

## SERVICE DESCRIPTION 2-5: LOCAL LEASED CIRCUIT FOR OLO (LLCO)

### 1. THE SERVICE

The Local Leased Circuit for OLO (LLCO) Service is a wholesale dedicated private leased circuit service for carrying Access Seeker's traffic within Bahrain between two of the Access Seeker's Points of Presence.

**Available To:** Licensed Operators.  
**Traffic:** Only traffic of the Access Seeker.  
**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.

**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 LLCO Service be provided for a fixed period and the Order has been accepted by Access Provider, the period during which the resulting LLCO Service Agreement remains in force, such period commencing on the Service Commencement Date.

**LLCO Service** means dedicated local private leased circuit transmission capacity for digital point-to-point communications within Bahrain between a Connection Point at two Access Seeker's Points of Presence.

**LLCO Service Agreement** means an agreement to provide LLCO 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 LLCO Service will be provided, such period commencing from the Service Commencement Date.

**Open Service Period** means, where the Access Seeker has requested that an LLCO Service be provided on a continuing basis, the period during which an agreement to provide such LLCO 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.

**Order** means a written request by the Access Seeker for an LLCO Service in a form issued or approved by the Access Provider from time to time

**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 LLCO Service will be the date of successful implementation of the LLCO notified by the Access Provider to the Access Seeker.

### 3. TERMS

#### 3.1 Forecasting

Within the first week of each calendar month, the Access Seeker must supply, in respect of each month of the twelve (12) month period following the date of the forecast, a forecast of the LLCO Service the Access Seeker anticipates that it will require, reasonably broken down by location 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 LLCO 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 LLCO Service as specified in the Order accepted by Access Provider.
- (c) The LLCO Service is available at the bandwidths and prices set out below and subject to availability of capacity 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 LLCO.
- (d) The technical specifications applicable to the LLCO Service and the reasonable technical requirements which the Access Seeker must satisfy in order for Access Provider to provide the LLCO Service will be as indicated by Access Provider to the Access Seeker from time to time.
- (e) Access Provider shall notify Access Seeker when installation is complete.

#### 3.3 Termination

- (a) Where an LLCO Service Agreement has an Open Service Period and provided that the Minimum Service Period has expired, either party shall be entitled to terminate such LLCO Service Agreement on three month's written notice to the other party.
- (b) Where an LLCO Service Agreement has a Fixed Service Period and provided the Minimum Service Period has expired, the Access Seeker may, subject to the following, terminate such LLCO Service Agreement on three month's written notice to Access Provider. Should the Access Seeker terminate such LLCO Service Agreement within the Fixed Service Period, the Access Seeker shall pay to Access Provider by way of liquidated damages the difference between Batelco's Charge for an equivalent LLCO Service for an Open Service Period and the discounted Charge for the Fixed Service Period for the period from the Service Commencement Date of such LLCO Service 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 Fixed Service Period the LLCO Service Agreement shall be automatically renewed 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 any building in which the LLCO 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 LLCO 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 LLCO Service (which may include without limitation participation in testing procedures as and when reasonably requested by Access Provider).

### 3.5 Variation or Withdrawal

- (a) Access Provider may upon providing three months' written notice vary the LLCO Service or withdraw the LLCO 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 LLCO Service, or any amendment to the Charges payable for the LLCO Service in accordance with this Service Description, shall be without effect to any then existing LLCO 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, 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.

### 3.6 Maintenance

Access Provider shall provide maintenance and support services in respect of the LLCO 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 local leased circuit services.

### 3.7 Priority Policy

- (a) The Access Provider shall develop, disclose to the Access Seeker and subsequently apply a policy (the "Priority Policy") for LLCO Service applications within twenty-one (21) days of the date of the first service request for LLCO service from the Access Seeker or any other 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 LLCO Service applications and the Access Provider's own internal confirmed orders, requirements and plans for local leased circuits or the relevant national circuit capacity; and
  - (iii) subject to sub-paragraph (i) above, the Access Provider must seek to maximise the efficiency of its Priority Policy.

4. **CHARGES**

- (a) The Access Seeker shall pay to the Access Provider the relevant Charges determined in accordance with this Service Description, or Schedule 3.
- (b) **Installation charge:** Installation charge shall be calculated based on time and materials as set out in Schedule 3.
- (c) **Monthly recurring charges per LLCO (including loan of CPE)**

Speed (kbps)	Monthly Tariff (BD) Open Period	Monthly Tariff (BD) Fixed Period > 2 years
64	BD 58 per month	BD 52 per month
128	BD 61 per month	BD 55 per month
256	BD 68 per month	BD 61 per month
512	BD 81 per month	BD 73 per month
1024	BD 119 per month	BD 107 per month
1536	BD 145 per month	BD 131 per month
2048	BD 171 per month	BD 154 per month

- (d) **Forecast Charges:** For each Forecast made under this Service Description, the number of LLCOs identified in the calendar month of the forecast plus the two following calendar months are a commitment to Order. If the Licensed Operator has not placed Orders for the committed number of LLCOs by the end of the calendar month the Access Seeker shall pay an amount equal to three times the monthly charge for each LLCO not ordered.
- (e) **Availability Charges:** Additional Charges may apply where specific installation requirements must be met or where the Fixed Service Period is less than the Minimum Service Period. Tariffs are for LLCO Services carried over Access Provider's normal transmission and cable routes. LLCO Services provided over other transmission and cable routes are subject to case by case discretion and, if offered, individual quotation.