

SCHEDULE 6.7 – SERVICE DESCRIPTION

SERVICE NODE FACILITIES MANAGEMENT SERVICE

1. THE SERVICE

The SNFM Service is an access service more particularly defined below which can be requested as part of any other relevant Reference Offer service.

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

Traffic: N/A

2. DEFINITIONS

Capitalised terms not defined in this Service Description are defined in Schedule 8 – (Dictionary) of the Reference Offer. Terms defined in this Service Description are specific to it.

Access Provider Service Node (APSN) means an Access Provider exchange building specified in the list issued by the Access Provider.

Co-mingling means co-location as rack space where the Access Seeker Equipment is installed in an APSN in an area which may also house the Access Provider's Equipment or other Licensed Operator Equipment unpartitioned from the Access Seeker Equipment and from each other.

Contact Person means the Access Provider's personnel who can be contacted any time by staff and contractors of the Access Seeker who need to enter the SNFM Rack Space. The Access Provider guarantees that in case the Contact Person cannot be reached, another official from the Access Provider can be reached 24 hours a day, seven days a week.

Implementation Date means the date set out in a Service Request for a SNFM Service which shall be determined in accordance with the timescales set out in clause 11.11 of the Supply Terms.

Network Boundary means the Access Provider distribution point at customer premises contemplated by the Access Provider's fixed services license.

Access Seeker Equipment means all Equipment compliant with the ANFP or other equivalent specification, provided by the Access Seeker necessary to support the relevant Reference Offer service.

Point of Presence (POP) 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 an Access Provider 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.

SNFM Service means the Service Node Facilities Management Service.

3. SERVICE TERMS

3.1 The SNFM Service in each APSN comprises:

- (a) SNFM Rack Space being Co-mingling,
- (b) Riser room access.
- (c) Raised Flooring.
- (d) Power – DC power only from an electrical distribution board and handed over at the relevant rack with a lug connector or depending upon the Access Seeker's Equipment, direct cable connection(s). DC and AC power supply/backup of 3 kW/h which can be increased in increments of 1kW/h up to a maximum of 7kW/h where applicable, subject to additional charges and which apply the same interruption and back up protection to this power supply as applies to other Access Seekers in the APSN.
- (e) Light to a reasonable standard.
- (f) Air conditioning – reasonable temperature and humidity control provided to Access Seekers Equipment complying with the Access Provider's specifications.
- (g) Access arrangements for Access Seeker staff and outside contractors.
- (h) Building maintenance and repair of the SNFM Rack Space to such standards as is adequate given the age and nature of the facility.
- (i) Cleaning to a reasonable standard.
- (j) Earthing – standard point to multipoint.
- (k) Fire detection and suppression provided the Access Seeker insures its own Equipment against fire risk.
- (l) Maximum loading being 300kg per square meter for a wooden raised floor and 500kg per square meter for a steel raised floor.
- (m) Lead in trays for Tie Cables.

3.2 Provision of the SNFM shall be conditional on the Access Seeker:

- (a) entering into a SNFM License substantially in the form of Annex 1 in respect of each APSN.

- (b) providing a statement of conformity with the ANFP.
 - (c) providing a copy of type approval certificates as described in paragraph 3.3(c) below.
 - (d) providing of relevant and valid insurance documentation as specified under paragraph 9 of this Service Description and clause 17 of the Supply Terms.
 - (e) Completion of the relevant security requirements for Access Seeker staff and contractors as specified and referred to under paragraph 4.4 and Annex 3 of this Service Description.
- 3.3 The Access Seeker shall ensure that any Equipment connected to a fibre cable provided by the Access Provider:
- (a) meets the specifications and requirements defined by relevant international telecommunications and engineering standards;
 - (b) the ANFP; and
 - (c) is type approved equipment under article 38 of the Telecommunications Law and/or any type approval regulation issued by the Authority.
- 3.4 If the Access Provider terminates this Service in whole, then each SNFM License will terminate after expiry of the relevant notice period.
- 3.5 If a regulatory obligation to support or supply any specific SNFM Service no longer applies, the Access Provider may cease to supply the SNFM Service to an Access Seeker on 12 months prior written notice. Following the giving of a notice under this clause, the Access Seeker will not request any new SNFM Services from the Access Provider unless commercially agreed otherwise between the Access Provider and the Access Seeker. The Access Seeker will also inform any relevant End User that the SNFM Service will terminate at the end of the 12-month period.
- 3.6 The Access Provider may continue to provide, and the Access Seeker may continue to request this service from the Access Provider on commercial terms agreed mutually between the Access Provider and the Access Seeker.
- 3.7 Where the Access Provider has reasonable objective grounds to consider that the Access Seeker is in breach of an obligation under this Service, the Access Provider may, subject to Authority's approval: suspend implementation by the Access Seeker of the SNFM Service; and/or take any other step contemplated by the Supply Terms to protect the Access Provider's Network or other interests.
- 3.8 The Access Provider will make available to Access Seekers through the General Information request, the list of the APSNs available from time-to-time.
- 4. SNFM RACK SPACE**
- 4.1 In relation to Co-mingling, the parties shall enter into a SNFM License in the form set out in Annex 1 of this Service Description.

