

SERVICE DESCRIPTION 2-11: WHOLESALE DSL SERVICE

1. THE SERVICE

The **Wholesale DSL service** is a service which enables the Access Seeker to resell to End Users the Access Provider's high speed internet access services set out in Annex 2 to this Service Description.

Under the Wholesale DSL service the internet access, network infrastructure platform, billing information, service provisioning and support are provided to the Access Seeker by Batelco and the Access Seeker markets and bills the Wholesale DSL services to the end user.

Available To: ISP class licensees

Traffic: Permitted internet access traffic only, for the avoidance of doubt not including basic voice services

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 Seeker means a Licensed Operator with an Internet Services License.

ADSL means asymmetrical digital subscriber line technology, having physical and electrical characteristics defined by relevant international telecommunications and engineering standards.

ADSL Service means an ADSL service listed in Annex 2 transferable by a DSL Transfer and which service provides a pathway from End User Premises Equipment to the internet with End User Management performed by the customer.

Basic voice services has the meaning given in the ISP Class licence as at the date of this service description.

DSL Change means a change in respect of an ADSL Service being provided to an End User by the Access Seeker under this Wholesale DSL Service, including:

- (a) a reallocation of domain name or email address or a change of IP address pool;
- (b) a change from one ADSL Service to another ADSL Service; and
- (c) a change of platform or configuration of an existing ADSL Service.

DSL Change Request means a request from an Access Seeker to make a DSL Change.

DSL Transfer means the process of End User transfer or implementation so that an End User can have access to the relevant ADSL Service from an Access Seeker, such transfer or implementation process notified from time to time by Batelco and currently described further in clause 9 and Annex 1 of this Service Description.

DSL Transfer Request means the request by the Access Seeker for a DSL Transfer.

End User Consent means the written consent of an End User to receive an ADSL Service from the Access Seeker by way of a DSL Transfer, which consent is provided to Batelco by or on behalf of the End User.

End User Management means the billing of the End User by the Access Seeker in relation to each End User contracting with the Access Seeker for internet access using the ADSL Service and first line support by the Access Seeker.

End User Premises Equipment means a splitter and DSL modem, or other equivalent technology, necessary to support the End User ability to use an ADSL Service

Gaining Operator means an Access Seeker who presents Batelco a valid End User Consent to acquire an ADSL Service from that Access Seeker.

Implementation Date means the date set out in a DSL Transfer Request, which shall be not less than 10 working days from the date of that DSL Transfer Request, when the Access Seeker requests that the DSL Transfer should be completed.

Incompatibility (and the cognate term Incompatible) means a circumstance in which an ADSL Service cannot reasonably be provided over the Batelco network, whether by reason of a technology block or a product or for any other technical or product-related reason. Incompatibilities may include but are not limited to: PABX, hunting lines, ISDN, key telephone systems, fixed wireless systems and distance limitations.

Invalid Transfer means a DSL Transfer:

- (a) where the End User (or its/her/his agent) did not authorise the DSL Transfer;
- (b) where a valid written End User Consent cannot be produced by the Gaining Operator to support the DSL Transfer; or
- (c) which resulted from a processing error.

IP Addresses means the Internet addressing information, in compliance with the relevant standard which describes the address of all devices physically located within the global Internet.

Losing Operator means an Access Seeker whose End User is subject to a DSL Transfer Request given to Batelco by a Gaining Operator.

Network Boundary means the Batelco distribution point at customer premises contemplated by Batelco's fixed services licence.

Non-Batelco Equipment means any End User Premises Equipment which is not supplied and supported and maintained by Batelco and all equipment used by the Access Seeker.

Request means a DSL Change Request or a DSL Transfer Request, as the case may be.

Reversal Request means a request to reverse a DSL Transfer as described in the DSL Transfer Process.

Service Qualification means the analysis carried out by Batelco via the Internet or manually to confirm whether an ADSL Service can be provided on the Batelco network by checking:

- (a) line loss;
- (b) infrastructure availability;
- (c) interference; and
- (e) Incompatibility.

Useable Pair means a twisted copper connection to the End User which passes Service Qualification and over which the End User is acquiring a standard suite of telephone services provided by Batelco.

