



**TERMS AND CONDITIONS FOR THE PROVISION OF
BATELCO NATIONAL DATA COMMUNICATION SERVICES**

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“Acceptance Period” has the meaning set out in clause 3.2.1;

“Agreement” means the contract between Bahrain Telecommunications Company B.S.C. (herein referred to as **“Batelco”**) addressed at building 1095, road 1425, Al-Hamala 1014, PO Box 14, the Kingdom of Bahrain, and the Customer for the provision of the Services, comprising the following:

- a) these Terms and Conditions for the Provision of Batelco Local MPLS Services;
- b) the Order Form executed and signed between the Parties;
- c) the technical description set out in Annex 1; and
- d) the Multiple Site Information Sheet (if any);

“Amended Service” means an amended Service under this Agreement;

“Charges” means the Rental Charges and Non-recurring Charges payable to Batelco by the Customer pursuant to this Agreement which are set out in the Order Form;

“Customer” means the Batelco customer identified in the Order Form and who forms the other party to this Agreement;

“Customer Equipment” means any equipment not supplied by Batelco and which is used (directly or indirectly) by the Customer with the Service and/or the Equipment;

“Equipment” means any apparatus, equipment, hardware material, the Software and other items (including parts and components) placed on a Site by Batelco for the provision of the Service or otherwise pursuant to this Agreement and including, but not limited to, the equipment specified in the Order Form;

“Fixed Service Period” means the fixed term of the supply of the Services beginning from the Service Commencement Date, as specified in the Order Form;

“Force Majeure Event” means any cause or circumstance whatsoever beyond Batelco’s reasonable control, including (but not limited to) any act of God, fire, extreme weather conditions, industrial action, default or failure of a third party, war, act or omission of government or authority, compliance with any law or governmental or regulatory authority requirement which comes into force after the date of this Agreement, terrorist acts, civil commotion or disturbance, riot, insurrection or embargo, power failure, breakdown of plant machinery or vehicles, theft, sabotage and malicious damage;

“General Terms” means these terms and conditions for the provision of Batelco national data communication services;

“Intellectual Property Rights” means copyrights (including rights in computer software), patents, trade and service marks, trade and business names (including internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the universe;

“Minimum Service Period” means an applicable minimum period of six (6) calendar months (unless otherwise specified in the Order Form) for which the Service (or any part of the Service) will be provided pursuant to this Agreement, such period commencing on the Service Commencement Date, and applying only where there is an Open Service Period;

“Multiple Site Information Sheet” means the form annexed hereto (if applicable), by means of which the Customer may request provision of the Service to an additional Site;

“Non-recurring Charges” means the once-off charges payable by the Customer in connection with the Services, including but not limited to for the installation of the Equipment at the Site, as specified in the Service Order Form;

“Order Form” means the order form requesting the Service which has been signed by the Customer, a copy of which is annexed hereto;

“Open Service Period” means, where the Customer has requested in the Order Form that the Service be provided for an indefinite period until terminated in accordance with this Agreement;

“Party” means either the Customer or Batelco and together they are herein referred to as the “Parties”;

“Payment Due Date” means twenty (20) Working Days from the invoice date;

“Preferred Service Date” means the date specified in the Order Form mutually agreed to by the Parties (but without Batelco making any commitment in respect thereof), that the Service will be operational;

“Rebate(s)” means a performance remedy being a credit of a percentage of the Rental Charge calculated in accordance with each Service Level Agreement respectively;

“Rental Charges” means the recurring charges payable by the Customer to Batelco for the use of the Services, as specified in the Order Form;

“Service” means the service(s) specified in the Order Form to be provided by Batelco to the Customer pursuant to this Agreement, further details of which can be found in the technical description set out in Annex 1 and as otherwise mutually agreed to by the Parties in the proposal attached in Annex 3 (where applicable);

“Service Commencement Date” means the date when the Service, or any part of it, is installed, implemented and provisioned by Batelco and accepted by the Customer pursuant to clause 3.2;

“Service Level Agreement” means the service level agreement set out in Annex 2 of these General Terms which sets out level of service in which the Service shall be delivered to the Customer by Batelco;

“Service Period” means either an Open Service Period or a Fixed Service Period (as indicated in the Order Form), such period commencing on the Service Commencement Date;

“Site” means the Customer’s location(s) at which Batelco agrees to provide the Service;

“**Software**” means any software whatsoever supplied by Batelco to the Customer for use in connection with the Service;

“**Upgrade**” means an increase in the throughput of the Service;

“**Working Day(s)**” means any day (other than a Friday, Saturday or public holiday in the Kingdom of Bahrain); and

“**Working Hour(s)**” means the time between 07:00 and 14:45 during Working Days.

1.2 In the event (and to the extent only) of any conflicts or inconsistencies between these Terms and Conditions and any of the constituent parts of this Agreement, then the following order of priority shall apply: these Terms and Conditions; the Order Form; and the Multiple Site Information Sheet:

2. Commencement and duration of Agreement

2.1 This Agreement commences on the date that the Order Form is signed by duly authorised representatives of Batelco and the Customer.

2.2 This Agreement shall remain valid;

a) for the duration of the Service Period. The Fixed Service Period of a Service may be renewed by the Parties mutually in writing at least one (1) month prior to the expiry of the Fixed Service Period; or

b) for an Open Service Period, until terminated by either Party in accordance with the terms set out herein.

