



# center3

## center3

Reference Offer  
(RO)

### Document History & Version Control Record

|                                |                                                                                         |
|--------------------------------|-----------------------------------------------------------------------------------------|
| <b>Name of document</b>        | center3's Reference Offer (RO)                                                          |
| <b>Author</b>                  |                                                                                         |
| <b>Authorised Officer</b>      |                                                                                         |
| <b>Description of document</b> | Contains the Reference Offers of the products and services provided by <b>center3</b> . |



|             |     |
|-------------|-----|
| Approval by | CST |
|-------------|-----|

| Version No. | Version Date | Authorised Officer | Amendment Details                                  |
|-------------|--------------|--------------------|----------------------------------------------------|
| 1.0         | July, 2024   |                    | 1 <sup>st</sup> Draft                              |
| 2.0         | Dec. 2024    |                    | Updated copy based on Public Consultation comments |

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## 2. Introduction

center3 is a leading telecommunications provider, distinguished by its world-class data centers designed to support the most demanding IT operations. Our state-of-the-art data centers offer unparalleled reliability, security, and scalability, ensuring optimal performance for businesses of all sizes. In addition to our robust data center solutions, center3 provides advanced international connectivity services that guarantee high-capacity and dependable data transmission. center3 provides dynamic internet exchange points in multiple locations, enhancing interconnectivity and driving efficiency across various networks. center3's comprehensive suite of services and customer-centric approach make us a trusted partner in the telecommunications market, empowering businesses to achieve their digital transformation goals.

center3 is committed to maintaining carrier neutrality in its data centers. We allow for interconnection with a variety of national and international carriers, ensuring cost efficiency, diversity, and resilience for our clients. This approach allows for unbiased and flexible connectivity options, catering to the diverse needs of our customers.

## 3. Framework Agreement

### 3.1 Preamble

- 3.1.1 The Reference Offer (RO) agreement outlines the terms and conditions under which center3 provides its telecommunications services. This agreement is structured to



- ensure transparency, fairness, and adherence to regulatory standards set by the Communications, Space & Technology Commission (CST).
- 3.1.2 By submitting a request for services under this Reference Offer (RO), including Data Centers, Subsea Services, and Internet Exchange Points (IXP), the Other Licensed Operator (OLO) confirms that it is duly authorized to enter into agreements in accordance with the relevant regulations of the Communications, Space & Technology Commission (CST).
- 3.1.3 center3 and the Other Licensed Operator (OLO) agree to take all necessary measures to ensure effective communication and coordination between their respective operations including and not limited to:
- Official email communication
  - Customer Support contact
  - Online customer portal
  - Escalation Matrix provided.
- 3.1.4 Take all reasonable steps to ensure the prompt and efficient operation of the Data Centers, Subsea Services, and Internet Exchange Points (IXP) as set out under this RO.
- 3.1.5 Cooperate to avoid additional cost attribution to other products and services.

## 4. Definitions

**Annual Recurring Charges (ARC):** The yearly fee payable by the customer for the ongoing provision of services.

**Amendment:** A formal change or addition to the Reference Offer (RO) document, which may include updates, corrections, or enhancements to the terms, conditions, services, or pricing.

**Backhaul:** The intermediate links between the core network and the small subnetworks at the edge of the entire hierarchical network.

**Billing Period:** The time interval for which billing calculations are made. This period is used to determine the charges for services provided during a time frame.

**Cable Landing Station (CLS):** A facility where a submarine cable makes landfall and connects to the terrestrial network.

**Carrier Neutrality:** A characteristic of a data center where multiple telecommunication carriers have equal access to the facility for the provision of their services.

**Confidential Information:** Any and all information, whether oral, written, or in any other form, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Reference Offer (RO), which is designated as confidential, or that a reasonable person would understand to be confidential or proprietary in nature.

**center3:** Digital Centers for Data and Communications company, The telecommunications provider offering the products and services outlined in this Reference Offer.

**CST:** Communications, Space & Technology Commission, The regulatory authority of the telecommunications, space, and technology sectors within the Kingdom of Saudi Arabia.

**Colocation:** The placement of multiple equipment's in a single location, often within a data center.

**Cross-Connect:** A physical cable connection within a data center that links different networks or services.



**Customer:** Any entity or person that purchases or subscribes to the services provided by center3.

**Data Center:** A facility used to house computer systems and associated components, such as telecommunications and storage systems.

**Dense Wavelength Division Multiplexing (DWDM):** A technology that increases bandwidth by allowing different data streams to be transmitted simultaneously over a single optical fiber.

**Internet Exchange Point (IXP):** A physical infrastructure through which Internet service providers (ISPs) and content delivery networks (CDNs) exchange Internet traffic between their networks.

**Indefeasible Right of Use (IRU):** A permanent contractual agreement that provides the right to use a specific amount of bandwidth or a portion of the capacity of a telecommunications infrastructure.

**Mean Time to Repair (MTTR):** The average time required to repair a failed component or device.

**Monthly Recurring Charges (MRC):** The regular monthly fee payable by the customer for the continuous provision of services. This fee is typically billed on a monthly basis and covers the cost of maintaining and operating the subscribed services.

**Non-Recurring Charges (NRC):** A one-time fee payable by the customer for the initial setup or installation of services.

