

**SERVICE SCHEDULE
FOR GLOBAL ZONE SLA**

This document sets out the specifications and parameters applicable for Global Zone Services and should be signed in conjunction with the General Terms and Conditions for Global Zone Services and the relevant Service Schedules (collectively, the “**Agreement**”). The SLA guarantees Customer Credit in case Batelco does not perform in accordance with the Service Performance Targets defined herein. This document supersedes all previous SLAs issued by Batelco.

1. DEFINITIONS

In this schedule, words and phrases not otherwise defined below shall have the meaning given to them in the Agreement.

Available or **Availability** means the uptime of the Service calculated on a monthly basis, expressed as a formula set out in this SLA, which Batelco guarantees that the Services will be available to Customer;

Service Credit(s) means an amount which will be credited against the Charges payable by the Customer for the Service if Batelco fails to meet the SLA formulas set out in this Schedule;

Service Performance Targets means the service levels set out below forming a part of the Service Level Agreement;

SMC means Batelco’s Service Management Centre;

Target Service Commencement Date means the target date that Batelco and Customer agree the requested Service(s) to be delivered by Batelco;

Unavailability means any outage in the Service due to unscheduled service outage, including but not limited to Emergency Outage. The measurement of unavailability commences when the Customer reports a Fault to Batelco.

Workaround means a temporary repair, neutralization of a fault, modification, alteration, enhancement or replacement to the Service(s) made by Batelco pursuant to an Incident which enables the Customer to use the Service(s) in accordance with the specification prior to full correction.

2. TARGET SERVICE COMMENCEMENT DATE

- 2.1. Other than where a delay of the Service Commencement Date (“**SCD**”) is agreed by the Parties or is caused by Customer or is caused by a Force Majeure Event, Batelco shall deliver each Service as from the SCD to Customer.
- 2.2. **Target SCD Service Credit.** Subject to clause 7. of this SLA, and to the extent Batelco fails to meet the agreed SCD for the Service

requested, Batelco shall grant the Customer Service Credit calculated as follows:

Number of Working Days by which the Target SCD is exceeded	Service Credits as % of Non-Recurring Charge of affected Service
1 - 4 days	25%
5 – 10 days	50%
11 – 15 days	75%
More than 15 days	100%

- 2.3. For the avoidance of doubt, the Service Credits available pursuant to clause 2.2 of this SLA only apply to the original Target SCD. If a Customer requests a change to the Service Commencement Date during the implementation of a Service, then the Service Credits shall commence once again only upon Batelco’s acceptance of the revised Target SCD and/or Service Order Form.

3. AVAILABILITY CALCULATION

- 3.1. **Availability Calculation** Service Availability is calculated according to the following formula. Reference to hours are to the number of hours (rounded up to the nearest hour) in the applicable monthly period:

$$\text{Availability} = \left(\frac{\text{Total Hours} - \text{Total Hours Unavailable}}{\text{Total Hours in the Month}} \right) \times 100$$

- 3.2. All periods of Unavailability must be verified by Batelco. The Customer shall notify Batelco’s SMC of any faults through raising a ticket with the SMC. The period of Unavailability is measured from Customer’s notification to Batelco’s SMC of the incident to the time the Unavailability has been remedied as confirmed by Batelco.

4. SLA FOR GZ-XC SERVICE

- 4.1. Batelco will restore a failed Cross Connect within 8 (eight) hours from receipt of the Fault reported by the Customer to the SMC.
- 4.2. **GZ-XC Service Performance Target.** Batelco guarantees that the Availability of GZ-XC Service shall be:

GZ-XC Availability	99.99%
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This is met by achieving less than fifty two (52) minutes of Unavailability over a twelve (12) month period.