2.3 Any Fixed Service Period shall be automatically renewed for further periods of one (1) month each upon the expiry of the Fixed Service Period if the Customer fails to terminate or renew the Fixed Service Period for further periods.

3. Rights and obligations

3.1 Service Order and Delivery

3.1.1 Batelco will:

a) provide the Customer with the Services on the terms of this Agreement; and

b) use its reasonable endeavours to provide the Service on or by the Preferred Service Date as set out in the Order Form.

3.1.1 Batelco can arrange for the installation of the Services, including but not limited to installation of the Equipment, outside of the Working Hours on a time and materials basis.

3.1.2 The Parties agree that it is technically impossible to provide the Service fault-free and Batelco does not undertake to do so. However, where a fault or defect occurs which is not due to an act or default of the Customer, Batelco will use reasonable endeavours to repair any such faults in accordance with clause 7.3.

3.1.3 Batelco shall handover the Service to the Customer upon successful completion by Batelco of an end to end test as it considers appropriate.

3.1.4 Batelco may from time to time upon providing the Customer with at least ten (10) Working Days prior written notice, give the Customer instructions (which the Customer hereby agrees to comply with) which it reasonably believes are necessary for reasons of health, safety or the

quality of the Services or any other services provided by Batelco to the Customer or any other customer.

3.1.5 The Customer undertakes to provide all such information and assistance as Batelco may reasonably require in order for Batelco to perform its obligations under this Agreement.

3.1.6 The Customer agrees that the obligations of Batelco to provide the Service shall be conditional upon the Customer's obligation under clause 5.3.

3.2 Acceptance

3.2.1 Without prejudice to clause 18, Batelco shall send the Customer a service completion notification by hand, facsimile or e-mail to the Customer contact details set out in the Order Form. The Customer shall confirm acceptance of the Service, within three (3) Working Days (the "**Acceptance Period**") after handover by Batelco pursuant to clause 3.1.4 above. The Customer shall notify Batelco of such acceptance by submitting the handover form to Batelco by hand, facsimile or by e-mail to the Batelco contact details set out in the Order Form. If Batelco does not receive such completed handover form by close of business on the expiry of the Acceptance Period,, the Service shall be deemed accepted and invoicing for the Service shall commence the following day.

3.2.2 In accordance with clause 3.2.1 above, if the Customer notifies Batelco within the Acceptance Period, that there is a deficiency identified with the Service, the Service Commencement Date shall be the date that Batelco notifies the Customer that the Service is ready following the deficiency resolution. Unless the Customer informs Batelco in writing within three (3) Working Days that there are further deficiencies identified with the Service, the Customer shall be deemed to have accepted the Service and such date will be the Service Commencement Date.

3.3 Service Level Agreement

3.3.1 **Service Availability** Batelco shall provide the Service to the Customer in accordance with the respective Service Level Agreement, subject to the exclusions set out therein.

3.3.2 **Rebates** If Batelco fails to provide a Service in accordance with the respective Service Level Agreement, Batelco shall pay to the Customer the Rebates set out in the same Service Level Agreement for the same Service.

3.3.3 **Fault Reporting and Management** Reporting and management of faults in the Service shall be in accordance with the Service Level Agreement of each respective Service.

4. Equipment

4.1 The Customer agrees that any Equipment supplied to the Customer by Batelco (if any) will:

- a) remain the property of Batelco (unless otherwise notified by Batelco in writing), and the Customer shall not be entitled to deal with or dispose of, any interest in such Equipment and shall not delete, modify or tamper in any way with Batelco's ownership markings affixed on the Equipment. Any reverse engineering of the Equipment is also forbidden;
- b) be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelco, and the Customer will not add to, modify or in any way interfere with it nor allow any other persons to do so;
- c) be the sole responsibility of the Customer, any and all risks related to the Equipment shall pass to the Customer for the duration of the Service Period. It is understood however, that if Batelco sells the Equipment to the Customer, then title to the Equipment shall pass to the Customer upon the price for the Equipment is paid by the Customer in full; and

- d) stored and maintained by the Customer in a safe and secure place at each Site (as applicable), property protected against theft, damage, and loss and with adequate security safeguards with security measures and degree of care no less than the degree as the Customer would apply to the Customer Equipment.
- 4.2 The Customer shall be fully liable for any damages (fair and reasonable wear and tear excluded) to the Equipment supplied for the use of the Services, except if the Customer purchases the Equipment from Batelco. The Customer shall indemnify and hold harmless Batelco against any and all losses, damages, liabilities, claims and reasonable costs incurred by or brought against Batelco as a result of any breach or alleged breach by the Customer of its obligations under this clause 4.
- 4.3 It shall be the Customer's responsibility to ensure that any Customer Equipment is technically compatible with the Service and/or the Equipment and approved for those purposes under any relevant legislation or industry standards. The Customer shall not connect any Customer Equipment which has not been supplied or approved by Batelco to the Services.
- 4.4 Upon the expiry of the Service Period or termination of this Agreement for any reason, the Customer shall either:
- a) upon Batelco request, make all Equipment available to Batelco for removal the Equipment to Batelco in the same conditions as originally installed (except with reasonably fair wear and tear), except in the event the Customer purchases such Equipment from Batelco. Costs and conditions of shipment of the Equipment shall be mutually agreed to between the Parties; or
 - b) purchase the Equipment from Batelco at a price mutually agreed to between the Parties.
- 4.5 Upon removal of the Equipment from the Site pursuant to clause 4.4 above, Batelco shall not be obligated to restore the Site to its original conditions.
- 4.6 Upon expiration of the Service Period or termination this Agreement for any reason, if the Customer does not make all Equipment available for removal as per clause 4.4 above, the Customer shall be liable to pay Batelco the value of the Equipment, without prejudice to any other remedy available to Batelco under applicable laws.
- 4.7 Except for warranties which may not be excluded under applicable law, Batelco gives no specific or general warranty, whether express or implied, with respect to the Equipment supplied hereunder to the Customer.