**OLO (Other Licensed/Local Operator):** Any telecommunications operator licensed to provide services and interconnect with center3's network.

**Point-to-Point Private Line:** A dedicated communication link between two geographically dispersed points.

**Reference Offer (RO):** A formal document issued by center3 that outlines the terms, conditions, and pricing under which it provides its telecommunications services, including Data Centers, Subsea Services, and Internet Exchange Points (IXP). The RO serves as a guideline for agreements between center3 and Other Licensed Operators (OLOs), ensuring compliance with regulatory requirements set by the Communications, Space & Technology Commission (CST).

**Resolution Time:** The period from when an issue, complaint, or service disruption is reported to the service provider until the issue is fully resolved and the affected service is restored to its normal operational state. Resolution time includes diagnosis, troubleshooting, and implementation of corrective actions, as agreed upon in the service-level agreement (SLA)

**Service Level Agreement (SLA):** A formal agreement between center3 and the customer detailing the expected level of service performance and the remedies available if these levels are not met.

**Subsea Capacity:** The bandwidth and data transmission capabilities provided by submarine cable networks.

**Value Added Tax (VAT):** A consumption tax levied on the value added to goods and services at each stage of production or distribution.

**Version Control:** The tracking of changes to the Reference Offer (RO) document, ensuring that each version is uniquely identified & archived.

## 5. Amendment and Version Control

- All amendments to this Reference Offer (RO) document must be approved by the authorized officer at center3.



- Any amendments shall be communicated to CST to get approved for publishing.
- The current version of the RO document shall be made available to all customers and stakeholders through the center3 website or upon request.
- This RO shall become effective upon approval by the CST and shall remain in effect with respect to the relevant services until approval of a new version by the Commission.
- Amendments and supplements to this RO may be implemented with approval of CST.
- The following table shall be included in the RO document to track its history and amendments:

| Version No. | Version Date | Amendment Details                                           |
|-------------|--------------|-------------------------------------------------------------|
| 1.0         | July, 2024   | First published version                                     |
| 2.1         | Dec. 2024    | Updated copy referenced to the Public Consultation feedback |

This Amendment and Version Control section ensures that the RO document remains current, accurate, and transparent, providing a clear process for managing changes and maintaining regulatory compliance.

## 6. Confidentiality and Non-Disclosure

The Parties agree to maintain the confidentiality of all information designated as confidential or reasonably understood to be confidential ("Confidential Information") provided by the Disclosing Party during the negotiation, execution, and duration of the Interconnection Agreement. Confidential Information shall not be disclosed to any third party without prior written consent from the Disclosing Party, except as required by the laws and regulations of the Kingdom of Saudi Arabia.

The Receiving Party shall treat Confidential Information with the highest degree of care, at least equivalent to the standard a reasonable person would apply to their own confidential information, and ensure its protection against unauthorized access, use, or disclosure.

This obligation of confidentiality shall survive the termination or expiration of this Agreement and remain in effect for a period of [specify duration, e.g., five (5) years] following such termination, or as otherwise mandated by applicable Saudi law.

Details of confidentiality measures, including any permitted disclosures or handling of information, shall be agreed upon during the contractual phase between center3 and the Other Licensed Operators (OLOs) for each specific service provided. All terms shall comply with the laws and regulatory requirements of the Kingdom of Saudi Arabia, including but not limited to the Personal Data Protection Law (PDPL) and any other relevant legislation.



## **7. Legal Rights, Protections and Liabilities**

No Party shall be liable to the other for any interruption, disruption, or degradation of services, including but not limited to Subsea Services, Data Center Services, or Internet Exchange Points (IXP), or for any loss or damages incurred or sustained as a result of any failure or breakdown of communication facilities, equipment, or infrastructure. The Parties acknowledge that they have no control over how foreign administrations, third-party carriers, or other external entities establish and enforce their own rules, conditions, or operational standards related to international telecommunications services. Consequently, neither Party shall be liable to the other or to the subscribers/end users of the respective Party for any loss or damage arising from failures or breakdowns associated with the provision of these services.

Each Party is responsible for the safe operation and maintenance of its network and facilities. Both Parties shall take all reasonable and necessary measures in their operations, implementation, and maintenance of the agreements under this Reference Offer (RO) to ensure that their networks and services do not:

- a) Endanger the safety or health of employees, contractors, agents, customers of the other party, or the general public; or
- b) Damage, interfere with, or cause any deterioration in the operation of the other party's network, services, or equipment.

Neither center3 nor the other Party shall connect, or knowingly permit the connection to its network or facilities of any equipment or apparatus, including, but not limited to, any terminal equipment, that is not approved by the Communications, Space & Technology Commission (CST) in accordance with applicable regulations and standards. Both Parties must ensure that all connected equipment meets the required safety and technical standards to prevent any risk to network stability, security, or performance.

Amendments and supplements to this RO may be implemented with the approval of CST. center3 and the other Party shall ensure that any modifications or updates to this Reference Offer are communicated and enforced in compliance with the applicable regulatory framework established by CST. Amendments and supplements to this RO may be implemented with approval of CST.

