عمانتل
Omantel

Mr. Ahmed Mohamed Al Harthy
Vice Chairman
Mahd Satellite Services LLC ("Mahd")
P.O. BOX 130, Postal Code 58,
Ghala Al Sanaiah/Boushar/Muscat
Sultanate of Oman

Our Ref. and Date: OT/ WBU / VP / 04 / 2020, 29.01.2020

Subject: Mutually Agreed Changes in the New Access and Interconnection Agreement between Omantel and Mahd

After Compliments,

This is in reference to the New Access and Interconnection Agreement ("Agreement") signed between Omantel and Mahd on the 29th of October 2019.

Omantel and Mahd ("the Parties") wish to have this side letter to mutually agree to the terms and conditions for Omantel providing a customized Ethernet point to point connectivity ("the Service") between Mahd's hub station (Point A) and various end-user locations (Point B).

1 Ordering the Service

(A) This is will follow the same setup in the Agreement Annex H (Ordering Delivery and Fault Handling).

(B) The agreed charges, Points A and B and the bandwidth are mentioned below under Section 3 (Service Charges).

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2 Contract Term and Termination of Service

(A) The effective date of this side letter is the date of the TRA approval.

(B) The initial Contract Term of the Service is one (1) year. For the avoidance of doubt, the Contract Term of one (1) year shall apply on each order and shall start from Mahd's Acceptance of the Service as explained in Clause (F) under this section.

(C) Termination of the Service by Mahd before the expiration of the Contract Term is subject to Early Termination Charges equal to the cumulative charges of the remaining period of the Contract Term. For example, if the Contract Term is one (1) year, and the Service is terminated after three (3) months from accepted service delivery, Mahd shall pay Omantel an amount equal to the total remaining payments of nine (9) months as Early Termination Charges.

(D) A downgrade or cessation can only be effective after the initial Contract Term (i.e. one year) and subject to Mahd submitting a notice of cancellation at least three (3) months before the end of the current Contract Term.

(E) The Service will be renewed automatically for the same Contract Term after the expiry of the current Contract Term unless Mahd submits a notice of cancellation at least three (3) months before the end of the current Contract Term.

(F) The service is payable after Mahd's acceptance of the Service. The acceptance period is five (5) calendar days from the date of the delivery of the Service to Mahd. If no written confirmation is received from Mahd after the fifth day, the Service shall be considered accepted by default.

(G) Further expansions or upgrades can only be accepted after a feasibility study. Mahd needs to inform Omantel well in advance if further upgrades are needed.

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3 Service Charges

(A) The Parties have agreed to the charges corresponding to this specific Service based on the bandwidth.

Service Bandwidth (Mbps)	Non-Recurring Charges (OMR)	Monthly Recurring Charges (OMR) for 1 year Commitment
5	130	821
6	130	870
7	130	917
8	130	968
9	130	1,019
10	130	1,082
12	130	1,130
14	130	1,185
16	130	1,215
20	130	1,275
24	130	1,335
30	344	1,450
40	344	1,620

(B) Omantel confirms that the same charges shall be provided to any other eligible Requesting Party provided that the same terms and conditions are accepted by the Requesting Party.

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(C) In the case of Mahd missing to pay an invoice by the due date, the same process shall be followed as stipulated in the approved Agreement Annex B (Billing and Payment).

In view of the above, we seek your confirmation and counter signing of this letter in order to proceed with obtaining the approval of the TRA.

SIGNED for and on behalf of **Omantel**:

Sohail Qadir,

Vice President, Wholesale Business Unit

Oman Telecommunications Company SAOG

SIGNED for and on behalf of **Mahd**

Ahmed Mohamed Al Harthy,

Vice Chairman

Mahd Satellite Services LLC

YL /AK / MZ

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PO Box 789, PC 112 Ruwi, Sultanate of Oman
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omantel.om

Access and Interconnection Agreement

Main Agreement

THIS AGREEMENT is made on 29/10/2019

between

Oman Telecommunications Company (S.A.O.G.)

incorporated as per the Laws of the Sultanate of Oman, bearing Cr. No. 1/64074/7, having its registered office at P.O. Box 789, Ruwi 112, Sultanate of Oman

(hereinafter referred to as "Omantel" or "Providing Party")

and

MAHD SATELLITE SERVICES LLC

incorporated as per the Laws of the Sultanate of Oman, bearing Cr. No. [1298793]

having its registered office at P.O Box 130, Ghala Al Sanaiah, Bousher, Sultanate of Oman

(hereinafter referred to as "Operator" or "Requesting Party")

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1 Introduction

1.1 This Access and Interconnection Agreement (hereinafter referred to as the "Agreement") governs Access and Interconnection services which Omantel offers to a Requesting Party in compliance to Access and Interconnect Regulations issued by Telecom Regulatory Authority (TRA) on April 17, 2016 (the "A&I Regulations").