- 4.3. GZ-XC Service is considered Unavailable when the passive physical media that Batelco uses for the GZ-XCs fails and the endpoints of the GZ-XC are not able to maintain a communication connection due to the failure of the physical media.
- 4.4. **GZ-XC Service Credit.** Subject to Clause 10, if GZ-XC Availability falls below the Service Performance Target, Customer will be entitled to a Service Credit equal to a percentage of the Rental Charges of the GZ-XC directly affected by the Fault. Service Credit in any given month for GZ-XC Services will be limited to 100% of Rental Charges of the GZ-XC Service in the relevant month.

Availability	Unavailability in a Month hh:mm	Service Credits as % of Rental Charge of affected Service
99.98%	00:05 – 00:09	25%
99.97%	00:10 – 00:13	50%
99.96%	00:14 – 00:18	75%
99.95%	00:19 – above	100%

5. SLA FOR GZ-COLO

5.1. Power

- 5.1.1. **Power Service Performance Target.** Batelco guarantees that the Availability of Power shall be:

Power Availability	99.99%
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This is met by achieving less than five (5) minutes of Unavailability per Rack over a twelve (12) month period.

- 5.1.2. Power is considered Unavailable when a functioning cabinet experiences a simultaneous interruption in both power circuits such that the cabinet experiences an interruption in electrical power.
- 5.1.3. **Power Service Credit.** Subject to clause 10, if Power Unavailability falls

below the Service Performance Target, Customer will be entitled to a Service credit equal to a percentage of the Rental Charges of GZ-Colo. Service Credit in any given month for GZ-Colo Services will be limited to 100% of Rental Charges of the GZ-Colo Service in the relevant month.

Power Service Credit	1 (one) week of MRC
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5.2. Temperature and Humidity

- 5.2.1. **Temperature and Humidity Service Performance Target.** Batelco guarantees that the Availability of Temperature and Humidity shall be:

Temperature and Humidity Availability	99.99%
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This is met by achieving less than fifty two (52) minutes of Unavailability per Rack over a twelve (12) month period.

- 5.2.2. Temperature and Humidity are considered Unavailable when the temperature drops below 64.4 F (18 C) or exceeds 80.6 F (27 C).

- 5.2.3. **Temperature and Humidity Service Credit.** Subject to clause 10, if Temperature and Humidity Unavailability falls below the Service Performance Target for more than 30 consecutive minutes per occasion, Customer will be entitled to a Service credit equal to a percentage of the Rental Charges of GZ-Colo. Service Credit in any given month for GZ-Colo Services will be limited to 100% of Rental Charges of the GZ-Colo Service in the relevant month.

Temperature and Humidity Service Credit	1 (one) week of MRC
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- 5.3. Parties acknowledge that Temperature and Humidity is a critical variable, which can be influenced by changes to the infrastructure and layout. Therefore Parties agree that optimizing airflow and cooling is a mutual responsibility. The availability of sufficient cooling capacity in terms of kW is the sole responsibility of Batelco.

- 5.4. Batelco measures Temperature and Humidity Unavailability between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a Rack.

6. FAULT MANAGEMENT

- 6.1. Customer shall report all operational issues and Faults directly to SMC. Customer may contact Batelco SMC 24x7 as follows:

Contact	(+973)17881888
E-mail	Customer.services@Globalzone.bh

- 6.1.1. Upon reporting such Fault or suspected Fault, the Customer shall provide SMC with the following details:

- a) the Batelco reference number allocated to the Customer in relation to a specific Order for the Service(s) affected;
- b) description of the Fault;
- c) details of any tests carried out in attempting to isolate the problem;
- d) availability of the access to the Allocated Space;
- e) whether affected Services can be taken out of service for testing if necessary; and
- f) the name and contact details of the person reporting the Fault.

- 6.1.2. Batelco may, in its absolute discretion request any additional information from the Customer for the purpose of rectifying and/or remedying a Fault in accordance with the terms of this Service Level Agreement.