The total liability of either Party for any claims, losses, damages, or liabilities arising out of or in connection with this RO, whether in contract, tort, or otherwise, shall be determined and mutually agreed upon during the contractual phase on a case-by-case basis for each specific service provided under the RO. This liability cap shall consider the nature of the services and associated risks.

## **8. Safety and System Protection**

Each Party shall take all reasonable and necessary steps in its operations and during the implementation of an Interconnection Agreement to ensure that its Network does not endanger the safety or health of employees, contractors, agents, or subscribers/end users of the other Party; or damage, interfere with, or cause any deterioration in the operation of the other Party's Network.



## **9. Governing Law, Dispute Resolution and Arbitration**

- 9.1** In the event of a dispute or difference arising between the Parties related to the provision of Data Centers, Subsea Services, or Internet Exchange Points (IXP) under this RO, the Parties shall meet within 10 (ten) working days of receiving written notice of the dispute or difference from either Party to the other to negotiate in good faith in an effort to settle such dispute or difference. The Parties shall use their best endeavors to settle or resolve the dispute or difference as expeditiously as possible, but in any event within a period of 60 days from the commencement of good faith negotiations.
- 9.2** The Parties may refer their dispute or difference to arbitration by three arbitrators. The arbitration should take place in the Kingdom and the Arbitration Regulations shall apply.
- 9.3** This RO, its interpretation, validity, and performance shall be governed in all respects by the laws of the Kingdom of Saudi Arabia and the Parties submit to the exclusive jurisdiction of the

## **10. Force Majeure, Waiver, and Assignment**

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control including acts of God, earthquake, actions of governmental entities, industry wide shortages of supplies related to scope of the provided services or riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.

## **11. Billing and Payment**

- 11.1** The Billing Party shall process the relevant information to produce billing reports for the services provided in this RO.
- 11.2** All invoices issued under this RO are payable within 30 days from the date of issuance. The Customer must ensure that full payment is made within this period to avoid any penalties or disruptions to the services provided by center3. Failure to remit payment within the specified 30-day period may result in the suspension of services or additional late payment charges as outlined in this RO.
- 11.3** The Billing Period for services shall be the actual month, commencing at 00:00 hours on the first calendar day and ending at 24:00 hours on the last calendar day of the same month.
- 11.4** Calculation of 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 Monthly Recurring Charges. Where the Service is measured in only part of a Billing Month (due to the date when the Service commences or ends not being the first day of a Billing Month), any Service Credit applicable will be calculated with reference to the prorated Monthly Recurring Charge payable for such part Billing Month.
- 11.5** Billing reconciliation will be processed within 15 working days from the end of the Billing Period. The Billed Party shall check for discrepancies by comparing the counterpart data recorded for the same Billing Period.



- 11.6** The parties shall collaborate in good faith during the reconciliation process, exchanging detailed information if necessary. The reconciliation must be finalized within three months from the request date. If unresolved, the matter shall follow the formal dispute resolution process.
- 11.7** Invoices shall be issued on a predetermined monthly date provided by center3. This date will be specified in the service agreement and may be subject to adjustment with mutual consent. The Billing Party will ensure that invoices are delivered promptly and accurately on the agreed date each month, facilitating timely review and payment by the Billed Party.
- 11.8** Invoices, including those based on estimated information, shall be dated as of their physical delivery date and accepted in both electronic and paper forms.
- 11.9** When in paper form, two copies shall be issued. The Billed Party shall acknowledge receipt electronically or by signing and dating one hard copy as proof of delivery.
- 11.10** Invoices shall be payable by the Due Date unless a reconciliation process is pending. In such cases, the disputed amount will be split 50%-50% between the Parties, with the remaining balance due by the Due Date.
- 11.11** The Billed Party can raise a dispute within two weeks of receiving the invoice. Billing disputes shall be resolved according to the formal dispute resolution process outlined in the agreement.

## **12. Services Provided and Definitions**

center3 offers a comprehensive suite of advanced telecommunications services under this Reference Offer (RO), designed to meet the diverse needs of Other Licensed Operators (OLOs).