1.2 This Agreement, and its annexes (together, the "Agreement") constitute the terms of contract between Providing Party and Requesting Party for Interconnection and Access services (the "Services").

1.3 This Agreement shall continue and any set-up fees already paid by the Requesting Party shall be considered under this Agreement. The guarantees shall be revised as per this new Agreement and any additional amount shall be paid as per this Agreement.

1.4 Services already provided shall continue to be provided in accordance with the provisions of the new Agreement, which must be concluded within 2 months of the approval of this RAIO as per Article 41 of the A&I Regulation.

1.5 Existing orders for RAIO services shall be migrated and shall be treated as received under the new Agreement, subject to any changes to terms and conditions that follow from the approved RAIO. The Requesting Party shall be entitled to cancel such orders – without any penalty – if the new terms and conditions are substantially different from those at the time the order was placed.

1.6 The prices set out in the approved RAIO shall apply from the date that the new agreement is entered into.

2 Preamble

WHEREAS

2.1 The Requesting Party is in possession of a Class I license to install and operate international public telecommunications system and services pursuant to the provisions of the Royal Decree No (20/2011);[1]

2.2 Omantel is in possession of Class I Fixed and Mobile Licenses pursuant to the provisions of the Royal Decree No. (20/2004) and in accordance with the Act;

2.3 This Agreement shall be governed by the provisions of the Telecom Act (hereinafter referred to as the "Act"), Telecom Executive Regulations (hereinafter referred to as the "Executive Regulation") issued by Resolution No. (144/2008), A & I Regulations, Omantel's Reference Access and Interconnection offer (hereinafter referred to as the "RAIO") and any amendments thereto and such other regulations in force in Oman (collectively the "Regulations")

2.4 In the event of a conflict between the text of the RAIO and the Act or any other Decision, Regulation, Guideline, Directive issued by the Authority, the latter shall prevail.

2.5 Pursuant to the Regulations, the Parties are entitled to certain Services in accordance to the provisions of the RAIO. The Parties acknowledge and agree that the written approval of the Telecommunication Regulatory Authority of the Sultanate of Oman (hereinafter referred to as the "TRA)" is required and is a condition precedent for the enforceability and validity of this Agreement; Omantel has agreed to provide certain Services to the Requesting Party, as defined below, in accordance with the principles set out in the Regulations The services shall be provided on the terms and conditions as provided for in this Agreement;

2.6 This Agreement recognises the necessity of effective telecommunication in the provision of quality telecommunications services to the Parties' respective customers;

2.7 This Agreement governs the relationship and understanding between the Parties regarding the access to Omantel's network and interconnection between the Parties networks;

2.8 ``**THE PARTIES HEREBY AGREE AS FOLLOWS:**

[1] the Requesting Party shall provide its licence details to Omantel

3 Definitions and Interpretations

3.1 In this Agreement, except if the context requires otherwise, words, terms and expressions shall have the meanings given to them in Annex L.

3.2 References to Acts, Royal Decrees, Regulation, Ministerial Decisions and other legislation of any type shall include amendments thereto from time to time, re-enactment and any sub-ordinate legislation thereunder made from time to time.

3.3 Terms which are not defined in Annex L shall have the meanings given to those terms in the Act, Regulation or any regulations, decisions or other similar legislation or decisions issued by the TRA or the Ministry of Transport and Communications pursuant to the Regulation.

4 Commencement and Duration

4.1 The Agreement once signed between the parties shall be notified to the Authority by Omantel for its approval in accordance with Articles 33-35 of the A&I Regulation. The Authority will review the A&I agreement within forty-five (45) days of its receipt, and it shall only come into force from the day following the approval date.

4.2 This Agreement shall continue in form and effect for an indefinite period of time unless terminated as per its terms and conditions and in compliance with the Regulations.

5 Access & Interconnection Services

5.1 Access and Interconnection is made available to the Requesting Party at Points of Access and Points of Interconnection (hereinafter referred to as a "POI") which are defined in Annex C and Sub Annexes thereto. The Parties agree that the technical standards which shall apply are those set out in Annex E and the Parties shall comply with such standards.

5.2 The POI shall be the point at which the networks of the Parties connect and shall be a physical point where interface testing can be done, as indicated in Annex D. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the POI to such Party's Network in order to meet the agreed forecasts in Annex F. Each Party shall be wholly responsible for the operation and maintenance of the relevant transmission medium in each case.