5. Access and Site Regulations

- 5.1 The Customer shall ensure that each Site is accessible to Batelco, its personnel and any third party appointed by Batelco at any time for any work related to the supply of the Services, including but not limited to circuit delivery and installation of any Equipment.
- 5.2 The Customer will allow Batelco employees and agents access to any Site in order to enable Batelco to perform its obligations under this Agreement. Batelco will normally only require access to the Site during Working Days but may, on reasonable notice not less than two (2) Working Days, require the Customer to provide access to the Site at other times.
- 5.3 In order to allow the installation and use of the Equipment at the Customer's Site, the Customer will, at its own expense, and prior to any installation work:
- a) obtain all necessary consents, including consents for any necessary alterations to buildings, and present to Batelco the Customer's Commercial Registration (C.R.) or Smart Card as applicable;
 - b) provide any electricity and connection points required by Batelco (before installation, commissioning and during the Service Period); and

- c) provide an appropriate environment (including but not limited to availability of appropriate rack space) for the installation and which Batelco advises is necessary, and carry out afterwards any repairs or decorator's work required.
- 5.4 Batelco employees and agents will observe the Customer's reasonable site regulations provided that the Customer notifies Batelco in writing of any such regulations at least two (2) Working Days in advance.
- 5.5 The Customer will provide a suitable and safe working environment which complies with all applicable laws and regulations, including without limitation, health, safety and workers' protection regulations, for any Batelco employees and agents working at the Site and without limiting the generality of clause 11, the Customer shall indemnify Batelco in accordance with clause 11.3.1.

6. Use of the Service

6.1 The Customer will not use the Service:

- a) in a way which does not comply with the terms of any legislation or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the knowledge of the Customer, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights of any third party;
- b) in connection with (without prejudice to the generality of clause 6.2(a) 0 above) the carrying out of a fraud or criminal offence against Batelco or any other party; or
- c) for the storage, to send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or hatred, or which comprises virus or other code liable to cause loss or damage; or
- d) to send or procure the sending of any unsolicited advertising or promotional material; or
- e) in a way that does not comply with any instructions given under clause 3.1.5; or
- f) in a way that in Batelco's reasonable opinion could have a materially detrimental effect on Batelco's business (including the Service); or
- g) allow the Service to be used, modified or adapted to transmit voice or data on public telecommunications system of either Batelco or any other foreign telecommunication provider.

6.2 The Customer shall indemnify Batelco against any losses, damages, liabilities, costs, charges or expenses which Batelco may incur as a result of any breach or alleged breach by the Customer of its obligations under this clause 6.

6.3 Without prejudice to the foregoing, if Batelco discovers or is notified by the Customer or any other person of the transmission of data or other matter relating to data or use of the Service by the Customer or its customers that is in violation of any law, regulation, order or other similar rule of any competent authority or use policy, Batelco may (without any liability or penalty whatsoever) take all action required to ensure compliance with, or to prevent any breach of such laws, regulations, orders, rules or such use policies (including but not limited to suspension of the Service pursuant to clause 13). Batelco shall use reasonable endeavours to provide the Customer with prior written notice of such action, as soon as is reasonably practicable, unless prevented from doing so by any law, regulation, order or similar rule, or Force Majeure Event.

7. REPAIR AND MAINTENANCE

- 7.1 Batelco shall repair faults in relation to the Service to ensure agreed Service Level Agreement are maintained. For the avoidance of doubt, Batelco shall be responsible to repair and maintain the Service and the Equipment (not including Customer Equipment), under this Agreement, unless otherwise mutually agreed between the Parties in writing.
- 7.2 The maintenance of the Services shall be performed by Batelco, either directly or through third parties selected by Batelco.
- 7.3 Batelco shall be entitled, by giving at least ten (10) Working Days advance written notice to the Customer, to temporarily suspend the Services, in whole or in part, if necessary to maintain the proper functioning of the Services, and shall use all reasonable endeavours to ensure the duration of the suspension is kept to a minimum. Batelco shall not, for any reason, be responsible towards the Customer for any damages, losses or other charges incurred from the suspension of the Services for maintenance purposes. If Batelco suspend the Service for urgent maintenance or repair, Batelco shall give the Customer as much advance notice as is reasonably practicable.
- 7.4 If the Service develops a fault or defect which, is due to an act of default of the Customer, the Customer shall use its reasonable endeavours to investigate and rectify the fault or defect and/or indemnify Batelco for all reasonable costs and expenses incurred in relation to the investigation and remedy of such fault or defect. The Customer agrees to promptly pay any such charges on receipt of an invoice from Batelco. Any breach by the Customer of this clause constitutes a material breach of this Agreement.