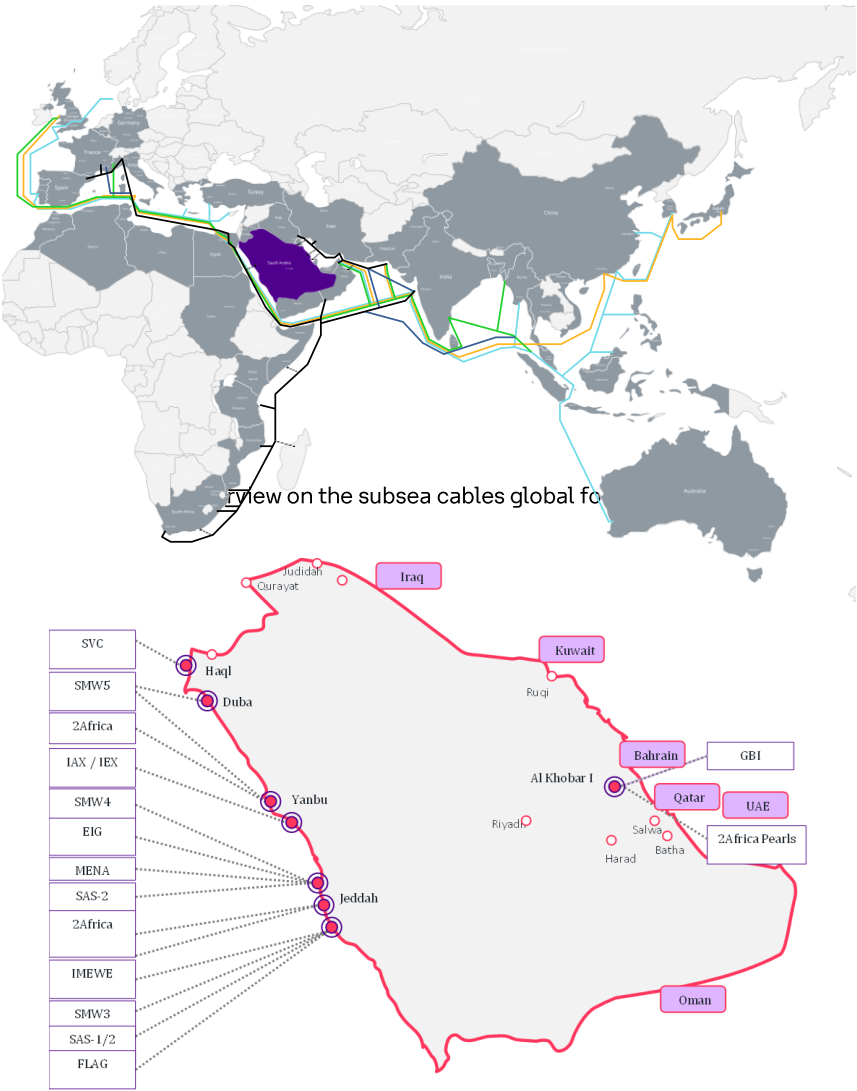
The services covered in this RO include Subsea Services, Data Center (DC) Colocation, and Internet Exchange Points (IXP). Each service is tailored to provide high-performance, reliable, and scalable solutions that support the growing demands of the digital economy.

- **Subsea Services:** center3's Subsea Services provide robust and high-capacity data transmission capabilities across international borders through our state-of-the-art submarine cable networks. These services are critical for ensuring seamless global connectivity, offering OLOs access to dedicated and scalable bandwidth with unparalleled reliability and security.
- **Data Center (DC) Colocation:** center3 operates world-class data centers that provide secure, resilient, and scalable colocation solutions. Our data centers are equipped with the required infrastructure, including redundant power supplies, advanced cooling systems, and comprehensive security measures, ensuring optimal performance and uptime for colocated equipment.
- **Internet Exchange Points (IXP):** center3's IXPs facilitate efficient and low-latency data exchange between Internet Service Providers (ISPs), Content Delivery Networks (CDNs), and other network operators. These strategically located exchange points enhance network performance, reduce transit costs, and improve the overall user experience by enabling direct interconnections.

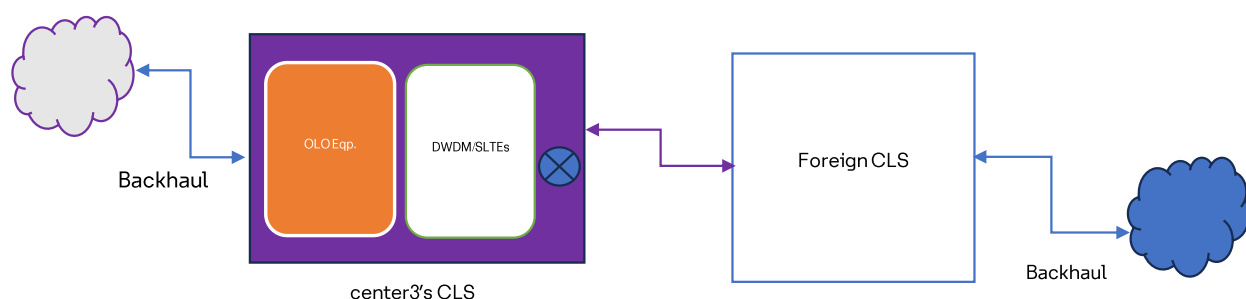
This section provides detailed definitions and service schedules for each of the services offered under this RO, outlining the terms, conditions, and technical specifications associated with Subsea Services, Data Center Colocation, and Internet Exchange Points.



12.1 Schedule [1A] Subsea Capacity Service



Overview on the subsea center3's CLSs



Overview on the connectivity via CLSs

## Subsea Capacity Services Definition

Subsea Capacity Service is a point-to-point private line to communicate between two Cable Landing Stations (CLSs) that are geographically dispersed globally. Subsea Capacity enhance global data connectivity by leveraging advanced subsea cable networks. It provides robust and high-speed data transmission capabilities that span across continents, ensuring seamless and reliable internet and communication services. By utilizing cutting-edge fiber-optic technology and dense wavelength division multiplexing (DWDM), it maximizes bandwidth efficiency and capacity, catering to the ever-growing demands of data-intensive applications. This service is crucial for customers that require high-performance connectivity for their international operations, cloud services, and digital communications. Additionally, Center3's subsea capacity service emphasizes security, redundancy, and continuous monitoring to ensure optimal performance and resilience against disruptions, making it a pivotal component of the global telecommunications infrastructure.