3. SERVICE TERMS

- 3.1 An Access Seeker acquiring the Wholesale DSL service must supply the ADSL Services to End Users subject to the same qualifying criteria (such as to identify residential customers) and usage terms as set out in the terms of the ADSL Services provided by Batelco to its own customers from time to time.
- 3.2 An Access Seeker must not (a) supply an ADSL Service to a third party for resale by that third party; (b) use a ADSL Service under this Service Description to provide, support or allow the provision of public voice services.
- 3.3 If Batelco terminates this Wholesale DSL service in whole, then each ADSL Service will terminate and the Access Seeker will cease billing the End User for ADSL Services.
- 3.4 If the obligation to support any specific Wholesale DSL Service no longer applies, Batelco may cease to supply the Wholesale DSL service to an Access Seeker upon 3 months prior written notice. Following the giving of a notice under this clause, the Access Seeker will not resell that ADSL Service to any further End Users and will give notice to all existing End Users being resold an ADSL Service by the Access Seeker that the ADSL Service will terminate at the end of the 3 month period.
- 3.5 Where Batelco has reasonable objective grounds to consider that the Access Seeker is in breach of an obligation under this clause, Batelco may (i) suspend resale by the Access Seeker to new End Users; (ii) require the Access Seeker to pay a reasonable amount on account of unbilled usage by the Access Seeker's customers; and/or (iii) take any other step contemplated by the Supply Terms to protect Batelco's network or other interests.

4. END USER ACCESS

Useable Pairs

- 4.1 The Access Seeker acknowledges that Batelco only supplies an ADSL Service over a Useable Pair where Batelco supplies operational standard telephone services to the same End User over the same Useable Pair and accordingly:
 - (a) Batelco will only provide the ADSL Service to the Access Seeker for so long as the End User continues to acquire that standard telephone service from Batelco using that Useable Pair; and
 - (b) where the End User ceases to have a standard telephone service from Batelco using that Useable Pair, Batelco will

terminate the provision of the ADSL Service over that Useable Pair at the same time.

Installation or Transfer of End User Access

- 4.1 For the purposes of this paragraph, “standard telephone service” means the provision of a direct exchange line only, so that provision of the DSL Service shall not affect any End User’s carrier pre-select services.
- 4.2 In respect of each DSL Transfer Request and for each the ADSL Service, the Access Seeker warrants that it has obtained the End User’s acknowledgment that:
- (a) the installation and operation of the ADSL Service might cause temporary disruption in the standard telephone services received by the End User; and
 - (b) may require changes to the placement of existing telecommunications devices or changes of equipment; and
 - (c) the installation and operation of an ADSL Service may mean that other Incompatible services cannot be supplied to the End User using the Useable Pair.
- 4.3 In respect of each the ADSL Service, the Access Seeker releases Batelco from all liability to the End User or the Access Seeker, and indemnifies Batelco, subject to Batelco using all reasonable endeavours to mitigate the effects of the occurrence of any indemnified event, against all costs, expenses, liability, loss or damage incurred or suffered by Batelco in conjunction with any claims, actions or proceedings against Batelco (including third party claims or claims by an End User) arising out of the following (to the extent that the liability is caused by the testing, qualification, enquiry regarding, provision, transfer or cancellation of a ADSL Service other than as a result of the negligence, error or default of Batelco):
- (a) disruption in PSTN services;
 - (b) suspension or cancellation of the ADSL Service;
 - (c) suspension of the provision with the ADSL Service of particular IP Addresses;
 - (d) cancellation of, or inability to provide, other Incompatible services;
 - (e) termination according to clause 3.4; and
 - (f) in relation to any matter set out in paragraph 4.2.
- 4.4 The Access Seeker acknowledges that the ADSL Service is an internet-grade service only, which means that successful data transport using the ADSL Service is not guaranteed and that data transmission rates are maximum indicative rates only and cannot be assured. Furthermore, data throughput may be lower than the synch rate due to factors outside Batelco’s control, such as internet congestion.
- 4.5 The Access Seeker acknowledges that there may be technical, structural, architectural, provisioning or other constraints affecting Batelco’s ability to provide the ADSL Service. The Access Seeker

agrees that it will, at its own expense, configure its network and locate its equipment as reasonably requested by Batelco to enable the successful implementation of the Wholesale DSL service.