5.3 Annex C, including its Sub Annexes, provides details of the Services to be provided by Omantel. Annex C also includes supporting services that the Operator can order.

5.4 Requesting Party shall procure Services by submitting a Request or an Order in accordance with the agreed process established under this Agreement (Annex H), which sets out the Service requested and information reasonably necessary for Omantel to provide that Service, including term of the Service, volume requirements, technical and logistical specifications, and geographic scope and such other necessary details. Acceptance of such Request or Order by Omantel and provision of the Services is subject to submission of accurate information by Requesting Party, compliance with this Agreement and Regulations and will be confirmed in the Delivery Order Offer.

5.5 Reciprocity in the provision of the services shall be applicable between the Parties, if such reciprocity request is consistent with the Regulations and is necessary for the provision of the service. For the avoidance of doubt, such reciprocity in terms of services to be provided does not also mean reciprocity of terms and prices. Where necessary, prices and terms and conditions for the provision of the service by the Requesting Party shall be agreed between the Parties in writing.

5.6 The Parties mutually reserve the right to an option to negotiate the rates in order to agree upon a different basis for charging to that set out in the pricing schedules of Annex M. The agreed rates shall be subject to the TRA approval. If, however, such agreement is not reached between the Parties, the said pricing schedules shall apply.

6 Charging for Interconnect & Access Services

6.1 The Requesting Party shall pay to the other Party the charges for the applicable Services specified in and pursuant to Annex B and Annex M hereof.

6.2 No charges shall be payable under this Agreement unless such charges are referred to herein and are compliant with the relevant regulations. In the event of any changes in such charges, these changes shall only apply if they are made in accordance with this Agreement and the relevant laws and further they shall not apply retrospectively. However, the Prices can be charged retrospectively in some cases where: (i) Omantel is passing on directly to the Requesting Party a charge levied by a third party, such as any governmental tax levies or fees, provided that these are directly related and applicable to the service provided to the Requesting Party. Any such changes shall also be made within a maximum of 60 days from the date at which the change in the third party charge came into effect, and or. (ii) The Parties shall abide by mandatory directives of the TRA as provided for by applicable Omani law and furthermore shall abide by any judgment delivered by a court of competent jurisdiction.

7 Financial Security

7.1 It is a condition precedent to providing any service under this Agreement that the Requesting Party shall provide to Omantel such financial security in the form of a bank or other guarantee acceptable in the Sultanate for commercial transactions as against the Requesting Party's failure to pay the invoices, unless otherwise agreed by Omantel in writing. Omantel may, at any time during the term of this Agreement, require the Requesting Party to provide further security in accordance with Annex N.

7.2 In accordance with Clause 7.1 above, the Requesting Party shall provide a bank guarantee for each Service as per Annex N (Credit Assessment). However, the Requesting Party may, if it so wishes, offer a single bank guarantee for all the services being provided to it.

7.3 Only after the bank guarantee, as per the amount defined in Annex N (Credit Assessment), has been issued and handed over to Omantel, Omantel will enable the ordered Service.

7.4 Requesting Party's refusal to provide such security, if applicable, or failure to provide such security if applicable within thirty (30) days (or such longer period as Omantel may reasonably allow) from the date of Omantel's request shall result:

7.4.1 Omantel -in case of new service- will not provide the requested service to the Requesting Party.

7.4.2 Omantel -in case of the existing services- shall deem the Requesting Party to be in breach of the existing Agreement and Omantel shall have the right to suspend the Service in accordance with Clause Annex 17 of the Main Agreement.

For the avoidance of doubt, where more than one security is provided or the security in question relates to a specific service or order, the failure or refusal to provide the security or updated security shall only affect that service or order that is affected by the breach to supply the specific Security.

8 Measurement of Traffic

8.1 The Parties shall provide appropriate measurement and recording related to all of the Services to be provided under the terms of this Agreement, including but not limited to measurement of traffic each Party provides to the other as provided for under the terms of this Agreement and for which such Party will be the Billing Party.

8.2 Each Party shall ensure that it records and measures the services to be provided under the terms of this Agreement in sufficient detail to meet its obligations as outlined in Annex B, the applicable Sub Annex of Annex C, and Annex M.

9 Billing and Payment

9.1 Each Party shall issue invoices and pay invoices in accordance with the procedures outlined in Annex B, unless the other party specifies otherwise concerning issuing its invoices and payments procedures. The amounts of all such invoices shall be calculated in accordance with Annexe B and Annex M.