- 6.2. **Closure of Fault Reports.** Fault reported by the Customer will only be closed with the agreement of the Customer. If no response is received from the Customer within two (2) Working Days, Batelco shall automatically close the Fault report and such closure shall be deemed accepted by the Customer. For the avoidance of doubt, the two (2) Working Days referred to in this Section shall not be considered forming a part of an outage for the purpose of calculating any applicable Service Credits for Unavailability.

7. SERVICE CREDIT CONDITIONS

- 7.1. Service Credits will only be payable if the Customer:
- a) logs a trouble ticket with Batelco's SMC; and
 - b) is fully compliant with all the terms of the Agreement; and
 - c) has paid all outstanding Charges in full to Batelco to the date the Service Credit is due.

8. SERVICE CREDITS CLAIMS PROCESS

- 8.1. The Customer must request Service Credits ("**Service Credit Request**") by contacting the designated account manager, giving details of the Fault to which the Service Credits relate. If the Customer fails to make such a request within thirty (30) calendar days after the end of the calendar month in which the Fault that gives rise to the Service Credits occurred, the Customer shall be deemed to have waived:
- a) all applicable Service Credits for that calendar month (and Batelco will not be liable for such Service Credits); and
 - b) any claims that it may have in relation to such Faults.

9. SERVICE CREDIT PAYMENT

- 9.1. If the Customer is entitled to receive Service Credits on more than one (1) Service Performance Targets, due to the same Fault, the Customer will only be entitled to receive the largest possible Service Credit that it would otherwise be entitled to receive under a single Service Performance Target.
- 9.2. Service Credits are calculated after deduction of all discounts and other special pricing arrangements, and will not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than Rental Charges for the Service.
- 9.3. The Customer must claim any Service Credit in writing within thirty (30) Calendar Days from the date of Fault reporting with SMC. Should Batelco require additional information from the Customer, the Customer shall not be able to claim any Service Credits until Batelco has received all information it reasonably requests.

- 9.4. Service Credits will be calculated monthly, aggregated and reflected towards the total Rental Charge on the Customer's second invoice following the billing month in which the service-affecting event occurs. The Service Credits provided pursuant to this SLA are Customer's sole and exclusive remedies for all matters related to the Service Performance Targets guaranteed in this SLA.
- 9.5. Where a monthly review period of applicable Service Credits incorporates part of a month, any Service Credit will apply to a pro-rated Rental Charge.
- 9.6. Any Service Credits accrued but remaining unused after termination of the applicable Service may only be applied to charges accruing to the affected Service or new purchases of Global Zone Services. All unused Service Credits will expire the earlier of twelve (12) months after their accrual or upon the expiration or termination of the last Service Order with Batelco. Termination of a Service Order, the Service Schedule or the Standard Terms due to Customer's nonpayment or other breach will immediately void all accrued, but unused Service Credits.

- purposes of investigating or rectifying any Fault;
- e) any unauthorized acts, fraudulent or unlawful use of the Service(s).
 - f) any fault or negligence of the Customer, its employees, agents, contractors or vendors;
 - g) a Fault in, or any other problem associated with, Customer Equipment, including but not limited to the Temperature and Humidity inside the individual Customer Equipment;
 - h) a Fault caused by changes to the layout by the Customer that were not submitted to Batelco for advice regarding airflow and cooling before implementation of such change; and
 - i) Changes to a Service Order where such changes are initiated at Customer's request.

10. SERVICE CREDIT EXCLUSIONS

- 10.1. Service Credits will not be payable by Batelco to Customer in relation to Service Performance Targets set out in this Service Level Agreement caused by any of the following:
- a) Customer's failure to comply with and/or perform its obligations under the Agreement;
 - b) reasons of Force Majeure Event (as defined in the General Terms);
 - c) any outage, unavailability or other degradation of the Service which is associated with or caused by a Planned Outage or Emergency Outage (which are not otherwise due to the fault or negligence of Batelco);
 - d) failure of Customer equipment, facilities or applications beyond the Service Demarcations defined in the relevant Service Schedule(s);
 - d) failure or delay of the Customer to give Batelco access to its Allocated Space for the