center3's Subsea service destinations are categorized into five (5) groups as follows:

- **Group 1:** West Countries
- **Group 2:** East & Far East Countries
- **Group 3:** GCC Countries
- **Group 4:** Africa
- **Group 5:** KSA domestic subsea

### 12.1.1 Subsea Capacity Service Pricing

The prices cover different circuits subject to feasibility with a two-step pricing structure:

- Annual rental charges (ARC).
- IRU Charges.



| Group 1   West Countries <small>Refer Note</small> |           |             |             |
|----------------------------------------------------|-----------|-------------|-------------|
| Capacity                                           | NRC       | Annual Rate | IRU Rate    |
| 1G/1GE                                             | SAR 18750 | SAR 111942  | SAR 335826  |
| 10G/10GE                                           | SAR 37500 | SAR 516316  | SAR 1548949 |
| 100G/100GE                                         | SAR 93750 | SAR 1194750 | SAR 3584250 |

| Group 2   East & Far East <small>Refer Note</small> |           |             |             |
|-----------------------------------------------------|-----------|-------------|-------------|
| Capacity                                            | NRC       | Annual Rate | IRU Rate    |
| 1G/1GE                                              | SAR 18750 | SAR 124380  | SAR 497520  |
| 10G/10GE                                            | SAR 37500 | SAR 558180  | SAR 1953630 |
| 100G/100GE                                          | SAR 93750 | SAR 1327500 | SAR 3982500 |

| Group 3   GCC <small>Refer Note</small> |           |                                  |                                  |
|-----------------------------------------|-----------|----------------------------------|----------------------------------|
| Capacity                                | NRC       | Annual Rate                      | IRU Rate                         |
| 1G/1GE                                  | SAR 18750 | SAR <del>303,264</del> 336960    | SAR <del>909,792</del> 1010880   |
| 10G/10GE                                | SAR 37500 | SAR <del>758,160</del> 842400    | SAR <del>2,274,480</del> 2527200 |
| 100G/100GE                              | SAR 93750 | SAR <del>1,895,400</del> 2106000 | SAR <del>5,686,200</del> 6318000 |

| Group 4   Africa <small>Refer Note</small> |           |             |             |
|--------------------------------------------|-----------|-------------|-------------|
| Capacity                                   | NRC       | Annual Rate | IRU Rate    |
| 1G/1GE                                     | SAR 18750 | SAR 421200  | SAR 1263600 |
| 10G/10GE                                   | SAR 37500 | SAR 1053000 | SAR 3159000 |
| 100G/100GE                                 | SAR 93750 | SAR 2632500 | SAR 7897500 |

| Group 5   KSA <small>Refer Note</small> |           |             |             |
|-----------------------------------------|-----------|-------------|-------------|
| Capacity                                | NRC       | Annual Rate | IRU Rate    |
| 1G/1GE                                  | SAR 18750 | SAR 151200  | SAR 453600  |
| 10G/10GE                                | SAR 37500 | SAR 378000  | SAR 1134000 |
| 100G/100GE                              | SAR 93750 | SAR 945000  | SAR 2835000 |

#### Notes

<sup>1</sup> All prices are from center3 CLS in KSA to CLS in destination country depending on the Subsea Cable termination.

<sup>2</sup> KSA Landing: Jeddah, Yanbu, Haql, Al Khobar

<sup>3</sup> Europe Landing: Milan, Genoa, Catania, Marseille, Savana\*, Mazara, Crete\*, Athens\*

<sup>4</sup> East Landing: India, Singapore

<sup>5</sup> GCC Landing: Kuwait\*, Iraq\*, Bahrain\*, Qatar\*, UAE\*, Oman

<sup>6</sup> Africa Landing: Dwynefontein\*, Amanzimtoti\*, Mombasa\*, Mogadishu\*, Djibouti, Port Sudan\*



<sup>7</sup> Value Added Tax (VAT) which will be invoiced in addition to the OLO.

<sup>8</sup> For IRU, the payment should be upfront and there is 4 % for O&M applied annually.

<sup>9</sup> IRU duration is 15 years. Any change in the duration will be priced on case-to-case basis.

<sup>10</sup> Bespoke pricing for any other capacity requested than what is mentioned above.

<sup>11</sup> Any connection from the Cable Landing Station (CLS) to the other operator's location, whether it's within the country (national) or outside the country (international), will have additional charges and it will be in addition to the price offered as above.

<sup>12</sup> Group 5 is provided over SVC cable on Jeddah, Yanbu and Haql CLSs.

<sup>13</sup> If the CLS is collocated in a DC, an additional backhaul charges will be applied.

<sup>14</sup> CLS with (\*) are under deployment locations.

## 12.2 Subsea Capacity Restoration

Subsea Capacity Restoration Service is a product where center3 can provide a restoration of capacity to another cable system subject to feasibility in the event of a major failure. The service is ad-hoc in nature & is provided for short duration of time. The provisioning of the service requires manual intervention to move the circuit from one cable system to another in the same Cable Landing Station.