9.2 The Parties shall not engage in any artificial inflation of traffic and will use their reasonable endeavours to detect and identify any artificial inflation of traffic and in particular any resultant distortion of billing which has or may occur and which has been caused by actual or suspected fraudulent actions, artificial inflation of traffic by either of the Parties, or any other similar abuse by a Third Party Operator. The Parties shall share such information with each other and shall further use reasonable efforts to pursue with each other the appropriate actions in order to prevent any such artificial inflation of traffic, distortion of billing and/or fraudulent actions or abuses.

9.3 There shall be no right of set-off with amounts due under this Agreement or between the Parties in respect of any outstanding payments due as between them pursuant to any other agreements.

9.4 No charges shall be payable under this Agreement by one Party to the other unless such charges are specifically referred to in this Agreement or is charged according to the provisions of Annex M, Annex B, the related Sub Annex or otherwise agreed.

9.5 Invoices are due and payable in Omani Rial. Invoices are payable within 30 calendar days from the date of issue of the invoice unless other provisions are agreed as specifically set out in Annexes or Sub Annexes to this Agreement. For the avoidance of doubt, no material deviations from the approved RAIO template shall be permitted, unless Omantel or the Requesting Party has made a justified request to the TRA, and the TRA considers that such deviation is objectively justified under the circumstances and does not constitute an unfair preference or undue discrimination.

9.6 Each Party shall provide to the other, invoices of all amounts due, calculated in accordance with the provisions in Annex B and Annex M, including Sub Annexes hereof, to this Agreement.

9.7 Any Dispute between the Parties concerning billing matters shall be dealt with in accordance to Annex B.

10 System Alteration

10.1 If any Party wishes to make a System Alteration, such Party must ensure that the changes do not inflict or in any way harm or disrupt the Other Party System or have any negative effects on any of the obligations pursuant this Agreement.

10.2 A Party (the "Alteration Requesting Party") wishing to make a System Alteration shall give to the other Party (the "Requested Party") not less than three (3) months written notice prior to the start date for the implementation of the anticipated System Alteration. The notice shall specify the reason for the System Alteration, technical information in sufficient detail to allow the Requested Party to assess the extent of changes to its System and the date of the anticipated implementation.

10.3 The Requested Party shall notify the Alteration Requesting Party as soon as practicable, but in any event not more than one (1) month after receipt of such notice, of any alterations required to that Party's System as a result of the proposed System Alteration and, if the provisions in Clause 10.7 do not apply, a quotation for the cost of such alterations calculated on the basis of the minimum cost consistent with international best practice.

10.4 If the Requesting Party agrees to the alterations required to the Requested Party's System and agrees to the quotation if applicable, the Parties shall agree to a plan within two (2) months of receipt of the notice referred to in Clause 10.2 to implement the System Alteration and the resultant alterations to the Requested Party's System. The System Alteration shall be carried out and the Requested Party shall carry out such alterations to its System in accordance with the agreed plan which shall include any testing that may be necessary.

10.5 If the provisions in Clause 10.7 do not apply, and if the Requesting Party giving the notice pursuant to Clause 10.2 does not agree to the alterations notified to it pursuant to Clause 10.4 and/or the quotation referred to therein, the Requesting Party shall so notify the Requested Party, and the Parties shall treat the matter as a Dispute according to Clause 16 herein. The Requesting Party shall not implement the relevant System Alteration until such Dispute is resolved.

10.6 In the event that Clause 10.4 applies, upon completion of the relevant alteration to the Requested Party's System, the Requested Party shall invoice the Requesting Party for the costs of such alteration for an amount not exceeding the quotation agreed under

Clause 10.3. In any event, such invoice shall be in accordance with the terms of the agreement reached in relation to the relevant alteration pursuant to Clause 10.4.

10.7 Each Party shall pay its own costs arising out of the System Alteration, including all relevant testing and the costs of the alterations to the Requested Party's System, if:

10.7.1 the Parties agree in writing to change their respective Systems for their mutual benefit;

10.7.2 the System Alteration is required by a decision of the TRA pursuant to the powers given to it under the Act, the Regulation which directs each Party to pay its own costs;

10.7.3 the System Alteration is to implement a technical standard generally agreed among operators of Systems or a body which represents the interests of all operators; or

10.7.4 the work resulting from such System Alteration is for testing of any upgrade to the Parties' Systems provided always that the Parties shall have agreed upon the nature and extent of such testing in advance.