8. CHARGES AND PAYMENT

- 8.1 The Customer agrees to pay the Charges to Batelco for the Services as specified in the Order Form.
- 8.2 Rental Charges shall be invoiced monthly in advance, Rental Charges for Services provided for part of a month shall be charged on a pro-rata basis
- 8.3 Non-Recurring Charges related to the Services shall be invoiced in arrears.
- 8.4 Equipment supplied by Batelco on a sale basis and related Equipment management services shall be invoiced upon ordering.
- 8.5 The Customer shall pay the undisputed Charges due in full on or by the Payment Due Date.
- 8.6 Subject to clause 8.7, if the Customer, in good faith, disputes the amount in an invoice solely relating to statement errors ("**Billing Dispute**") by notifying Batelco in writing, the Customer shall:
- a) continue to pay any undisputed amounts to Batelco on or by the Payment Due Date;
 - b) cooperate with Batelco to promptly resolve the Billing Dispute; and
 - c) where applicable, pay the amount agreed upon mutually between the Parties within ten (10) Working Days from the resolution of the Billing Dispute.
- 8.7 If the Customer does not notify Batelco of a Billing Dispute within fourteen (14) Working Days from receipt of the invoice, the invoice shall be deemed undisputed for the purposes of clause 8, and the Customer irrevocably waives the right to dispute the respective invoice as a Billing Dispute in the future.
- 8.8 All debts and obligations of the Customer towards Batelco shall become immediately due and payable if:
- a) any form of attachment or seizure is made on any of the Customer's assets;

- b) any order or application is made or any effective resolution is passed with a view to the bankruptcy or moratorium, dissolution or winding up of the Customer;
 - c) the Customer becomes solvent or otherwise ceases or threatens to cease to pay its debts; or
 - d) the Customer, without the prior written consent of Batelco, converts its corporate form into another legal entity, transfers its undertaking or a substantial part thereof, to a third party, or moves its corporate seat to another country's jurisdiction.
- 8.9 If any of the events listed in clause 8.8 above occurs, the Customer shall at its own expense within five (5) Working Days, the terms of clause 4.4 shall apply. In the case of failure of the Customer to return the Equipment, Batelco shall be entitled to access the Site to collect the Equipment at the expense of the Customer, unless otherwise mutually agreed between the Parties in writing.
- 8.10 If the Customer owes any amount to Batelco under this Agreement or otherwise, Batelco may, upon written notice:
- a) set-off that amount against any amounts Batelco owes to the Customer under any valid invoice issued under this Agreement or otherwise; or
 - b) transfer the unpaid invoiced amount to the account of any other services provided to the Customer by Batelco maintained under the Customer's CPR or commercial registration number, and the Customer shall be liable to pay all the charges on any invoice issued by Batelco for such services by the respective payment due date.
- 8.11 If the Customer does not make payment on or before the Payment Due Date, which shall constitute a default for all purposes, Batelco reserves the right to charge monthly interest on all defaulted amounts at the rate equal to two percent (2%) above the Bahrain Interbank Offered Rate (BHIBOR) up to a cap of four percent (4%) per annum, beginning from the default date until actual payment of the outstanding amount. Interest shall continue to accrue notwithstanding termination of the Service for any reason, until the outstanding amount is paid. Any reasonable incidental charges reasonably incurred by Batelco in relation to recovery of its dues under this Agreement, will be billed separately to the Customer.
- 8.12 All Charges are exclusive of value-added tax ("**VAT**") or any other sales, use or other transactional tax, duty or impost ("**Tax**"). The existing rules concerning Tax in each country will be applied separately in each invoice. Any change in Tax during a Service Period shall be applicable in accordance with the law promulgating such change in Tax.
- 8.13 For the purposes of this clause 8.12 above, the term "Tax" means a sales tax, value added tax, goods and services tax, taxes charged in relation to telecoms services, consumption tax or value added tax, withholding tax, custom duty or other tax, impost, duty, charge or similar sum in the nature of tax levied on or applicable to a supply of goods, services, rights, benefits or other things in any territory (including any fine or penalty imposed in connection therewith, except where such fine is solely incurred as a result of failure to take reasonable steps to comply with applicable laws), with the exception of taxes on the incomes of Batelco.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Customer acknowledges and agrees that all Intellectual Property Rights in the Service, the Software and the Equipment are, and shall remain at all times, the property of Batelco or its licensors. The Customer shall execute all such documents and render all such assistance as Batelco may from time to time require to perfect and enforce Batelco's title to the Intellectual Property Rights.
- 9.2 Batelco grants the Customer, for the duration of this Agreement, a non-exclusive, non-transferrable licence to use the Intellectual Property Rights in the Equipment and the Software solely for the purposes of using the Service in accordance with this Agreement.

- 9.3 The Customer will not copy, de-compile or modify the Equipment and/or the Software, provided to the Customer in connection with the Service.
- 9.4 The Customer may copy any manuals or documentation provided by Batelco in connection with the Service for its internal business use only. Such copies shall be destroyed immediately upon the expiry or termination of this Agreement for any reason.
- 9.5 The Customer shall indemnify Batelco against any action at law based on the allegation that the use of the Software, Equipment and/or Service infringes any third party intellectual property rights.
- 9.6 Except as provided in this clause 9, nothing in this Agreement entitles the Customer to use any Batelco name, logo, or trade mark or any Batelco intellectual property in connection with the Service without the prior written consent of Batelco. Any breach of this clause constitutes a material breach of this Agreement.