ADSL Network Use

- 4.6 The Access Seeker must ensure that its resale of the ADSL Service and the End User's use of the ADSL Service comply with the reasonable technical and usage requirements of Batelco in order to maintain network integrity.
- 4.7 Batelco may suspend, limit or cancel the Access Seeker's and/or and the End User's ADSL Service in whole or in part if the Access Seeker or its End User fails to comply with the technical and usage requirements. However, Batelco is not obliged to monitor use of the ADSL Service, or to suspend, limit or cancel the Service if there is excessive or unusual usage, and whether or not Batelco does so, the Access Seeker remains liable for all uses of an ADSL Service.
- 4.8 The Access Seeker will provide Batelco with monthly statistics (anonymised) of subscriber types for the purpose of aggregation of information where such information is requested in writing by the TRA or the Ministry of Transportation.

5. SERVICE QUALIFICATION

- 5.1 The Access Seeker acknowledges that:
 - (a) Service Qualification is performed on the basis of information available to Batelco, and the results do not conclusively demonstrate that the Batelco network is suitable for the provision of the ADSL Service in support of any or all ADSL Services;
 - (b) Batelco is under no obligation to provide the ADSL Service, or to undertake any network modifications, rearrangements or harmonisation, if the Batelco network does not pass Service Qualification provided that Batelco provides the Service Qualification report to the Access Seeker;
 - (c) the provision of the ADSL Service will prevent the supply by Batelco, or other service providers of Incompatible services to the relevant End User, and that Access Seeker is responsible and liable to the End User in respect of that inability to supply such services; and
 - (d) where an End User is acquiring Incompatible services Batelco will not provide the ADSL Service to the Access Seeker.
- 5.2 The Access Seeker shall have the right to appeal the findings of any Service Qualification report, which appeal shall be a Dispute for the purposes of Clause 24 of the Supply Terms.

6. EQUIPMENT

- 6.1 Unless otherwise stated in Annex 2, the provision of an ADSL Service or the implementation or transfer of the ADSL Service does not include the provision of any cabling or any customer premises equipment.

- 6.2 The Access Seeker must ensure that Non-Batelco Equipment connected to the ADSL Service:
- (a) meets the specifications and requirements defined by relevant international telecommunications and engineering standards
 - (b) is approved equipment (see the PDF file on this URL <http://www.alcateldsl.com/pdf/datasheet330.pdf>)

7. CONNECTION

- 7.1 Batelco will use its reasonable endeavours to connect the ADSL Service by the relevant Implementation Date. Batelco will notify the Access Seeker when the connection has been effected in accordance with the DSL Transfer Process. Except where a service level agreement states otherwise, Batelco will not be liable for any inconvenience, loss or damage suffered by Access Seeker or an End User if Batelco does not connect the ADSL Service by the Implementation Date.
- 7.2 The Access Seeker releases Batelco from all liability to the End User or the Access Seeker, and indemnifies Batelco against all costs, expenses, liability, loss or damage incurred or suffered by Batelco in connection with any claims, actions or proceedings against Batelco (including third party claims) arising out of the allocation of IP Addresses or allocation and management of domain names.

8. FORECASTING

- 8.1 At the beginning of each calendar month, the Access Seeker must supply a forecast of the expected requests for the ADSL Service in each month of the six month period following the date of the forecast, in the form required by Batelco from time to time.

9. DSL TRANSFER

DSL Transfer Process

- 9.1 Batelco and the Access Seeker must comply with this clause 9 and Annex 1 of this Service Description when carrying out any DSL Transfer.
- 9.2 The Access Seeker must establish robust procedures to ensure an appropriate End User Consent is received and properly recorded before any DSL Transfer Request is notified to Batelco.
- 9.3 The Access Seeker must provide Batelco with a copy of the End User Consent.

Charges

- 9.4 The Access Seeker must pay to Batelco the relevant Charges set out in Annex 3.