11 Network Safety and Protection

11.1 Without prejudice to the set out provisions in the Act, License conditions and the relevant decisions, relevant Authorities arrangement(s) relating to Emergency situations;

11.2 Each Party is responsible for the safe operation of its System and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its System does not:

a) endanger the safety or health of employees, contractors, agents or customers of the other Party; or

b) damage, interfere with or cause any deterioration in the operation of the other Party's Network.

11.3 Neither Party shall connect or knowingly permit the attachment or connection to its System of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the appropriate authorities for attachment or connection to its Network.

11.4 Each party will manage its Network to minimize disruption to Services and in the event of interruption or failure of any Services, will restore those Services as soon as is reasonably practicable.

12 Numbering

12.1 Each Party shall use numbers in accordance with the National Numbering Plan of Oman.

12.2 Calling Line Identification (hereinafter referred to as "CLI") shall be used for presentation purposes in accordance with the CLI Presentation in Annex I. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the relevant data protection legislation in Oman as well as the requirements of individual customers of the Parties.

12.3 The Parties shall endeavour to minimise the number changes in each other's respective Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed CLI Information in order to comply with the related authority requirements within the Sultanate such as for national security, emergency services and for dealing with malicious calls. CLI shall also be provided to meet, where appropriate, customer requests to be provided with CLI related services,

12.4 In order to ensure the timely implementation of Numbers the procedures specified in Sub Annex C-MI 01 and Sub Annex Sub Annex C-FI 01 shall apply and the Parties shall comply with such procedures.

12.5 Number implementation required to activate Customer Number Ranges allocated or amended by TRA shall be chargeable as provided for in Sub Annex C-MI 01 and Sub Annex Sub Annex C-FI 01.

13 Quality of Service (Qos)

Without prejudice to the provisions set out in the Act, License conditions and the relevant decisions, and relevant Authorities arrangement(s) relating to QoS:

13.1 Each Party undertakes that the quality of the services that it provides to the other Party pursuant to this Agreement shall comply with the quality standards stated in applicable recommendations in Oman, ETSI and the ITU (the "Quality of Service Standards") and those set out in Annexes H and E.

13.2 Each Party shall provide to the other Party the same level of quality of service provided to its own customers in its own Network and shall further comply with any directions given by the TRA. Higher QoS can be provided if agreed by both parties.

13.3 If the quality of service provided by one of the Parties fails to meet the Quality of Service Standards, the other Party may request in writing that action is taken to restore the service quality. If after five (5) working days or any reasonable period of time ,(in case objective reasons exist for which the other party will have to be notified of), no improvement has been made, the other Party may register a dispute according to the procedures in Article 16.

13.4 The Parties hereby agree that it shall provide a level of quality to the other Party's customers that holds the same level of quality standard as when providing services to its own customers.

14 Operation and Maintenance

14.1 Each Party is responsible for the operations and maintenance of its System. The Parties undertake to cooperate and to take any action which is necessary for the purposes of operation and maintenance of system and equipment related to access in accordance with ITU and ETSI recommendations, decisions of the TRA and Annex H.

14.2 Each Party shall keep the other Party informed at all times about planned interruptions, upgrades, and any other planned situation in its System which will affect the exchange of traffic between the Parties. This will include short term very high peaks of traffic resulting from planned "tele-voting" or similar events. This will enable the Parties to take the necessary action to minimise the impact of such situations on its customers

14.3 The names and contact details of the persons of each Party who shall be responsible for actions in relation to the fulfilment obligations of the Parties in relation to operations and maintenance will be set out in Annex K.

14.4 In case of fault in the System of either Party, the Party in whose network the fault occurs shall report the fault to the other Party by telephone call followed by written report dispatched by fax or email. Fault reports shall be submitted irrespective of the hour on any given day throughout any year. Fault reports shall be submitted to the other Party's nominated person in accordance with the details to be provisioned in Annex K.

14.5 The Parties agree that the Parties' nominated managers of this Agreement shall meet monthly to review forecasts, invoices, billing and the provision of the Providing Party Services (each, a "Monthly Review"). The Monthly Review shall be documented in form of minutes of meeting and include a discussion of any faults, planned or unplanned outages or other occurrences on the Providing Party Network or the Requesting Party Network, which had or might be expected to have a material effect upon the Providing Party Services.

15 Provisioning of Information

15.1 Subject to a Party's obligations of confidentiality to Third Parties pursuant to the laws of Oman, and the NDA attached as Annex J of this Agreement, a Party may request ("Receiving Party") and the other Party shall provide ("Disclosing Party") information required for access and interconnection, conveyance of Calls or the provision of Services specified in this Agreement, provided the other Party has the required information and the provision of such information is necessary.