The prices cover different circuits subject to feasibility:

- Setup Charges
- Monthly rental charges.

| Subsea Restoration <sup>1</sup> |               |                  |
|---------------------------------|---------------|------------------|
| Capacity                        | Setup Charges | Monthly Rental   |
| 1G/1GE                          | SAR 18750     | Existing MRC X 3 |
| 10G/10GE                        | SAR 37500     | Existing MRC X 3 |
| 100G/100GE                      | SAR 56250     | Existing MRC X 3 |

<sup>1</sup> Value Added Tax (VAT) which will be invoiced in addition to the OLO.

<sup>2</sup> the restoration service is subjected to feasibility on monthly base and charges.

<sup>3</sup> the MRC value is based on each Group reference prices.

## 12.3 Dark Fiber Services on Subsea Cables

### Service Overview:

center3 provides Dark Fiber (DF) services on its subsea cables, offering a customizable solution for customers who require unlit fiber optic cables. This service allows customers to have complete control over their data transmission, including the choice of transmission equipment following the below configurations.:

- 1 Fiber Pair
- 1/2 Fiber Pair
- 1/4 Fiber Pair



The sales of this service are subject to the consortium agreement, cable technical planning, and the availability of pairs for the requested destinations.

| Subsea DF prices |         |         |
|------------------|---------|---------|
| 1 FP             | ½ FP    | ¼ FP    |
| Bespoke          | Bespoke | Bespoke |

## 12.4 [1A] Service Level Agreement (SLA)

| KPI                                                         | SLA Target                |
|-------------------------------------------------------------|---------------------------|
| Service Availability – Unprotected circuit                  | 99.5% (on a month period) |
| Service Availability – Protected circuit with diverse route | 99.9% (on a month period) |
| Help Desk                                                   | 24X7                      |

| Mean Time to Repair         | Major                                     | Major               | Minor                 |
|-----------------------------|-------------------------------------------|---------------------|-----------------------|
| Severity                    | Service Unavailability                    | Service Degradation | Non-service Affecting |
| Target per Severity (hours) | 6                                         | 8                   | 12                    |
| Remedy                      | Offered as SLO only without any penalties |                     |                       |

| Credit calculation | Service Credits for breach of SLA targets                                                                                        |            |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------|------------|
| Calculation        | (Billing cycle) availability rate = ((Total minutes per month – Unavailable minutes per month) / Total minutes per month) * 100% |            |
| Remedy             | Network Availability                                                                                                             | Credits    |
|                    | Between 0.05%-3% below target                                                                                                    | 3% of MRC  |
|                    | 3%-10% below target                                                                                                              | 10% of MRC |
|                    | >10%- 20% below target                                                                                                           | 20% of MRC |
|                    | >20% below target                                                                                                                | 30% of MRC |



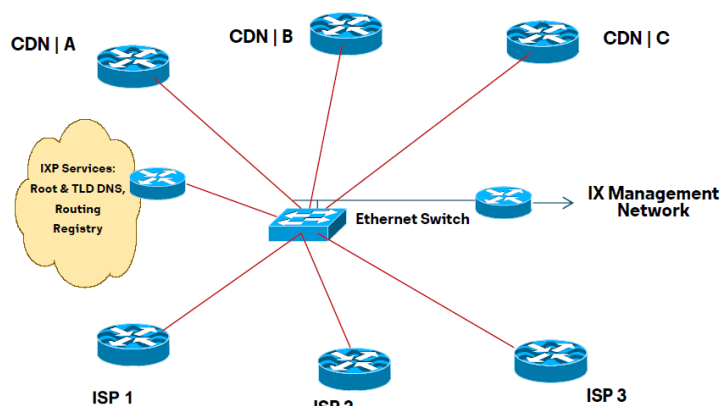
KPIs subjected to credit.



## 13. Schedule [1B] Internet Exchange Service (IXP)

### Internet Exchange Definitions:

center3's Internet Exchange Services (center3 IX) offers a robust platform for seamless data traffic exchange between Internet service providers (ISPs/OLOs), content delivery networks (CDNs), and large enterprises. By facilitating direct interconnections, these services significantly enhance network performance, reduce latency, and lower bandwidth costs. center3's strategically located to ensure high-speed, reliable connectivity, enabling efficient data transfer and improved end-user experiences. The service is backed by state-of-the-art infrastructure, advanced security measures, and 24/7 monitoring, ensuring optimal performance and security. center3's Internet Exchange Services empower customers to enhance their network efficiency, scalability, and resilience, making them ideal for supporting critical digital operations in a highly interconnected world.



**center3 Internet Exchange**

### 13.1 Internet Exchange Pricing:

The prices cover different circuits subject to feasibility with a two-step pricing structure:

- Non-Recurring Charges (NRC).
- Annual Recurring Charges (ARC).

| center3 IX |                  |                  |
|------------|------------------|------------------|
| Capacity   | NRC <sup>1</sup> | ARC <sup>1</sup> |
| 1GE        | SAR 2825         | SAR 38250        |
| 10GE       | SAR 8500         | SAR 168750       |
| 100GE      | SAR 37500        | SAR 670500       |

<sup>1</sup> Value Added Tax (VAT) will be invoiced in addition to the OLO.



