

## SERVICE DESCRIPTION 2-6 CUSTOMER ACCESS TAIL (CAT) SERVICE

### 1. THE SERVICE

The **CAT Service** is a wholesale dedicated private leased circuit service for carrying Access Seeker's traffic within Bahrain between an End User premises and an Access Seeker's Point of Presence.

**Available To:** Public telecommunications operators with an individual licence.

**Traffic:** Only traffic (a) agreed between the Access Seeker and the Access Seeker's customer and (b) covered by the Access Seeker's licence.

**Reciprocal Service:** Not required.

### 2. DEFINITIONS

Capitalised terms not defined in this Service Description are defined in the Dictionary. Terms defined in this Service Description are specific to it.

**Access Provider** means Batelco.

**Access Seeker** means the Licensed Operator.

**CAT Service** means dedicated local private leased circuit transmission capacity for digital point-to-point communications within Bahrain between an End User Premises and an Access Seeker's Point of Presence.

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

**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 receives telecommunication services.

**Order** means a written request by the Access Seeker for a CAT 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 collocation 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 CAT Service shall be the date of implementation of the circuit covered by such Order.

**Service Period** means the period of service of a CAT Service Agreement, which shall be a minimum of twelve months and which continues until terminated.

### 3. TERMS

#### 3.1 Forecasting

Within the first week of each calendar month, the Access Seeker must supply, in respect of each calendar month of the twelve (12) month period following the date of the forecast, a forecast of the CAT Services the Access Seeker will require, reasonably broken down by location and by capacity, in the form 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 CAT Service in accordance with the Supply Agreement. The Order shall be submitted in the form 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 under the Supply Terms, Access Provider will provide and the Access Seeker will acquire the CAT Service as specified in the Order accepted by Access Provider.
- (c) The CAT Service is available at the bandwidths and Charges set out below, subject to availability of capacity determined in accordance with the Access Provider's Priority Policy.

#### 3.3 Priority Policy

- (a) The Access Provider shall develop, disclose to the Access Seeker and subsequently apply a policy (the "Priority Policy") for CAT Service applications within twenty one (21) days of the date of the first service request for CAT 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 Seeker and other access seekers for CAT Services;
  - (ii) the Priority Policy must apply on a non-discriminating basis to the provisioning of accepted CAT Service applications and the Access Provider's own internal confirmed orders, requirements and plans for each affected CAT; and
  - (iii) subject to sub-paragraph (i) above, the Access Provider must seek to maximise the efficiency of its Priority Policy.

#### 3.4 Termination

- (a) The Access Seeker shall be entitled to terminate a CAT Service Agreement on three month's written notice to the Access Provider.
- (b) On termination, other than as a result of the default of either party, subject to the Access Provider using all reasonable endeavours to reuse the relevant CAT, either for its own purposes or in the supply of CAT Service to another person, the Access Seeker must pay to Access Provider by way of liquidated damages the charges for the CAT Service until

the end of the notification period or the minimum Service Period whichever is greater, or until the date in that greater period from which the relevant CAT is reused.

By submitting an Order 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.

### **3.5 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 CAT Service is located. 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 or any third party 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 or End User'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 CAT Service is located, 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 CAT Service (which may include without limitation participation in testing procedures as and when reasonably requested by Access Provider).

### **3.6 Variation or Withdrawal**

- (a) Access Provider may upon providing three months' written notice vary the CAT Service or withdraw a bandwidth CAT Service, or any part thereof, by issuing a revised Service Description.
- (b) Notwithstanding paragraph (a), unless the Access Provider and Access Seeker agree otherwise at the time, any withdrawal or variation of the CAT Service, or any amendment to the Charges payable for the CAT Service in accordance with this Service Description, will not effect any then existing CAT 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) The 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.

**3.7 Maintenance**

Access Provider shall provide maintenance and support services in respect of each CAT in accordance with good industry standards and to at least the service levels provided for all other circuit transmission capacity for digital point to point communications on its Network.

**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:** The Access Seeker shall pay an installation charge calculated based on time and materials as set out in Schedule 3.
- (c) **Monthly recurring charges per circuit**

Speed (kbps)	Monthly Charge (BD)
64	58
128	61
256	68
512	81
1024	119
1536	145
2048	171

- (d) **Forecast Charges:** For each Forecast made under this Service Description, the number of CATs identified in the calendar month of the forecast plus the three following calendar months are a commitment to Order. If the Licensed Operator has not placed Orders for the highest number of CATs forecast in respect of that calendar month by the end of that calendar month (or the equivalent number of CATs in higher bandwidth products) then the Access Seeker must pay the Access Provider for an amount equal to three times the monthly charge for each CAT not ordered- in that month.
- (e) **Availability Charges:** Additional Charges may apply where the Access Seeker’s specific and non-industry standard installation requirements must be met or where a contract period is less than the minimum Service Period. Charges are for CAT Services carried over Access Provider’s normal transmission and cable routes. CAT Services that can only be provided over other transmission and cable routes are subject to case by case discretion and, if offered, individual quotation. CAT Services provided over other transmission facilities and routes are subject to case by case discretion and, if offered, individual quotation.