



Zain Business
General Terms & Conditions

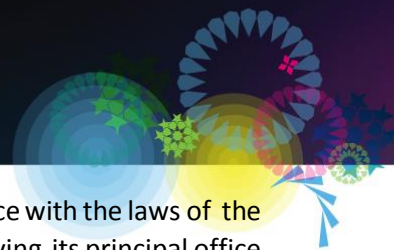


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Zain Bahrain B.S.C., a public joint stock company duly established in accordance with the laws of the Kingdom of Bahrain, holder of commercial registration number 50603, having its principal office at Zain Bahrain Tower, Building 401, Road 2806, Block 428, Seef District P.O. Box 266, Manama, Kingdom of Bahrain (hereinafter the **“Company”**).

The Customer is a company duly established in accordance with the laws of the Kingdom of Bahrain (hereinafter the **“Customer”**).

- **Declaration**

The Customer certifies that all the information provided herein is true and accurate and accepts all the terms and conditions of this Agreement.

1 Terms and Conditions

1.1 Recitals

- 1.1.1 This Clause “Terms and Conditions” has been issued by the Company and accepted by the Customer by virtue of this Agreement. The Company may amend these terms and conditions in accordance with the laws and regulations of the Kingdom of Bahrain.
- 1.1.2 The Company provides the Service to the Customer according to the terms of the License granted to it by the TRA.
- 1.1.3 The Customer acknowledges that he/she has read and understood the terms of this Agreement, and accordingly accepted it.
- 1.1.4 This Clause “Recitals” is considered an integral part and parcel of this Agreement.

1.2 Definitions

“Account”: the subscription granted to the Customer to use the communication service(s) as per the conditions of the subscribed Service.

“Agreement”: means this document (Zain Business General Terms & Conditions) and the Proposal.

“Commitment Term”: means the commitment term in accordance with the Proposal.

“Equipment”: terminal and associated equipment located at the Customer's premises and connected with a carrier's telecommunication channel like modems and routers.

“Force Majeure”: is the exceptional incident that neither can be foreseen nor prevented, which makes the implementation of the obligation impossible whereby the Company becomes unable to execute its obligations according to this Agreement.

“Internet Protocol”: a protocol used for communicating data across a packet-switched internetwork using the Internet Protocol Suite, also referred to as TCP/IP.

“Leased Line”: dedicated symmetric leased line connection.



"License": the license whereby the TRA authorizes the Company to provide Telecommunication Services.

"Personal Data": means any information relating to the Customer.

"Process/Processing": means any operation or set of operations which is taken in regard to Personal Data, whether or not it occurs by automatic means, and includes the collection, recording, organization, storage, adaptation, alteration, retrieval, gathering, use, disclosure by transmission, dissemination or otherwise making information available, alignment or combination, blocking, erasure or destruction of such data.

"Proposal": means the relevant proposal that the Customer and the Company has entered into to be governed by this Agreement.

"Service": the Service provided to the Customer in accordance with this Agreement including direct connection, connection between branches, access to the internet, global telecommunication services and any other services requested by the Customer from time-to- time as stated in the Agreement.

"Site": the location(s) where the Services are requested.

"TRA": The Telecommunications Regulatory Authority.

1.3 Quality of Service

- 1.3.1 The Company shall use its best efforts to provide high quality Service that allows the Customer to benefit from the Service according to its obligations as per the quality control instructions as amended from time to time and according to the Company's License.
- 1.3.2 The Customer acknowledges that the Company shall not be held liable for any variance, malfunction or outage that could affect the Service from time to time by reason of Force Majeure. Furthermore, the Company shall not be held liable to compensate the Customer for any losses or damages that may occur due to his misuse of the Service. In all cases the Customer shall not be entitled to claim any compensation for such losses unless agreed otherwise.
- 1.3.3 The Company hereby undertakes to repair any breakdown upon its occurrence, within reasonable time, in accordance with the terms and conditions of its License.