15.2 The Parties shall update such information from time to time.

15.3 Notwithstanding any provision of this Agreement, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party as a matter of Oman law or pursuant to any relevant contractual obligations unless such Third Party consents to such disclosure and such consent is permitted pursuant to such laws or contracts.

15.4 The Disclosing Party will take reasonable steps to ensure that the information disclosed to a Receiving Party is correct to the best of its knowledge, information and belief at the time of provision of such information.

15.5 If a Disclosing Party proposes to provide information to a Receiving Party, the Disclosing Party shall first have obtained the consent of any Third Party to whom/which such information relates and from which/whom the laws of Oman or any relevant contractual obligations require such consent to be obtained. Any such consent and the obtaining of it shall be in accordance with such laws and/or contractual obligations.

15.6 Subject to Article 23 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, by the Disclosing Party or any Third Party at the time when the information was provided, including those relating to confidentiality as pursuant to Article 18.

15.7 The Receiving Party shall solely use the information for the purpose of this Agreement. The Receiving Party shall ensure that such information is kept confidential and that sufficient measures are in place to assure that such disclosed information cannot be accessed by planning teams other than network planning, marketing, and retail functions associated with the Receiving Party.

15.8 Nothing in this Agreement shall require a Party to do anything in breach of any obligation of confidentiality, imposed by the laws of Oman or pursuant to any applicable contractual obligations.

15.9 For the avoidance of doubt nothing in this agreement shall prevent either party from supplying any information to the TRA irrespective of whether the information has been requested by the TRA or is supplied by the Party to the TRA on its own volition.

16 Resolution of Disputes

16.1 In the event of any Dispute arising between the Parties, each Party undertakes to avail of the Level 1 and Level 2 procedures set out in this Clause 16, prior to referring the dispute to the TRA, unless exceptional circumstances exist.

16.2 In the event of a Dispute arising either Party shall notify the other in writing that such a dispute has arisen ("Dispute Notice") giving full particulars of same including (but not limited to) a description of the matter in dispute, all relevant evidence, and any other information which describes the matter in dispute, and the respective positions of the Parties with respect to it.

16.3 Excluding Billing Dispute, which shall be dealt with under Annex B, each Party shall use its best endeavours to resolve any Dispute referred to in Clause 16.1 in the first instance through good faith negotiation between the representatives of the Parties mentioned in Annex K to whom all notices under this Agreement are to be sent (hereinafter referred to as "Level 1 Procedure").

16.4 In the event of the Parties failing to resolve the Dispute in accordance with Level 1 Procedure within 2 weeks from the date of the Dispute Notice, either Party shall have a right to serve a further notice on the other Party (the "Second Dispute Notice") requiring that the persons as defined in Annex K hereof shall undertake further good faith negotiations to resolve the Dispute ("Level 2 Procedure"). The Party serving the Second Dispute Notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute. Immediately upon service of the Second Dispute Notice, the persons defined in Annex K shall negotiate with each other in good faith to resolve the Dispute.

16.5 If the endeavours of the Parties to resolve the Dispute in accordance with Level 2 Procedure are not successful within 2 weeks of the service of the Second Dispute Notice both Parties may agree to resolve the dispute through mediation. If either party objects to mediator or the mediation panel's recommendations, then the matter will be referred to the TRA

16.6 The time limits specified in this Clause 16 may be extended by mutual agreement between the Parties.

16.7 The above procedures are without prejudice to any other rights and remedies that may be available to the Parties in respect of any breach of any provision of this Agreement.

16.8 Nothing herein contained shall prevent a Party from:

16.8.1 Seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief;

16.8.2 Escalating the matter to the TRA outside the Level 1 and or Level 2 procedures where special circumstances exist that objectively justify the referring the matter to the TRA as a matter of urgency, subject to serving notice to the other Party stating the reasons for such escalation;

16.8.3 Seeking to shorten the timescales where special circumstances exist that objectively justify the timescales specified to be shortened subject to serving notice to the other Party stating the reasons why the timescales must be shortened. The Party seeking to shorten the timescales shall also suggest what the next steps should be and the proposed timelines for them. In the event that the other Party does not agree to the variation of the timescales the matter shall be treated as a dispute between the Parties.

17 Breach, Suspension and Termination

17.1 Notwithstanding anything to the contrary, suspension of any service under this agreement should be subject to the suspending Party informing the TRA prior to suspension of the service and obtaining its prior approval. The termination of this Agreement is subject to the prior approval of the TRA.