10. Confidentiality

- 10.1 Each party hereby mutually undertakes to:
- a) keep confidential all information (whether written or oral) concerning the business, trade secrets, customers, suppliers and affairs of the other parties that it shall obtain or receive as a result of the discussions leading up to or the entering into or performance of this Agreement (the “**Confidential Information**”);
 - b) not without the other party’s written consent disclose the Confidential Information in whole or in part to any other person save those of its employees, agents, advisers and sub-contractors involved in its performance of this Agreement and who have a need to know the same; and
 - c) use the Confidential Information solely in connection with the performance of their respective obligations under this Agreement.
- 10.2 The provisions of clause 10.1 0 above shall not apply to any Confidential Information to the extent that such information is already in the other party’s possession on the date of its disclosure, or in the public domain other than as a result of a breach of this clause or is required to be disclosed by an order of a competent court or regulatory authority.
- 10.3 Each Party hereby undertakes to the other to make all relevant employees, agents, advisers and sub-contractors aware of the confidentiality of the Confidential Information under the provisions of this clause and without limitation of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents, advisers and sub-contractors under the provisions of this clause.

11. Liability and indemnity

- 11.1 Subject to clause 11.3, neither Party to this Agreement shall have any liability to the other Party in respect of any loss or damage whatsoever and howsoever arising in connection with this Agreement, including, but not limited to, liability in contract (including under any indemnity or warranty), under any applicable legislation or otherwise for any: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss or corruption of data; (e) loss of contract or opportunity; (f) loss of goodwill; or (g) indirect or consequential loss of whatever nature, including (without limitation) any loss of a type described in (a) to (f) above which could be regarded as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of execution of this Agreement, to the extent permitted by law.

11.2 Both Parties' liability shall be limited to an amount equal to the Charges payable by the Customer for the Service for a twelve (12) month period within the Service Period of the year in which the cause of action giving rise to the liability arose.

11.3 Nothing in this Agreement shall exclude or limit the liability of either Party:

- a) for death or personal injury arising from the negligence or wrongful act of that party or its directors, officers, employees, contractors or agents;
- b) in respect of fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;
- c) any indemnities set out in clause 9; and/or
- d) any amounts due and payable to Batelco by the Customer under this Agreement.

12. FORCE MAJEURE

Neither Party shall be in breach of its obligations (excluding the Customer's payment obligations) under this Agreement if there is any total or partial failure of performance by it of its obligations resulting from a Force Majeure Event. If the Force Majeure Event continues for more than thirty (30) Working Days and substantially affects the abilities of the Parties to perform this Agreement, the non-defaulting party shall have the right to terminate this Agreement forthwith upon giving written notice to the other Party. No Party shall have any liability to the other in respect of the termination of this Agreement as a result of a Force Majeure Event.

13. SUSPENSION OF SERVICES

13.1 Batelco reserves the right, at any time, to immediately suspend the provision of the Services and/or disconnect the Equipment, in whole or in part to the Customer if the Customer:

- a) damages the Services intentionally; or
- b) breaches clause 6 of this Agreement.

13.2 The Services shall remain suspended or disconnected pursuant to clause 13.1 for the time that Batelco shall deem appropriate in order to avoid any further damage to the Services or Equipment. In such a case, the Customer shall not be entitled to claim any compensation for damages, losses or other charges deriving from the suspension or disconnection of the Services.

13.3 Batelco reserves the right to suspend the Service if the Customer does not pay any Charges, by giving ten (10) Working Days prior written notice (the "**Suspension Notice**") to the Customer. If the Customer does not make payment of any outstanding Charges due on or by the expiry of the Suspension Notice, Batelco, shall be entitled to immediately terminate the Service.

13.4 Without prejudice to this clause, Batelco may suspend the Service in accordance with clauses 7.3 and 14.3.2 under this Agreement.

13.5 Where the Service or any part of it is suspended in accordance with clauses 13.1, 13.3 and 14.3.2, the Customer must pay to Batelco the Charges until this Agreement is terminated in accordance with the terms of this Agreement.

13.6 If the Service is suspended (but not if Batelco suspends part of the Service) for a continuous period of twenty (20) Working Days then the Customer may give notice to Batelco to terminate this Agreement, subject to paying any outstanding Charges in accordance with clause 14.2.

14. TERMINATION

14.1 Termination during a Fixed Service Period

- 14.1.1 Either Party may, for any reason, terminate this Agreement and provision of the Service at any time during a Fixed Service Period on one (1) month's prior written notice to the other Party.
- 14.1.2 Where Batelco terminates this Agreement pursuant to this clause 14.1 and intends to withdraw the Service in its entirety and not offer a replacement, Batelco will refund any apportioned Charges paid in advance in respect of any period which ends after the date of withdrawal less any applicable deductions.
- 14.1.3 Where the Customer terminates this Agreement pursuant to clause 14.1 above, the Customer shall pay Batelco all outstanding amounts up to and until the end of the Fixed Service Period.
- 14.1.4 Where a Customer has a contract for a Fixed Service Period for longer than two (2) years, such Customer shall not be required to pay the charges referred to in Clause 14.1.3 above where the second anniversary of the Service Commencement Date has passed and provided the Customer has given Batelco at least three (3) months' written notice after the second anniversary of the Service Commencement Date has passed.