## 13.2 [1B] Service Level Agreement (SLA)

| KPI                                              | SLA Target                 |
|--------------------------------------------------|----------------------------|
| Service Availability – single link - normal site | 99.75% (on a month period) |
| Help Desk                                        | 24X7                       |

| Mean Time to Repair         | Major                                     | Major               | Minor                 |
|-----------------------------|-------------------------------------------|---------------------|-----------------------|
| Severity                    | Service Unavailability                    | Service Degradation | Non-service Affecting |
| Target per Severity (hours) | 8                                         | 10                  | 36                    |
| Remedy                      | Offered as SLO only without any penalties |                     |                       |

| Credit calculation | Service Credits for breach of SLA targets                                                                                                                     |         |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Calculation        | (Billing cycle) availability rate = ((Total number of queries dropped – Number of Queries Dropped within planned maintenance)/ Total minutes per month))*100% |         |
| Remedy             | Network Availability                                                                                                                                          | Credits |
|                    | 99.75% or greater                                                                                                                                             | 0       |
|                    | 99.75% to 99.5%                                                                                                                                               | 2       |
|                    | 99.5% to 99.3%                                                                                                                                                | 4       |
|                    | Less than 99.3%                                                                                                                                               | 5       |



KPIs subjected to credit.

## 14. Schedule [1C] Data Center (DC) Colo for Telecommunication equipment's

### Service Definition

The Data Center service outlined in this document is designed to support colocation for telecommunications services between two OLOs. This service includes the provision of space within the Data Centers, where providers can securely house their telecommunications equipment for the purpose mentioned above.

| Service Name                                 | Definition                                                                                                                                                                                                                                                                               |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data Center (DC) Collocation Services</b> | center3's Data Center collocation solutions offer equipment and physical co-location in Data Centers that provide full RACK with a default power of 4 kW, <del>with a default</del> , and the option of additional power up to 4 kW for full RACK and up. center3's Data Centers operate |



|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>under world-class standards and procedures, with best practices having been adopted. center3's operations and support team is comprised of highly skilled network and security engineers proactively ensuring guaranteed service delivery. center3 Data Center provides state-of-the-art fully redundant secure infrastructure available 24x7x365 with dual UPS, dual generator, dual air-conditioning system and security and video monitoring. center3's Data Center colocation solutions offers key benefits such as:</p> <ul style="list-style-type: none"><li>• Power Topology:<ul style="list-style-type: none"><li>➢ Dual Power Feeds from Service Provider</li><li>➢ Uninterrupted Power Supply</li><li>➢ Backup Generators</li><li>➢ Dual Power Distribution</li></ul></li><li>• Security Control:<ul style="list-style-type: none"><li>➢ Fire Prevention System</li><li>➢ Supervision &amp; Monitoring System</li><li>➢ Access Control</li></ul></li><li>• Environmental:<ul style="list-style-type: none"><li>➢ Hot / Cold Aisle Chiller System</li><li>➢ Humidity Control</li><li>➢ Solid Floor (main Nuzlah DC)</li></ul></li><li>• Telecom Infrastructure<ul style="list-style-type: none"><li>➢ Redundant Connections to the Internet &amp; MPLS Network</li></ul></li><li>• Standard offering of center3 includes:<ul style="list-style-type: none"><li>➢ 1x Rack 1200mm*800mm with accessories, 48 RU.</li><li>➢ 3 x environmental sensors.</li><li>➢ 4KW Contracted Power.</li><li>➢ 12 + 12 multi-mode Fiber.</li><li>➢ 6 + 6 UTP Copper.</li><li>➢ 2 x Smart PDUs.</li></ul></li><li>• Colocation incident management severity definitions:<ul style="list-style-type: none"><li>➢ <b>Critical:</b> The customer is experiencing an outage of recipient equipment or a connection that is interrupting the Customer's or Company's business function due to a failure in the power, cooling, or cabling systems beyond the demarcation points in the power, cooling, or cabling infrastructure of the data center.</li><li>➢ <b>High:</b> The customer is experiencing a reduced Power redundancy or a high temperature/humidity alarm.</li><li>➢ <b>Medium:</b> These are for faults mostly related to non-urgent electrical, cooling, or cabling system repairs (non-civil in nature) in the provided DC Environment that have no immediate impact on the recipient equipment systems performance.</li></ul></li></ul> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | ➤ <b>Low:</b> All other service requests or complaints not impacting as above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Data Center Cross Connect</b>  | center3 will provide a comprehensive solution to its Data Center Collocated customers named as Cross Connect. This service will allow a physical cables network to the customers to easily make direct connections between two different termination locations within center3 Data Center. center3 Cross Connect service will provide access to a dynamic ecosystem of customer networks, facilitating traffic exchange, reinforcing network resiliency, and enabling disaster recovery. This service does not provide data center to data center connectivity |
| <b>Hands &amp; Eyes (H&amp;E)</b> | Hands & Eyes Service is a managed datacenter colocation service designed to provide clients with onsite technical assistance within their collocated cabinet and may include:<br><br>complying with client instructions relating to remote management (usually provided in the form of a Mop – simple step-by-step Method-of Procedure) ■ troubleshooting or replacing defective equipment within a colocation datacentre facility, under client's instructions                                                                                                |