- 4.2 Unless the Access Seeker specifically requests otherwise or there is no space available, the SNFM Rack Space shall be co-mingled inside the secure space of the facility and the Access Seeker acknowledges that other Access Provider customers and the Access Provider will have co-mingled access to the SNFM and Access Seeker Equipment.
- 4.3 Subject to paragraph 4.4 below, the Access Provider shall provide the Access Seeker with access to the SNFM Rack Space to allow the Access Seeker's People to access the SNFM Rack Space in order to enable the Access Seeker to perform their obligations under this Service.
- 4.4 The Access Seeker's People shall observe all of the Access Provider's instructions and procedures relating to this Service, including the Access Provider's security and site regulations. Nothing in any guidance, instruction or policy can be taken to mean that the Access Provider assumes any risk or responsibility in relation to the Access Seeker's service, Equipment or People. An indicative summary of the current security procedures and policies is set out in Annex 3 of this Service Description. Upon completion and acceptance of the Service Request form for this SNFM Service, the Access Seeker shall request and the Access Provider shall provide a copy of the Access Provider's summary security procedures which shall be amended from time to time in the Access Provider's absolute discretion. Enquiries about the details of any policy or procedure should be directed to the Access Seeker's account manager at the Access Provider.
- 4.5 The Access Provider will provide a safe working environment for any Access Seeker People at the SNFM Rack Space. The Access Seeker shall indemnify the Access Provider against all claims, charges, costs or expenses in any way relating to injury to or death of any Access Seeker People at or in the environs of the SNFM Rack Space that is not caused by the Access Provider, and against all loss of or damage to the Access Seeker Equipment or any other the Access Provider customer's Equipment at the SNFM Rack Space in any way connected with the Access Seeker's use of the SNFM Rack Space that is not caused by the Access Provider.
- 4.6 The Access Seeker understands and agrees that third parties such as the emergency services and law enforcement agencies may have a legal right of entry to SNFM Rack Space and the surrounding area at any time.
- 4.7 Access Seeker may enter the SNFM Rack Space solely for the purposes of installing, inspecting, maintaining, adjusting, repairing, altering, replacing or removing Access Seeker Equipment within the SNFM Rack Space in accordance with the SNFM License. The Access Seeker is not permitted to enter any other part of the APSN.
- 4.8 All Access Seeker access shall be escorted access, which comprises the provision of Access Provider staff to escort the Access Seeker's People to and from the SNFM Rack Space. Where the Access Provider's policies require supervision at the SNFM Rack Space, this will be at the Access Seeker's cost.

5. GENERAL SERVICE TERMS

- 5.1 The Access Seeker acknowledges:

- (a) The SNFM Service comprises the SNFM Rack Space and additional support services set out in this service description;
- (b) This SNFM Services does not allow personnel of the Access Seeker physical access to any relevant Facility unless expressly stated in this service description.

5.2 Ordering

- (a) The Access Seeker shall submit a correctly completed Service Request to the Access Provider to request supply of the SNFM Service in accordance with this service description and the Supply Agreement. The Service Request shall be submitted in the form specified by the Access Provider from time to time.
- (b) To be valid, the Service Request shall be accompanied by a matching Reference Offer product for the relevant APSN to enable the Access Provider to implement the relevant SNFM Rack Space.
- (c) Subject to the Access Provider accepting the Service Request, and the Access Seeker fulfilling all of its obligations under the Supply Terms, the Access Provider will provide and the Access Seeker will acquire the SNFM Service as specified in the Service Request accepted by the Access Provider.
- (d) The provision of the SNFM Service is available as set out below, subject to availability of space, capacity and related equipment.

5.3 Variation

The Access Provider may at any time on reasonable notice, which shall be in all cases not less than 3 months, to the Access Seeker change the technical specification of the Service provided that any such change does not materially affect the substance of the performance of the Service.

6. CHARGES

- 6.1 The Access Seeker shall pay to the Access Provider the relevant Charges determined in accordance with Schedule 3 – (Pricing) of the Reference Offer.
- 6.2 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 Access Provider billing cycle after installation and may include billing on a pro rata time basis for the period between the date the Access Seeker was informed of the space being ready for it to install its equipment until the next billing cycle to ensure compatibility with the Access Provider billing cycle.