1.4 Obligations of the Company

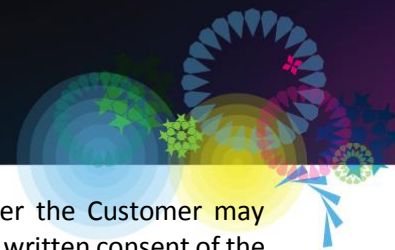
Company shall furnish the Customer according to the terms and conditions of this Agreement with the following:

- 1.4.1 In order that the Customer may use the Services, the Company shall, provided that all necessary clearances and building and planning permits have been granted, undertake Site preparation prior to the date specified and provide the Services for the term of this Agreement.
- 1.4.2 The Company shall perform the Services with reasonable skill and care using experienced personnel.
- 1.4.3 The Company shall exert all possible efforts to reconnect the Service in case of technical failure or in case of emergency or due to alteration or maintenance, and not to give any declaration that the Service and/or network is free of faults.
- 1.4.4 The Company shall inform the Customer in writing about any changes that may occur on the Company's address and phone numbers in the way it deems appropriate.

1.5 Obligations of the Customer

The Customer shall undertake the following:

- 1.5.1 Prepare all necessary means to use the Service such as the computer, and Equipment.
- 1.5.2 Use the Service by means of equipment that are licensed or pre-approved by the TRA. Any violation of the above shall result in direct stoppage of benefiting from the Service.
- 1.5.3 Undertake all necessary preparations required to comply with the Company's installation and maintenance instructions and shall procure the equipment and software necessary to implement the Service.
- 1.5.4 Guarantee the compatibility of equipment or software not provided by the Company. In the event that Customer uses equipment or software not provided by the Company which impairs Customer's uses of the Service, Customer shall nonetheless be liable for such usage.
- 1.5.5 Maintain the confidentiality of the username and password of the Equipment.
- 1.5.6 Notify the Company of any changes of Customer information related to the subscription of the Service.
- 1.5.7 Pay the Non-Recurring Charges and the Recurring Charges in accordance with Clause 1.6 below.
- 1.5.8 Not to use or utilize the Service, for any illegal, improper and/or immoral purposes including but not limited to harassment, fraud, infringement of intellectual property right.
- 1.5.9 Customer undertakes not to use or allow the use of the Services for purposes that endangers security, general safety and/or ethics, or to use it in a manner that violates or contravenes applicable laws or regulations.



- 1.5.10 Not to trade on connectivity, resell, or lease the Services, however the Customer may transfer or assign the Service to a third party after obtaining the prior written consent of the Company.

1.6 Charges and Payment

- 1.6.1 In consideration of the Services to be provided hereunder by the Company, the Customer shall pay to the Company a setup fee and a monthly charge as agreed between the two parties (the “Non-Recurring Charges” and the “Recurring Charges”).
- 1.6.2 Both Non-Recurring Charges and Recurring Charges and any other charges in accordance with the Agreement are exclusive of any type of taxes including but not limited to value added tax. The Customer shall pay all such taxes if and when they are levied by the government.
- 1.6.3 The Customer shall pay the “Recurring Charges” to the Company in advance at the beginning of each payment term in accordance with the Proposal.
- 1.6.4 In the event of a relocation of the Site to which connectivity is provided, a decommissioning and re-commissioning fee shall be administered. Each of these fees shall be paid by the Customer.
- 1.6.5 The Customer acknowledges that it is not possible for the Company to guarantee fault-free Service. Where a fault or defect occurs, which is not due to an act or default of the Customer and is within the Company network, the Company will use all reasonable endeavors to repair any such faults. Where a fault or defect occurs which is found to be as a result of an act or default of the Customer, the Company will thereafter reserve the right to charge Customer for on-site support and trouble- shooting at a pre-agreed hourly fee subject to a minimum charge of one hour.

1.7 Data Privacy

- 1.7.1 The Customer acknowledges, confirms and accepts that the Company may Process Personal Data for all the following purposes:
- a. the provision of the Service to Customer;
 - b. activities concerning Customer’s billing;
 - c. activities concerning interconnection payments;
 - d. activities concerning access to the Equipment;
 - e. activities concerning Traffic Data;
 - f. activities concerning Location Data; and
 - g. any other purposes in accordance with the relevant laws and regulations.
- 1.7.2 The purposes stated in Clause 1.7.1 are mandatory for the Company to provide the Service and any withdrawal of the Customer’s consent of these purposes shall be considered as a request for termination of the Service and accordingly subsequent consequences shall be applied.
- 1.7.3 The Customer gives the Company the right to obtain, Process and disclose the Customer’s



Personal Data to selected third parties for purposes such as regulatory requests, credit checking and collection, security, fraud prevention, identity verification, experience enhancement, the establishment, exercise or defense of legal claims or the performance of a task carried out in the public interest according to laws and regulations applicable in the Kingdom of Bahrain.