14.2 Termination during an Open Period Service

- 14.2.1 Either Party may terminate this Agreement and provision of the Service at any time during an Open Period Service on three (3) months' prior written notice to the other Party.
- 14.2.2 If the Customer terminates this Agreement pursuant to clause 14.2.1 above, the Customer shall, pay Batelco all amounts; a) due until the end of the Minimum Service Period; and b) due until the end of the notice period provided in clause 14.2.1 above (the "**Early Termination Charges**").
- 14.2.3 Batelco shall have the right, in its absolute discretion, to waive the Customer's liability to pay Early Termination Charges.

14.3 Termination for Breach

- 14.3.1 Either Party may terminate this Agreement immediately on written notice, if the other Party (the "**Defaulting Party**"):
- a) commits a material breach of this Agreement, which is capable of remedy, and where the Defaulting Party fails to remedy such breach within ten (10) Working Days of receipt of a written notice from the other Party to do so; or
 - b) commits a material breach of this Agreement which cannot be remedied; or
 - c) is repeatedly in breach of this Agreement; or
 - d) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets
- 14.3.2 If any of the events detailed in clause 14.3.1 above occur as a result of the Customer's default, Batelco may by notice to the Customer (setting out the reasons) suspend the Service or any part of it without prejudice to its right to terminate this Agreement.
- 14.3.3 If Batelco terminates this Agreement pursuant to this clause 14.3 due to the Customer's breach, the Customer shall pay Batelco all outstanding amounts up to and until the end of the Fixed Service Period.

14.3.4 If the Customer terminates this Agreement pursuant to this clause 14.3 due to Batelco's breach, Batelco will refund any apportioned Charges paid in advance in respect of any period which ends after the date of withdrawal less any applicable deductions

14.4 Termination for Change

14.4.1 Batelco may terminate a Service or this Agreement if the Customer does not accept any change pursuant to clause 15, by providing ten (10) Working Days prior written notice to the Customer.

14.4.2 Pursuant to clause 15.1, the Customer may terminate a Service by providing Batelco with ten (10) Working Days prior written notice if Batelco changes any of the Charges pursuant to Clause 15.1(a).

14.4.3 If this Agreement is terminated by the Customer pursuant to clause 14.4.2 above, then the Customer shall pay to Batelco any and all outstanding Charges payable to Batelco under this Agreement until the effective date of termination.

15 Changes

15.1 Upon providing the Customer with at least twenty (20) Working Days prior written notice (the "**Notice of Change Period**"), where reasonably practicable to do so, Batelco may, at any time during the Service Period:

- a) vary the Charges as a result of any future order or regulation issued by any governmental or regulatory body in the Kingdom of Bahrain including the Telecommunications Regulatory Authority;
- b) change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Services; and
- c) alter or amend the terms of this Agreement (including but not limited to a Service Level Agreement) at any time.

15.2 The Customer may accept or reject such changes referred to in clause 15.1 and notify Batelco of its decision in writing within the Notice of Change Period defined above.

15.3 If the Customer accepts the proposed changes as per clause 15.1, then the amended terms shall come into effect beginning from the expiry of the 10th Working Day of the Notice of Change Period and shall be valid for the remainder of the Service Period.

15.4 The Customer cannot alter or amend any terms of this Agreement.

15.5 The Customer may request an Amended Service by providing notice to Batelco and by completing a new Order Form. Where the Customer requests an Amended Service and Batelco agrees to provide an Amended Service the Service Period shall recommence and the Service Commencement Date shall be the date when the Amended Service is installed and implemented by Batelco. However, where the Customer requests an Upgrade which does not require any new network resources a new Service Period shall not commence and Batelco shall provide the Amended Service for the remainder of the current Service Period, unless otherwise agreed with the Customer in writing. All requests must be made to Batelco Service Manager ("**SMU**") on 17881144 during Batelco normal working hours or through your designated account manager for all other times outside of Batelco's normal working hours. Any change pursuant to this clause 15.5 may be subject to additional charges as stipulated in the respective Service Order Form.

16 Assignment and Sub-Contracting

Batelco may assign novate or sub-contract any of its rights or obligations under this Agreement upon providing written notice to the Customer. The Customer shall not be entitled

to assign, novate, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of Batelco, which consent shall not be unreasonably withheld.

17 Entire agreement and exclusion of warranties

- 17.1 Save as expressly provided under this Agreement all other warranties whether express or implied are hereby excluded to the fullest extent permissible by law and this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements.
- 17.2 For the purposes of this clause a “**Pre-Contractual Statement**” means a draft agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever whether or not in writing and whether implied or otherwise relating to this Agreement made or given by any party or any other person at any time prior to the execution of this Agreement.
- 17.3 The Customer hereby acknowledges that it has not entered into this Agreement in reliance upon any Pre-Contractual Statement which is not expressly set out herein and that the Agreement supersedes and extinguishes any prior Pre-Contractual Statements relating thereto.
- 17.4 The Customer shall not have any right of action against Batelco arising out of or in connection with any Pre-Contractual Statement except in the case of fraud or dishonesty or wilful concealment.