Responsibilities

- 9.5 From the time of the completion of the DSL Transfer of supply of an existing ADSL Service from Batelco to the Access Seeker, the relevant End User will no longer be a customer of Batelco, but instead the customer of the Access Seeker.
- 9.6 From the time of completion of the DSL Transfer Request, the Access Seeker must provide End User Management to support the ADSL Services. However, if requested by an End User or the Access Seeker, Batelco will provide technical support in relation to problems End Users may report with the ADSL Service, including fault management, and support and maintenance for End User Premises Equipment if supplied by Batelco.
- 9.7 The Access Seeker will contact Batelco for all maintenance replacement or repair of the ADSL Service and the network on the End User's side of the Network Boundary and will pay Batelco the Charges at the rate specified (or if not specified, on a time and materials basis) for all such work.
- 9.8 The Access Seeker is responsible for billing the customer for the ADSL Services provided since the date of the completion of the DSL Transfer. Batelco will provide the Access Seeker with billing information to enable the Access Seeker to bill the End User. Subject to the indemnities in this Service Description, Batelco will suspend the provision of the ADSL Service to an End User provided that the Access Seeker continues to pay the recurring charges for the Service and the Charges for suspension and reactivation.
- 9.9 In relation to any Batelco service:
- (a) Batelco will continue to bill the End User for any outstanding Batelco charges and other Batelco services; and
 - (b) the End User remains liable to pay any outstanding charges to Batelco and subject to standard Batelco debt enforcement policies,

notwithstanding that the End User is not a Batelco customer for the ADSL Service following the completion of a DSL Transfer.

Undertakings

- 9.10 In respect of each DSL Transfer Request submitted by the Access Seeker to Batelco, Access Seeker shall use all reasonable endeavours to ensure that:
- (a) the Access Seeker has a valid End User Consent authorising the transfer or implementation (which consent is not more than 30 days old);
 - (b) the Access Seeker retains records of the End User Consent and the retention is in accordance with requirements notified to the Access Seeker by Batelco from time to time;
 - (c) the Access Seeker has used its reasonable endeavours to ensure that the information in the DSL Transfer Request is complete and correct;

- (d) the processing of each DSL Transfer Request, at the time it is lodged, does not breach any party's contractual or other rights;
- (e) the Access Seeker has provided the End User with sufficient information to make an informed choice about transferring the End User's internet service provider, including informing the End User that:
 - (i) the End User remains liable for the amount of any pre-existing charges and possible termination expenses; and
 - (ii) the Access Seeker has complied with any relevant legislation or other industry code of practice.

9.11 Batelco may investigate whether the Access Seeker has acted in compliance with the warranties given under this Service Description. On reasonable request, the Access Seeker must provide Batelco with evidence that the Access Seeker has acted in compliance with the warranties given under this Service Description.

Indemnity

9.12 The Access Seeker indemnifies Batelco in respect of any loss, liability or cost incurred by Batelco (including third party claims or claims by any End User) in connection with a breach by the Access Seeker of the warranties or undertakings given under this Service Description, subject to Batelco using all reasonable endeavours to mitigate the effects of any such breach.

10. Billing Period

10.1 The Billing Period in respect of the Service shall be 30 days. The Billing Period shall commence on the date of the first billing date of the Batelco billing cycle after installation and may include billing on a pro rata time and usage basis for the period between the DSL Transfer Request to the next billing cycle to ensure compatibility with the Batelco billing cycle.

11. Maintenance

The Access Provider shall provide maintenance and support services in respect of each End User's direct exchange line or shared metallic path over which the Access Seeker's DSL Service is provided to the End User in accordance with good industry standards to at least the service levels provided for all other direct exchange lines provided by the Access Provider.

ANNEX 1 – DSL TRANSFER PROCESS

1. DSL Transfer Request for existing or new ADSL Services

- 1.1 The Access Seeker must, to initiate a DSL Transfer for either:
- (a) an existing ADSL Service supplied to an End User; or
 - (b) a new ADSL Service to be supplied to an End User,
- provide Batelco with a properly completed DSL Transfer Request, in the format notified by Batelco from time to time, submitted by the means and to the address notified by Batelco from time to time.
- 1.2 Batelco must, within 5 Working Days of receipt of any DSL Transfer Request, notify the Access Seeker whether the DSL Transfer Request is:
- (a) accepted; or
 - (b) rejected.
- 1.3 Batelco may reject a DSL Transfer Request if it:
- (a) is incomplete or incorrect or illegible or cannot reasonably be understood;
 - (b) does not properly identify the End User, the Useable Pair or the ADSL Service in a manner which enables Batelco to identify the End User and confirm the matters relevant to this DSL Transfer process;
 - (c) is not submitted in accordance with paragraph 3 of this Annex 1;
 - (d) requests the Transfer of a ADSL Service which has different transmission characteristics from any existing ADSL service being provided (if any), without also requesting a Service Qualification with regard to the Pair over which the new ADSL Service is to be provided; or
 - (e) requests the DSL Transfer of an End User who is not a subscriber to Batelco's PSTN telephone services at the date of submission of the DSL Transfer Request; or
 - (f) has any other defect notified by Batelco to the Access Seeker at the time of rejection.
- 1.4 Batelco may in its sole discretion elect to accept any DSL Transfer Request notwithstanding that there is any defect in that DSL Transfer Request if Batelco considers that such defect does not have a material effect on Batelco's ability to process the DSL Transfer and provide the ADSL Service.