17.2 Suspension

17.2.1 If one Party's (the "First Party") Network, its operation, the carrying out of any Access or Interconnection Services or any act or omission of the First Party, adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, or has committed a breach which has not been remedied and which has caused, or is liable to cause, harm or damage to the other Party's business including those matters as set out under Clause 17.4.1 below, that other Party (the "Suspending Party") and (or) in case of occurrence of any of the situations stated in the License of the Suspending Party or as per the Telecom Executive Regulation, the Suspending Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety and (or) until such situation, of which the suspension is based on, is resolved. In the event of such a suspension and if the First Party considers that such a suspension is not justified and the Suspending Party does not agree with the First Party to terminate such suspension, then the matter may be treated by the Parties as a Dispute and dealt with in accordance with Clause 16 herein. At the time of suspending such Service, notice shall be served immediately and the reasons given to the other Party and a copy of the same shall be sent to the TRA.

17.2.2 For the avoidance of doubt, a Suspending Party has the right to suspend its services in whole or in part, under this Agreement in the event for as long as:

17.2.2.1 Suspending Party reasonably considers that a Requesting Party or other Party Customer is engaged in Fraud or any other analogous or similar activity or there are circumstances, including lack of Handset or End-User Equipment or Equipment compatibility, which might be likely to cause harm to any part of the Suspending Party Network or otherwise to the provision of services to Suspending Party Customers; and/or

17.2.2.2 Other Party shall fail to take or delay taking any necessary action in respect of any Fraud, manipulation, distributed denial of services attack (DDOS) or any other illegal activity committed by any other Party Customer or other Party employee or agent when the particular circumstances of such illegality came to the knowledge of other Party or was notified to other Party by Suspending Party; and/or

17.2.2.3 Suspending Party suspends or interrupts the access of its own customers to the other Party Network in equivalent circumstances to those arising under the operation of this Agreement; and/or

17.2.2.4 Suspending Party suspends access to Suspending Party Network for other Party Customers to the extent it suspends access to Suspending Party Network for its own customers, if not suspending access will cause more damage to the network as a whole.

17.3 Breach

17.3.1 If a Party is in breach of any of its obligations under this Agreement (including, but not limited to, a failure to pay an undisputed sum pursuant to an invoice due hereunder or non-compliance of Clause 13.4), the other Party may serve a written notice (the "Breach Notice") on the Party in breach specifying the breach and requiring it to be remedied within:

17.3.1.1 30 calendar days (or such other longer period as may be specified therein) from the date of receipt of such Breach Notice; or

17.3.1.2 in case of emergency (excluding financial obligations but including circumstances as described in Clause 11.2 of this Agreement), within such shorter period as the Party not in breach may reasonably specify.

17.3.2 Except for the instances as set out in Clause 17.3.5 or any Liquidated Damages as defined below, the Party not in breach may, until such breach is remedied in accordance with the Breach Notice, calculate a remedy for such breach of which the Party receiving the Breach Notice shall bear to pay per day an amount of 1/30th of the total monthly invoice issued a month earlier for services covered under this Agreement.

17.3.3 The Parties agree that it is difficult or impossible to determine with precision the amount of damages that would or may be incurred as a result of the Party

in breach's failure to rectify the breach. It is understood and agreed by the Parties that:

17.3.3.1 the Party shall suffer damage by failure of the Party in breach to meet its obligations under this Agreement;

17.3.3.2 it is impracticable nor possible to fix the actual damages resulting from the breach of its obligations under this Agreement;

17.3.3.3 any charges which may become payable under this Clause 17.3.3 and 17.3.5 are in the nature of liquidated damages (Liquidated Damages), and not a penalty, and are fair and reasonable; and

17.3.3.4 the Liquidated Damages represent a reasonable estimate of fair compensation including for the loss of revenues that may reasonably be anticipated from such failure. Notwithstanding anything to the contrary herein, the payment of Liquidated Damages under this Clause shall be Omantel's sole liability and Requesting Party's sole and exclusive remedy for failure to meet the Service Levels or KPIs. Requesting Party may not bring any claim for liquidated damages against Omantel in respect of a failure to meet any Service Levels and/or KPIs if the failure is due to reasons attributable to the Requesting Party and its subcontractors; any other third party; or any governmental requirements including approvals.

17.3.4 It would be for the Party receiving a Breach Notice to ensure payment of amounts stated above by the due date of the invoice submitted for the breach. In case such payments are not made within such duration, the Party sending the Breach Notice is entitled to proceed with the steps as per Clauses 17.3.5 and 17.3.6 herein in addition to the process stated pursuant to Clause 16 provisions under this Agreement including to submit the matter to dispute resolution process agreed .