18 Notices

- 18.1 Any notice to be given by the Customer to Batelco shall only be effective if in writing and delivered to:

Legal Notices	
Mailing Address	ATTN: Head of Legal and Regulatory Affairs Al Hamala Headquarters, Building 1095, Road 1425 Al-Hamala 1014 Bahrain; or PO Box 14, Manama, Kingdom of Bahrain
Fax	(973) 1761 0092
Telephone No.	(973) 1788 4830

Operational Notices	
E-mail address	biz@btc.com.bh
Service Management Unit (SMU) contact details	(973) 1788 1177

- 18.1 Any notice to be given by Batelco to the Customer shall be effective if in writing and delivered to the address or sent to any relevant facsimile number for that party set out in the Order Form.
- 18.2 Any such notice shall be considered to have been received by the addressee two (2) Working Days following the date of despatch if by registered post or air mail or simultaneously if by facsimile.

19 Miscellaneous

- 19.1 The Customer hereby represents and warrants to Batelco that it has the full power to enter into this Agreement and that all information supplied by the Customer to Batelco and/or

entered onto the Order Form is true, accurate and complete in all respects. Batelco shall not be liable for any losses or damages suffered by the Customer in relation to any Service provided due to incorrect or inaccurate information provided in the Order Form.

- 19.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. If either party elects to waive a breach of this Agreement that waiver is limited to that particular breach.
- 19.3 If a provision of this Agreement is, or becomes, to any extent illegal, invalid or unenforceable, then it is the intention of the parties that it shall to that extent be deemed not to form part of this Agreement and will not affect the legality, validity or enforceability of any other provision of this Agreement, which shall continue in force and effect.

20 Dispute Resolution and Governing Law

- 20.1 Any disputes, differences or questions (a "**Dispute**") of the Customer shall be amicably settled between the Parties. If the Parties fail to reach an amicable solution within sixty (60) calendar days from the date the Customer raises such Dispute with Batelco, then the Customer may submit the Dispute to the Bahrain Telecommunications Regulatory Authority ("**TRA**") for resolution in accordance with the Batelco Code of Practice available at www.batelco.com and in accordance with the Telecommunications Law.
- 20.2 This Agreement shall be governed by and interpreted in accordance with the laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to all disputes.

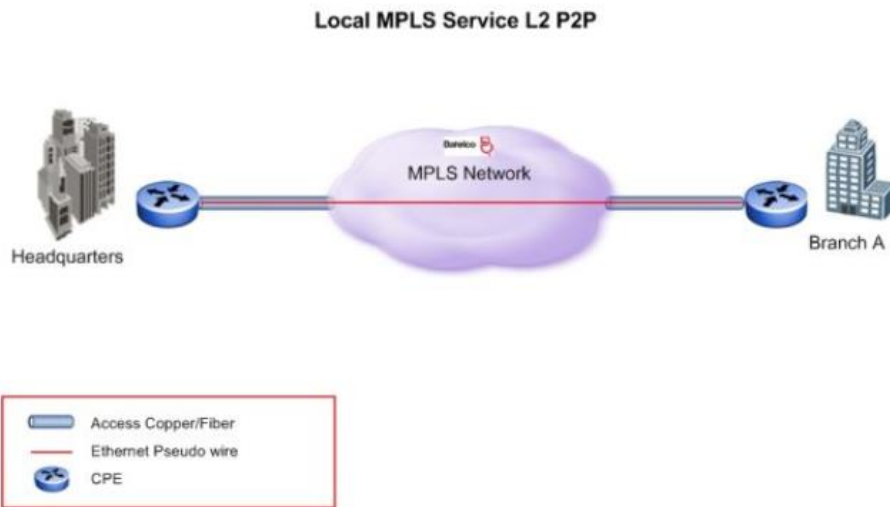
ANNEX 1 TECHNICAL DESCRIPTION

1. Multi-Protocol Label Switching (MPLS) Service Description

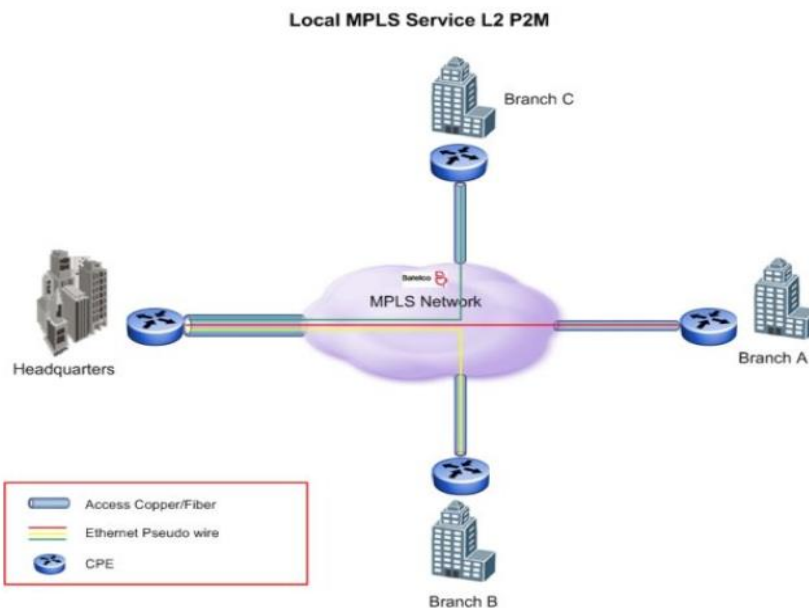
The local MPLS service provides an integrated end-to-end network connectivity between locations spread out within the Kingdom of Bahrain and allows the transfer of multiple types of traffic including data, voice and video in a private and secure way over a reliable and robust MPLS infrastructure.