## 14.1 Set-up Charge

| Service                                                                                                | Tier 3 Charge       | Tier 4 Charge       |
|--------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| <b>Colocation Services</b>                                                                             | SAR 10000/Rack      | SAR 15000/Rack      |
| <b>Cross-Connect Service</b>                                                                           | SAR 3750/Connection | SAR 3750/Connection |
| <b>H&amp;E fees are initially charged to</b>                                                           | SAR 1125            | SAR 1125            |
| <b>Additional H&amp;E time is rounded upwards by half (1/2) hourly intervals for worktime utilized</b> | SAR 565             | SAR 565             |

## 14.2 Annual Rental

| Service                                     | Tier 3 Rate                        | Tier 4 Rate                        |
|---------------------------------------------|------------------------------------|------------------------------------|
| <b>Data Center (DC) Colocation Services</b> | SAR 135000/Rack                    | SAR 157500/Rack                    |
|                                             | SAR 12150/ Additional Power Per KW | SAR 14850/ Additional Power Per KW |
| <b>Cross-Connect</b>                        | SAR 12600 Per Connection           | SAR 12600 Per Connection           |



### 14.3 Data Center (DC) Colocation services volume discount

| 10-20 Racks | 21 – 100 Racks | 100+ Racks |
|-------------|----------------|------------|
| 5%          | 10%            | 15%        |

**Notes:**

- The minimum denominator for the Colocation is a Single Rack.
- On demand charging items like: DC power /AC power – office space – storage data – Caging)
- Full Rack maximum power 8kW. (Default is 4KW)
- Discount is not applicable for additional price/Kw
- If the total requested power per Data Hall exceeds the 600Kw the pricing will be bespoke.

<sup>1</sup> All DC services will be applied to all center3's commercial DCs subject to technical availability and feasibility.

<sup>2</sup> DC services falling outside the scope provided will be tailored on a bespoke basis to meet specific customer needs

### 14.4 [1C] Service Level Agreement (SLA)

| KPI                                   |            | SLA Target     |          |                                                                                                                 |         |
|---------------------------------------|------------|----------------|----------|-----------------------------------------------------------------------------------------------------------------|---------|
| Power Availability                    |            | 99.99%         |          |                                                                                                                 |         |
| Data Centre Temperature (Cold Aisles) |            | 18°C to 27°C   |          |                                                                                                                 |         |
| Humidity                              |            | 20-80% rh      |          |                                                                                                                 |         |
| Security                              |            | 24x7           |          |                                                                                                                 |         |
| Help desk                             |            | 24x7           |          |                                                                                                                 |         |
| Incident Management                   |            | Severity Level |          |                                                                                                                 |         |
|                                       |            | Critical       | High     | Medium                                                                                                          | Low     |
| Service Help Desk                     | Provider   | 24/7           |          |                                                                                                                 |         |
| Response Time                         |            | 5 Min.         | 5 Min.   | 10 Min.                                                                                                         | 30 Min. |
| Restoration Time                      |            | 1 Hrs.         | 3 Hrs.   | 8 Hrs.                                                                                                          | 36 Hrs. |
| Final Time                            | Resolution | 4 Hrs.         | 8 Hrs.   | 12 Hrs.                                                                                                         | 48 Hrs. |
| Progress Interval                     | Update     | 15 Min.        | 30 Mins. | 1 Hr.                                                                                                           | 6 Hrs.  |
| Incident Time                         | Report     | 72 Hrs.        | 96 Hrs.  |  KPIs subjected to credit. |         |

#### Service Credits for breach of SLA targets



|                                                                             |                                                                                                                                        |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Failure to resolve a Critical priority incident within the SLA time period. | 0.138% of the MRC (pro-rated to the impacted parts of the service only) for every hour beyond the SLA resolution time until resolved.  |
| Failure to resolve a High priority incident within the SLA time period.     | 0.0138% of the MRC (pro-rated to the impacted parts of the service only) for every hour beyond the SLA resolution time until resolved. |
| Failure to resolve a Medium priority incident within the SLA time period.   | Zero                                                                                                                                   |
| Failure to resolve a Low priority incident within the SLA time period.      | Zero                                                                                                                                   |

## 15. Operating Procedures

This section outlines the standard operating procedures (SOPs) that govern the day-to-day operations of the services provided under this Reference Offer (RO), including Data Centers, Subsea Services, and Internet Exchange Points (IXP). These procedures ensure that both center3 and the Other Licensed Operator (OLO) maintain a consistent and efficient approach to managing their services.

### 15.1 General Procedures

- **Service Activation:** center3 will share the required details to activate each requested service, including necessary documentation, verification processes, and timelines.
- **Maintenance Windows:** center3 will share and specifies the regular maintenance windows, how they are communicated, and any expected impact on services.
- **Service Requests:** center3 will be submitting, tracking, and fulfilling service requests, including upgrades, changes, and new service activation.

### 15.2 Incident Management

- **Incident Reporting:** center3 operations will be reporting incidents, including required information, reporting channels, and response timelines.
- **Incident Response:** center3 operations team will be responding to incidents following the operations processes and provided SLAs.

### 15.3 Termination of Services

Either party must provide a written notice of no less than 60 days prior to the intended termination date. This notice period shall be binding unless otherwise specified in the applicable customer contract, ensuring that termination aligns with any relevant contractual obligations agreed upon with the customer.