7. FORECASTING

- 7.1 At the beginning of each calendar month, the Access Seeker shall supply a reasonable non-binding forecast of the expected requests for the SNFM Service in each month of the twelve-month period following the date of the forecast, in the form required by the Access Provider from time to time. The Access Seeker shall use all reasonable endeavours to forecast accurately given the Access Provider is placing reliance on those forecasts to determine the number of requests expected for each month.
- 7.2 The Access Seeker acknowledges that the Access Provider is not liable for not delivering any additional Service Requests for the SNFM Service which has not been forecasted in accordance with paragraph 7.1 above.

8. INSURANCE

- 8.1 Until such time as the parties agree otherwise and after obtaining approval of the Authority for such amendment, the Access Provider and the Access Seeker shall each procure and maintain for the duration of this service third party liability insurance policies with the other being named as a named beneficiary to cover personal injury and property damage claims up to BD300,000 for each APSN. The terms of such policies shall include provisions whereby, in the event of any claim or proceedings under the policy being brought or made against the other party, the insurers shall indemnify the other party against any costs, charges and expenses thereof. At all times the parties shall hold appropriate workman's insurance (General Organisation for Social Insurance ("GOSI")).
- 8.2 The Access Provider or the Access Seeker shall provide evidence of the insurance cover referred to in paragraph 9.1 on or before the date this service commences and thereafter at any time during the period of this service as the requesting party shall reasonably require. If the requested party is unable to demonstrate to the requesting party's reasonable satisfaction that it has insurance to the required level, with a reputable insurer, the requesting party shall be entitled to effect insurance against all claims, proceedings, losses, liabilities, costs, damages and expenses caused by the other party's negligence, other default or deliberate act arising out of or in connection with this service and to recover the reasonable cost of such insurance from the other party.

9. Disputes

- 9.1 Where there is any allegation of a failure to comply with the warranties of this Service Description then the parties will apply the dispute resolution process outlined in Clause 22 of Schedule 9 – (Supply Terms) of the Reference Offer.

ANNEX 1 –SNFM License

1. The Access Provider will grant to the Access Seeker, for the period set out in the agreed Service Request,, a License to use a portion of space in the Access Provider Floor/Ground APSN specified in the General Information list identified in a Service Request for SNFM Service access in writing which is signed by the Access Provider in accordance with the terms of this license, the SNFM Service Description and the Supply Terms.
2. The license does not commence unless and until:
 - (a) A Service Request for Floor/Ground access is accepted and signed by the Access Provider;
 - (b) all Make Ready Work has been completed to the Access Provider's and Access Seeker's satisfaction;
 - (c) all charges for the stages of the process occurring up to and including the completion of Make Ready Work have been paid; and
 - (d) the terms of this license have been signed by the Access Seeker.
3. The license is a personal and non-transferable right. The license does not confer any rights on the Access Seeker to lease, sub-lease or any right of ownership or possession in respect of any specific Floor/Ground. The Access Seeker may not sub-license any right granted by this license.
4. Unless specified in the SNFM Service Description, the Access Seeker does not have any general right to access to Floor/Ground and this license allows the Access Seeker to access the Floor/Ground route only in strict compliance with the Access Provider's access policies and procedures which apply from time to time relating to security, protection and safety, physical access procedures, marking of equipment. Such access shall be supervised by the Access Provider at all times.
5. It is a condition of the license that the Access Seeker shall:
 - (a) comply with the policies and directions of the Access Provider, including in relation to access, movement or relocation of a Floor/Ground route and relocation of the cable from, in, or between, sub-Floor/Grounds
 - (b) behave in a manner consistent with the action of a prudent Floor/Ground owner;
 - (c) so far as access is given, keep all cabling Equipment and all accessed Floor/Ground areas free of debris and in a safe and tidy condition;
 - (d) ensure no toxic or flammable materials are left anywhere near the Floor/Ground or Equipment;
 - (e) promptly notify, for correction or removal, any fault or defect in Equipment used in or near the Floor/Ground; and