2 DSL Change Request

- 2.1 The Access Seeker must, to initiate a DSL Change to an existing ADSL Service supplied to an End User, provide Batelco with a properly completed DSL Change Request, in the format notified by Batelco from time to time, submitted by the means and to the address notified by Batelco from time to time.
- 2.2 Batelco must, within 5 Working Days of receipt of any DSL Change Request, notify the Access Seeker whether the DSL Change Request is:
- (a) accepted; or
 - (b) rejected.

Batelco may reject a DSL Change Request if it:

- a) is incomplete or incorrect or illegible or cannot reasonably be understood;
- b) does not properly identify the End User, the Useable Pair and the ADSL Service in a manner which enables Batelco to identify the End User and confirm the matters relevant to the DSL Change process;
- c) is not submitted in accordance with paragraph 3 of this Annex 1;
- d) requests a DSL Change which cannot be provided for practical, operational or network architecture reasons; or
- e) has any other defect notified by Batelco to Access Seeker at the time of rejection.

Batelco may in its sole discretion elect to accept any DSL Change Request notwithstanding that there is any defect in that DSL Change Request, if Batelco considers that such defect does not have a material effect on Batelco's ability to process the DSL Change and provide the ADSL Service.

3 Batches

3.1 The Access Seeker must submit DSL Transfer Requests and DSL Change Requests to Batelco in batches:

- (a) submitted to the address notified by Batelco from time to time;
- (b) submitted by authorised personnel of the Access Seeker;
- (c) containing only Requests that comply with the requirements of this Service Description and the Supply Agreement;
- (d) containing a maximum of 10 Requests per day; and
- (d) identified by a unique batch number generated by the Access Seeker.

3.2 Batelco will only accept batches of Requests that:

- (a) are delivered to Batelco during business hours;
- (b) comply with the requirements set out in paragraphs 1 and 2;
- (c) do not exceed the maximum number of batches per day notified by Batelco to the Access Seeker from time to time and which at the commencement date agreed in the Service Request will be 1.

3.3 If any batch of Requests contains one or more Requests that contains one or more defects, Batelco shall:

- (a) reject the defective Requests by returning the batch to Access Seeker; and
- (b) continue to process the valid Requests within the same batch.

4 Completion of Request

4.1 If Batelco notifies the Access Seeker that the Request is accepted, than Batelco must use its reasonable efforts to complete the Request on or before the Implementation Date.

4.2 Batelco shall not be obliged to further process a Request where:

- (a) the relevant ADSL Service cannot meet Service Qualification;
- (b) there exists any Incompatibility;

- (c) the number of Requests exceeds the Forecast for the relevant month by more than 25% and Batelco is not able to process the number of Requests made due to resourcing constraints without having to deploy more staff or other resources; or
- (d) an authorised person from the End User or the Access Seeker is not available to provide further information when requested.

5 Notification of Completion of Request

- 5.1 Batelco must, within 2 Working Days of completion of a DSL Transfer or a DSL Change, notify the Access Seeker of completion.
- 5.2 Batelco is entitled to rely on a Request as evidence that the relevant End User:
 - a) in the case of a DSL Transfer Request:
 - i) has given a valid End User Consent in relation to the requested DSL Transfer; and
 - ii) understands and is aware of the End User's continuing liability to pay any charges to Batelco when due; and
 - b) in the case of a DSL Change Request understands and has requested the DSL Change.