Batelco offers three options for the Local MPLS service connectivity:

- A. Layer 2 Point-to-Point** is provided over Layer 2 with traffic routing under full control of the customer. It is used to connect two locations either on copper for speeds up to 2Mb or fiber access for greater speeds.

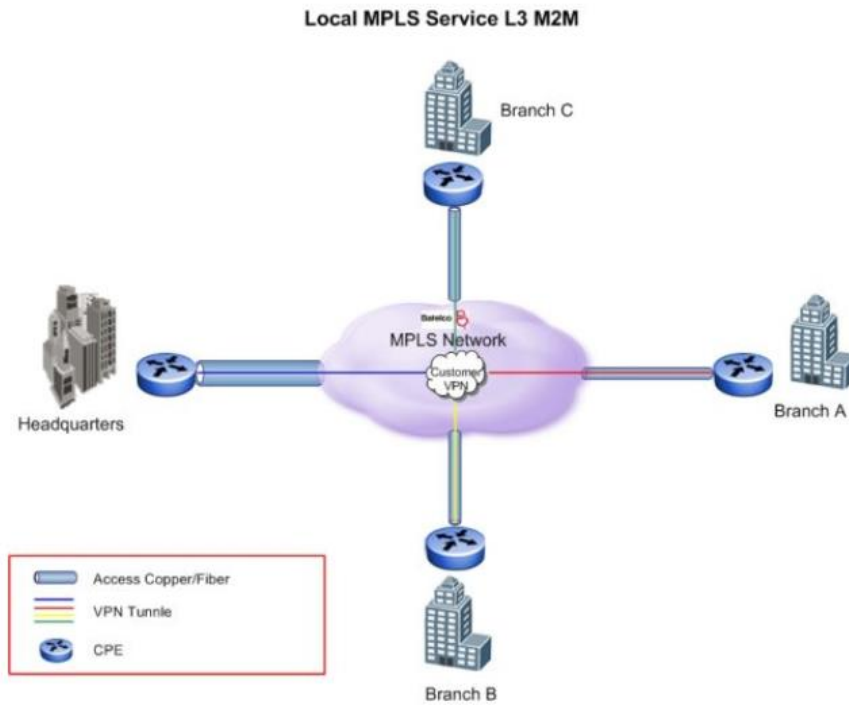


- B. Layer 2 Hub & Spoke (Point-to-Multipoint)** is provided over Layer 2 with traffic routing under full control of the customer. It is ideal for companies that require connectivity between their headquarter and branches. All the virtual circuits terminating from the spoke sites are aggregated on a single physical link at the hub site.



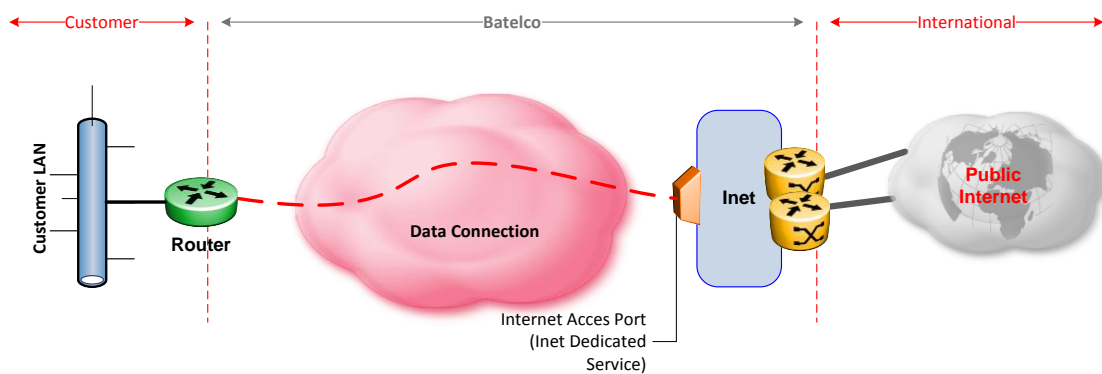
- C. Layer 3 IP-VPN Full Mesh (Multipoint-to-Multipoint)** offers any-to-any connectivity between multiple locations with traffic routing managed by Batelco's VPN network. It is ideal for

companies that require their sites to be connected and managed by the experienced and professional engineers at Batelco. Batelco configures and manages the customer's IP routing within the MPLS VPN network to facilitate smooth traffic flow between the different sites.



2. INET Dedicated Service Description

A premium internet service that offers a high-speed symmetrical and dedicated internet connection—assuring fast network response time and quicker file transfers. Its many features include a domain name with a '.bh' country code to facilitate an online presence and a subnet of multiple IP addresses that enables the customer to host services such as email and web server. The Inet Dedicated Service is simply a provision of a port on Batelco's Internet Platform that allows the customer to access the internet through multiple diversified international uplinks.



ANNEX 2
SERVICE LEVEL AGREEMENT

[OPTIONAL]
ANNEX 3
THE PROPOSAL