- (f) immediately notify the Access Provider of any damage to Floor/Ground or Equipment observed or occurring during or as a result of access by the Access Seeker.
6. The Access Provider may require from the Access Seeker to remove and replace any Equipment which does not comply with any municipal, Ministry or Authority requirements or restrictions.
 7. For the sake of clarification, maintenance of the Access Seeker Space shall be carried out by the Access Provider and the corresponding charge is included in the License fee (as set out in Schedule 3 – (Pricing) of the Reference Offer).
 8. If the Access Provider by reasonable notice to the Access Seeker requires the movement of the Access Seeker's Floor space for The Access Provider's own convenience then the Access Provider will cover the cost of moving the Co-mingling and the Access Seeker may attend to observe at its own expense.
 9. If part or all of the Co-mingling needs to be moved for reasons outside the control of the Access Provider and by order of a competent court, municipality, authority, Ministry or Authority, the Access Seeker must share a proportion of charges or costs related to the move of its Equipment, upon justified and reasonable methodology approved by the Authority.
 10. the Access Provider may immediately suspend provision of the service until further notice if the Access Seeker causes, or the Access Provider can justify that the Access Seeker will cause, physical or technical harm to any telecommunications network (whether of the Access Provider or another operator).
 11. The Access Provider may terminate the license granted to the Access Seeker on 30 days written notice to the Access Seeker if:
 - (a) The Access Seeker is in breach of the SNFM Service description which is left unremedied for a period of 21 days after written notification by the Access Provider to the Access Seeker;
 - (b) fibre is not lit along the full route of the Floor/Ground access for any consecutive period of 12 months during the term of the license;
 - (c) the Access Seeker ceases to be a Licensed Operator; or
 - (d) the Access Seeker installs Equipment in or near any Floor/Ground which does not meet the requirements specified in 3.3 (c) above.
 12. The Access Provider may terminate the license granted to the Access Seeker on 6 months written notice to the Access Seeker if the Access Provider's right to use the Floor/Ground or right of way is revoked, terminates or expires.
 13. Either party may terminate the license immediately if the other party is in breach of the license or of the Supply Terms as they relate to the Floor/Ground and the breach remains unremedied for a period of 10 Working Days.

14. The Access Seeker may in any case terminate the license by giving the Access Provider six months written notice.
15. If the license is terminated then the Access Seeker shall remove all Equipment from, in and around the Floor/Ground within 90 days of the notice of termination. If the Access Seeker fails to comply with this clause then the Access Provider is entitled to remove the Access Seeker's Equipment at the latter's costs.
16. The Access Seeker will be deemed to have abandoned the Access Seeker's Equipment if it does not access the Equipment for any period of 24 consecutive months. If the Access Seeker's Equipment is abandoned then the Access Provider may exercise the same rights as for the removal of Access Seeker Equipment as indicated in paragraph 15 above.

The terms of this license take precedence over any other terms which might apply to the Access Seeker's access to the Access Provider's Co-mingling.

SCHEDULE 1 – SNFM License

Licensed Floor/Shelter Area

APSN

Leased/Owned outright by BAHRAIN NETWORK (BNET) B.S.C (C)

Designated Floor Area (sq. meter)

Note: the details listed above will be provided and attached to each SNFMLicense granted to the Access Seeker

ANNEX 2 SNFM CHARGES

The Access Seeker shall pay to the Access Provider the relevant Charges as set out in Schedule 3 – (Pricing) of the Reference Offer.

ANNEX 3 SUMMARY OF SECURITY REQUIREMENTS

1. General Access

- 1.1 All Access Seeker People requiring access to SNFM should have the Access Provider issued contractor ID Cards. ID holders should report to Security when requiring access.
- 1.2 As an exceptional alternative, Access Seeker People requiring access to SNFM can be registered by The Access Provider. Registered technicians requiring access to the relevant APSN or site area shall report to Security. Security will check their central population register (“CPR”) or national identity card or other means of photographic ID against the list of Access Seeker authorised People. If everything is correct, Security will issue an appropriate ID Card in exchange for the persons ID; details will be recorded by the security staff.
- 1.3 ID holders or registered technicians will be escorted to and from the SNFM.
- 1.4 Supervision of work whilst the person is inside the relevant APSN or site area is at the discretion of the Access Provider.

2. Emergency Event Access

- 2.1 No unregistered emergency access will be allowed unless access has been agreed by the BNET Security through liaison with the Access Seeker account manager following notification. The notification should provide relevant personal details, the Access Seeker whose equipment is to be worked on and the date/times(s) of the access required and the circumstances of the emergency.
- 2.2 The persons requiring access shall report to security. Security will check their CPR or other means of photographic ID against the personal details provided to the BNET Security.
- 2.3 If everything is verified, Security will issue an appropriate ID Card in exchange for the persons ID; details will be recorded by the security staff.
- 2.4 The person will be escorted to and from the SNFM.

3. Refusal of Access

- 3.1 The Access Provider reserves the right to refuse access to any non-registered visitor of the Access Seeker for the reasons below:-
 - (a) Visitors without photographic ID.
 - (b) Visitor who cannot provide a valid contact name and number.
 - (c) Visitors whose contact person cannot be contacted or reached.
 - (d) Visitors who have disregarded rules in the past.
 - (e) During times of emergency.