6 Reversal of a DSL Transfer

- 6.1 At any time following the successful completion of a DSL Transfer, either:
 - a) the relevant End User; or
 - b) the Access Seeker;may make a request to Batelco to reverse the DSL Transfer.
- 6.2 Batelco will, within 4 Working Days of completion of a Reversal Request notify the Access Seeker that the Reversal Request has been processed.
- 6.3 The Access Seeker must render a final bill to the End User within 5 Working Days of receipt of a notice from Batelco under paragraph 6.2

ANNEX 2 DSL TRANSFER LIST

Access Speed for Residential Customers	Included Usage (Upload and download)	Increment for usage above threshold
265kbps downstream / 64kbps upstream	5 GB	1 MB
512kbps downstream / 128kbps upstream	8 GB	1 MB
1 Mbps downstream / 256kbps upstream	15 GB	1 MB
2Mbps downstream / 512kbps upstream	20 GB	1 MB

- Does not include an ADSL modem.
- Includes one email account with 10Mb storage limit.
- Recommended modems and suppliers are:
 1. **INMA:** GreatSpeed USB
 2. **A. Rashid Est:** Aztech USB
 3. **Intercol:** SpeedTouch USB

Access Speed for Business Customers	Included Usage (Upload and download)	Increment for usage above threshold
265kbps downstream / 64kbps upstream	2.5 GB	1 MB
265kbps downstream / 64kbps upstream	5 GB	1 MB
512kbps downstream / 128kbps upstream	10 GB	1 MB
1 Mbps downstream / 256kbps upstream	15 GB	1 MB
2Mbps downstream / 512kbps upstream	20 GB	1 MB
265kbps downstream / 64kbps upstream	N/A	N/A
512kbps downstream / 128kbps upstream	N/A	N/A
1 Mbps downstream / 256kbps upstream	N/A	N/A
2Mbps downstream / 512kbps upstream	N/A	N/A

- Includes 5 email accounts with 20MB storage for each account.
- Includes Single port Ethernet ADSL modem

ANNEX 3 CHARGES

Item	Chargeable Activity	Effective Date	Charge (BD)	Charge Basis
DSL.1	Fee to establish Wholesale DSL Service relationship	1 July 2008	5,216	Once off
DSL.2	Agreement Processing Fee	1 July 2008	1,903	Once off
DSL.3	Fee for processing DSL Transfer Request and completion	12 July 2006	8	Per event (additional charge if installation required)
DSL.4	Charges for rejects, reversals, and withdrawals associated with DSL Transfer, Invalid Transfer	12 July 2006	5	Per event
DSL.5	Fee for a change of speed associated with DSL Transfer if applicable	12 July 2006	5	Per event
DSL.6	External Removal or Change Number	12 July 2006	Equivalent to retail charge	Per event
DSL.7	Monthly End User port charges	24 May 2009	Residential: (Threshold) 256kbps: (2 GB) 7 512kbps: (8 GB) 14.084 640kbps (5 GB) 11.634 1Mbps: (15 GB) 20.405 2Mbps: (20 GB) 25.410 4Mbps: (25 GB) 31.180 8Mbps (40 GB) 46.960 10Mbps (50 GB) 56.971	Per port/per month
DSL 7	Monthly End User port charges	1 October 2009	Business: (Threshold)* 256kbps:(2.5 GB) 9.230 256kbps:(5 GB) 19.240 512kbps: (10 GB) 23.840 1Mbps: (15 GB) 28.800 2Mbps: (20 GB) 34.480	Per port/per month

Item	Chargeable Activity	Effective Date	Charge (BD)	Charge Basis
			4Mbps: (130 GB) 130.660 6Mbps: (160 GB) 158.980 8Mbps: (200 GB) 195.780 10Mbps: (250 GB) 241.060	
DSL 7	Monthly End User port charges	24 May 2009	Business: (Flat rate) 256kbps:14.230 512kbps: 29.270 1Mbps: 41.100 2Mbps: 74.770	Per port/per month
DSL.8	Usage tariffs	24 May 2009	0.848	Per Increment above threshold
DSL.9	Fee for a call out for a technician at Access Seeker request	12 July 2006	Time and materials in accordance with Schedule 3 Annex 1	Per event
DSL.10	Fee for suspension of ADSL Service at Access Seeker request	12 July 2006	5	Per act of suspension and per act of reactivation

*Unlimited at 1 Mbits/s if threshold exceeded under Fair Usage Policy as amended from time to time.