1.8 Term and Validity

The Agreement commences on the date of the Customer's signature or Service delivery, whichever comes last, and continues until the last day of the Commitment Term unless previously terminated in accordance with this Agreement. The Agreement shall thereafter be deemed to be renewed for another similar terms of the Commitment Term. Either party may notify the other of its intention not to renew the Agreement for no specific reason at least sixty (60) calendar days prior to the expiry of the Commitment Term or any renewed term(s).

1.9 Suspension of Service

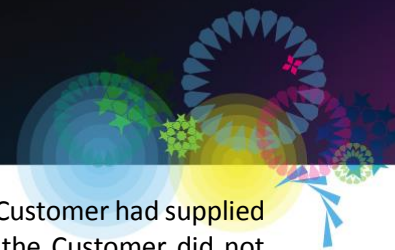
The Company may suspend the Service, completely or temporarily in any of the following events:

- 1.9.1 Temporarily suspend the Service when there is an alteration or maintenance in the Service, provided that the Customer is notified prior to such suspension, and the Service is reconnected as soon as possible without payment of any reconnection fees.
- 1.9.2 Temporarily suspend the Service upon mutual agreement between the two parties provided that the Customer sends a written request to do so and settles all his due financial obligations upon mutual agreement between the parties.
- 1.9.3 Entirely suspend the Service for security and public safety reasons or upon the fraudulent or unethical use of the Service by the Customer.

The Company has the right to suspend the Service entirely or temporarily according to a written request from the Security and Judicial bodies or from the TRA. In such event, the Company shall not be liable to compensate the Customer for any incurred damages resulting from such suspension.

1.10 Termination of Agreement

- 1.10.1 The Company may terminate this Agreement at any time without notifying the Customer, in any of the following events:
 - a) The Customer's liquidation or bankruptcy unless agreed otherwise.
 - b) Liquidation or bankruptcy of the Company or revocation of the Company's license or its successors for any reason.
 - c) The Customer violates any of the terms and conditions herein.
 - d) The Customer fails to pay its due invoices after the lapse of thirty (30) calendar days from the due date in accordance with the payment term in the Proposal.



- 1.10.2 The Company may terminate the Agreement if it discovered that the Customer had supplied it with wrong and/or delusive and/or fraudulent information, and the Customer did not rectify its position within one (1) calendar week from the date of notifying it to do so.
- 1.10.3 The Customer has the right to terminate this Agreement solely provided it informs the Company of its intention sixty (60) calendar days prior of the date of termination, provided that it settles all due financial obligations for the full and remaining term of the Agreement.
- 1.10.4 In all cases suspension, disconnection, termination of this Agreement shall not release the Customer from any of the due amounts under this Agreement.

1.11 Consequences of Termination

In the event that the Customer terminates this Agreement prior to the expiry of the Commitment Term otherwise than due to the default or negligence of the Company, the Customer shall pay on the date of termination either a sum equivalent to the Recurring Charges which would have been payable by the Customer to the Company had this Agreement lasted for the full Commitment Term or such other sum as may be agreed between the parties in writing.

1.12 Changes in Laws and Regulations

In the event new laws or regulations are enforced in the Kingdom of Bahrain, where the Company is obliged to amend the Services, products, Equipment or registration process provided herein or the terms and conditions of this Agreement, the Customer undertakes that it shall comply with the required changes.

1.13 Notices

- 1.13.1 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been duly given if left at or sent by registered post (whether by letter or, where the parties agree, by magnetic tape or any other form), facsimile transmission (confirmed by letter sent by registered post) or, where the parties expressly agree, by electronic mail, to the other party's registered office or any other address notified in writing by the other party as an address to which notices, invoices and other documents may be sent.
- 1.13.2 Any such communication shall be deemed to have been made to the other party on the day on which such communication ought to have been received in due course of registered post or facsimile transmission. Any communication by electronic mail shall be deemed to have been made on the day on which the communication is first stored in the other party's electronic mail box.



1.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain. All disputes arising out of this Agreement shall first be dealt with in the spirit of reconciliation. In case such reconciliation efforts fail, the same shall be resolved through the Courts of the Kingdom of Bahrain.

