cap

- (a) For the protection line provided by Batelco as part of the backhaul (45Mbps and higher speeds), specifications of the protection line shall be provided by Batelco to the OLO upon request.

3.6 Fault response and repair

- (a) The OLO will as soon as practicable after becoming aware of a Fault with the UMPB Link or any other Covered Failure, notify Batelco of that Fault in accordance with the procedures for the reporting of faults set out in Schedule 6 (Fault Management) of Batelco's Reference Offer for the reporting of faults, Fault investigation and identification of the Fault Owner and Other Affected Party.
- (b) Batelco agrees to observe the following Response Times and Restoration Times:

Fault type	Response Time	Restoration Time	Threshold Response Time	Threshold Restoration Time

Covered Failure	10 minutes	3 hours	15 minutes	5 hours

- (c) Where Batelco's Response Time or 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:

Fault type (as defined in Schedule 6)	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	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 + 1 Service Credit for every additional hour

3.7 Alternative Transmission Facilities

Batelco shall in respect of the provision of the UMP Service only facilitate the provision of a dedicated transmission service by the OLO or a third party Licensed Operator using relevant Facilities and following the procedure under schedule 7 ("Facilities Access Service") of Batelco's Reference Offer in relation to a BSN being:

- (a) duct licensed by Batelco under a Duct license;
- (b) non-exclusive access to the Duct chamber; and
- (c) where necessary the provision of alternative dedicated transmission service-riser room and cable tray access granted to the OLO or to the third party Licensed Operator substantially in the form of Batelco's standard duct and

riser licenses as amended from time to time subject to the Charges specified under Schedule 3 of the Reference Offer. Batelco shall not be liable to the OLO in any way whatsoever in respect of termination of these arrangements with the third party Licensed Operator.

3.8 Termination

- (a) At any time after the minimum Service Period of (6) six months, the OLO shall be entitled to terminate an UMPB Service agreement on three month's written notice to Batelco.
- (b) Where termination occurs before the end of the minimum service period or within the notice period then the OLO shall pay to Batelco by way of liquidated damages the charges for the UMPB Service until the end of the notification period or the minimum service period whichever is greater.

3.9 OLO Obligations

- (a) The OLO shall provide Batelco with suitable space for, and access at reasonable times to, any Batelco equipment required to be located in any building under the OLO's control in which the UMPB Service is located. If consent is required from a third party, the OLO shall procure such consent. Batelco is not required to pay the OLO or any third party for the preparation or use of, or access to, space provided for the purpose of the UMPB Service.
- (b) If Batelco equipment requires a continuous electricity supply (of the nature specified by Batelco), air conditioning and electricity connection points, they shall be supplied, in the location specified by Batelco, by the OLO at its expense. Such electricity shall be available at the same level of supply, protection and continuity as that available to the OLO's own equipment.
- (c) The OLO shall provide Batelco and any employee, agent, affiliate or contractor of Batelco with all information and assistance that person may reasonably require to test, commission and maintain the UMPB Service and to assess, respond to and restore Covered Failures.
- (d) Where there is any allegation of a failure to comply with the warranties of this Service Description then the parties will apply the dispute resolution process outlined in clause 24 of the Supply Terms.

3.10 Variation

Batelco may at any time on reasonable notice, in all cases being not less than 3 months, to the OLO change the technical specification of the Service provided that any such change does not materially affect the substance of the performance of the Service.

4. CHARGES

- 4.1 The OLO shall pay to Batelco the relevant LLCO/CAT Charges determined in accordance with Schedule 3 of Batelco's Reference Offer.