1.15 Dispute Resolution

In the event of any complaint or dispute arising out of this Agreement, including but not limited to Service provisioning, Customer shall communicate immediately with the Company designated Business Support on the below contact information. In case the complaint or dispute is not resolved within sixty (60) calendar days of receipt of written notice of the complaint or dispute by Customer (or such longer time as mutually agreed between the parties) to negotiate in good faith in an effort to settle such complaint or dispute, Customer may refer the matter to the TRA for resolution. Each party will continue to fulfill its lawful obligations under this Agreement pending any complaint or dispute resolution. The Company and the Customer acknowledge that the TRA has the right to review any dispute arising between the Company and the Customer if no settlement has been reached between them within sixty (60) Calendar Days from the date of submitting the complaint to the Company pursuant to Article 55 & 56 of the Bahraini Telecommunication Law. The Customer has the right to communicate with the TRA or the Company through:-

Telecommunications Regulatory Authority

Telephone: 81188

Fax: +97317532523

E-mail: consumer@tra.org.bh

Zain Bahrain BSC

Telephone: +97336107007

Fax: + 97336107104

E-mail: Business_support@bh.zain.com



2 Service Level Agreement

2.1 Introduction

This Service Level Agreement (SLA) describes the team effort and the co-operation required between the Company and the Customer. The main body of this SLA provides information on processes, procedures and response times for the Company's products and services.

This document sets out the specifications and parameters for standard Last-mile access service.

2.2 Duration

This SLA shall be effective from the date the Service is activated. It shall apply to all Services listed in the attached Annexes but shall only be effective for all Services from the date of its signature by the last Party to sign hereon. It shall continue for the period set out in the Service Order form or any other named document, and shall be automatically renewed on annual basis unless terminated by either Party in accordance with the relevant Service terms and conditions.

2.3 Service Delivery Lead Time

The Company will quote a lead time in a pre-order quotation based on the earliest date. The quoted lead-time is subject to access and bandwidth availability.

2.4 Service Delivery Acceptance

The service shall be handed over to the Customer upon successful completion of an end-to-end test. The Customer shall be asked to sign a service acceptance form. If no confirmation is received from the Customer within the agreed period, the Company shall deem it accepted by the Customer.

2.5 Service Initiation Date

The Company agrees to provide the Customer with a date for initiation of service explained in following sections. This date is termed the "Agreed Service Delivery Date" (ASDD).



2.6 Service Availability

Transmission Links shall have a target availability of:

On-Net Availability
99.9%

The Service Availability Level (Standard Scheme) is calculated as follows:

$$\frac{(\text{Number of minutes in a calendar year} - \text{Number of minutes of Outages in a calendar year}) \times 100\%}{\text{Number of minutes in a calendar year}}$$

*Calendar year = 365 days

The following events or circumstances are not considered to constitute Service unavailability or a fault:

- 2.6.1 Scheduled upgrade, repair or replacement of network equipment. 72-hour notice of scheduled work will be provided to the customer wherever possible or practicable.
- 2.6.2 Any matters beyond the Company's reasonable control (force majeure);
- 2.6.3 Faults caused by any act or omission, negligence, damage or mis-operation of the Service on the part of the customer;
- 2.6.4 Inability to gain access to customer's Premises;
- 2.6.5 Operation of the Service, Equipment and /or Goods within the manufacturer's specifications, including inter-manufacturer operability problems and / or issues arising through the use or upgrade of manufacturer-provided software problems on the part of the customer;

2.7 Service Availability "SA" Rebate Scheme

In the event that the Company fails to meet the Service Availability Level in a calendar year, the customer shall be entitled to claim a credit in accordance with the table below:

Percentage of Availability	Cumulative down-time	Credit
99.9% <= SA	Less than or equal to 8h 46mins	0%
99.9% > SA >= 99.5%	8h 46mins – 43h 48mins	3%
99.5% > SA >= 99.0%	43h 48mins – 87h 36mins	5%
99.0% > SA	More than 87h 36mins	8%

*Maximum reimbursement credit is 8%



2.8 Service Redundancy

The service would either has a single path, redundant path or protected hardware. Service redundancy details will be mentioned within the Service Order Form and/or the Technical proposal submitted by the Company.

2.9 Maintenance (Scheduled & Critical)

Scheduled Maintenance: Scheduled (non-emergency) maintenance shall mean any maintenance at the Company’s hub to which the customer’s circuit is connected. Scheduled Maintenance will be performed between the hours of 2:00 AM to 8:00 AM local time. Normal maintenance includes (1) upgrades of hardware and software; (2) upgrades to capacity; (3) network activity that may degrade the quality of service or cause service interruptions.

The Customer shall receive reasonable and timely notification from the Company by email of scheduled interruptions to any Service for maintenance or any other works (including but not limited to measurements, outage fixing and upgrades of technical equipment) (“Scheduled Maintenance”), such notification period will be at least 48 hours.

Critical Maintenance: Critical maintenance may be performed at any time to correct network conditions that require immediate attention. Critical maintenance is performed at the discretion of the Company and may degrade or disrupt service. All reasonable business efforts will be attempted to notify the customer’s designated point of contact as is reasonably practicable under the circumstance.

2.10 Mean Time To Repair (MTTR)

The Mean Time to Restore (MTTR) is the maximum Time of Restore in which a single Fault has to be resolved.

Time of Restore starts with the report of the Fault by the Customer and ends with closure of the Trouble Ticket in agreement with Customer

The Company will use its reasonable endeavors to ensure the following Mean Time to Restore for customer’s service due to network outages other than exclusions:

Priority	MTTR
Critical	6 h or less
Major	8 h or less
Minor	12 h or less

*If the Company fails to restore the service within 48 hours from the Official response of the Company, the Customer will be entitled to a service rebate of “One” week free of charge at the end of the contract duration. The Company has the right to challenge with evidence and respond to the customer within thirty days (30 days).



2.11 Network Packet Delivery

The Company guarantees that the backbone network packet loss will not exceed a monthly average of 1% across the Company’s Network (or a successful delivery of greater than 99% of the packets) during any calendar month. “Packet Loss” is defined as the percentage of packets that are dropped between any two of the Company designated hub routers that are part of the Company’s Network. Core Network Packet Loss is measured by averaging sample measurements taken throughout the calendar month.

2.12 Network Latency

The Company’s local IP/MPLS backbone network is guaranteed to have an average round trip packet transit time over a calendar month of **20ms** or less. The average latency is measured as the average of 5-minute samples across the Company IP backbone network taken throughout the month. The Company Latency guarantee does not include the customer Premise Equipment, customer’s Local Area Network (LAN), scheduled maintenance events; customer caused outages/ disruptions or interconnection connectivity within other Service Providers.

2.13 Right to modify

The Company shall have the right to modify any of the terms and conditions of this SLA with customer consent.

2.14 Fault Priorities

Faults are assigned a priority (Type of Fault) based on criteria given in the table below. The Type of Fault assigned to a Fault defines lead-time for the Fault management processes.

The criteria for this determination are as follows:

Priority (Type of Fault)	Criteria
Priority 1 (Critical)	Total loss of service (Indicates that the customer is completely down)
Priority 2 (Major)	Degraded service (indicate service degradation)
Priority 3 (Minor)	Non service affecting (Indicates No loss of functionality – Minimal Service Impact)



2.15 Escalation Procedures

Escalation Level	Contact
1	<p align="center">Business Support Team</p> <p align="center">Tel: +973-36107007</p> <p align="center">E-Mail : BUSINESS_SUPPORT@bh.zain.com</p>
2	<p align="center">Business Support Team Leader Sayed Mohammed Majeed</p> <p align="center">Mobile: +973-36030529</p> <p align="center">E-Mail: Mohamed.Majeed@bh.zain.com</p> <p align="center">Corporate Sales Manager Yazan Zaytoon</p> <p align="center">Mobile: +973-36030668</p>
3	<p align="center">Customer Care Director Abdulla Salmeen</p> <p align="center">Mobile: +973-36030225</p> <p align="center">E-Mail: Abdulla.Salmeen@bh.zain.com</p>

Customer can escalate to the concerned commercial team at all levels and in parallel with the technical escalation process



2.16 SLA Terms & Conditions

- ✓ The duration of the year is taken as 365 Calendar days.
- ✓ Failure to meet the Service Availability will not cause service rebates of more than the mentioned credit amount.
- ✓ The Company shall be responsible for providing service availability reports for the customer within five (5) working Days from the date of the request by the customer.
- ✓ In case of a credit note is issued by the Company based on the Rebate scheme, the Company will discount the credited amount from the next invoice.

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