17.3.5 If the Party is in breach of any terms of this Agreement such as late payment of undisputed amounts thereof and fails to rectify such breach within thirty (30) calendar days following from the date of receipt of a Breach notice from the other Party, then the Party in breach shall be liable to pay per day liquidated damages to the Party at the rate of 1/360 of the annual contract value that the Breach Notice relates to. Where the breach relates to the submission of a guarantee, bonds or their renewal, insurance policies or delaying any renewals and the Party in breach fails to rectify such a breach

within thirty (30) calendar days following from the date of receipt of a Breach Notice, then the other Party, subject to obtaining the necessary TRA approvals where necessary, may suspend the services to which they relate or withhold the supply of services where these relate to new or amended orders.

17.3.6 If the Party makes any claim under this Clause 17 and in case the Party in breach disputes such claim then, the Parties shall promptly resort to amicably settle such claim as per the set out provision for dispute resolution under Clause 16 herein.

17.4 Termination

17.4.1 This Agreement may be terminated, subject to the prior approval of the TRA, by either Party by written notice forthwith (or on the expiry of such other period as such notice may specify) if the other Party:

17.4.1.1 is unable to pay its debts as they fall due within the meaning of Royal Decree 55/1990 (the "Commercial Code");

17.4.1.2 has become the subject of proceedings in bankruptcy or preventative composition pursuant to Book Five Articles 579-786 of the Commercial Code or has had a Receiver or Examiner or similar persons appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an order allowing a Third Party to take possession of all or a material part of its assets has been made;

17.4.1.3 has an order made or a resolution passed for its winding up or liquidation (other than for the purpose of amalgamation or restructuring);

17.4.1.4 enters into a voluntary arrangement with creditors or similar arrangement under the Commercial Code;

17.4.1.5 ceases to carry on business; or

17.4.1.6 ceases to hold a license allowing it to operate a Telecommunication System and/or provide Telecommunications Services.

17.4.1.7 failure to submit a required bank guarantee on time.

17.4.1.8 failure to pay the undisputed amounts under this agreement by the due date.

17.4.1.9 Commit any material breach of this Agreement and if capable of remedy is not remedied in the specified period.

17.4.2 Upon termination of this Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party. Each Party shall take reasonable steps to recover equipment made available by it.

17.4.3 If 30 calendar days after the termination of this Agreement, a Party fails to recover equipment in good condition (normal wear and tear excepted) because of the acts or omissions of the other Party the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 60 calendar days from the date of the demand.

17.4.4 Without prejudice to a Party's rights upon termination of this Agreement, a Party shall refund as soon as reasonably practicable after such termination to the other a rateable, fair and equitable proportion of those periodic sums (if any) already paid at the time of such termination under this Agreement for a period extending beyond the date of such termination or expiration, unless the Parties agree otherwise.

17.4.5 Termination of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.

17.4.6 Notwithstanding the termination of this Agreement and Clauses15, 17.4.2, 17.4.3, 17.4.4, 18, 19, 23 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.

17.4.7 For the avoidance of doubt and unless otherwise expressly provided to the contrary, the Requesting Party may at any time and for any reason terminate this Agreement by giving three (3) months written notice to the Providing Party.

18 Confidentiality

Without prejudice to the provisions set out in the Act, License conditions and the relevant decisions, or relevant Authorities' requirements;

18.1 The Parties agree to treat all confidential information defined as such in Article 15 and Annex J hereof as confidential in accordance with the terms and conditions outlined in Annex J hereof.

19 Intellectual Property Rights

19.1 Except as expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or right or title whatsoever or license of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.

20 Review of the Agreement

20.1 This Clause 20 shall be governed by Article 13 and Article 37 of the A&I Regulations issued by Resolution No. (25/2016) in April 2016. A Party may seek to amend this Agreement by serving on the other a notice seeking to review the terms of this Agreement ("Review Notice"), if:

20.1.1 either Party's licence is materially changed (whether by amendment or replacement); or

20.1.2 a change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing telecommunications in Oman; or

20.1.3 this Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or

20.1.4 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or

20.1.5 this Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under Clause 24 hereof; or

20.1.6 Left blank.

20.1.7 there is a general review pursuant to Clause 20.2 hereof.

20.2 In addition to the circumstances giving rise to a right of a Party to seek to amend this Agreement detailed in Clause 20.1 hereof, either party can serve a notice with justification as to what and why it should be reviewed in a specific time of any calendar year.

20.3 Left blank

20.4 any Party can only seek a review of the Agreement outside the scope of Clause 20.1 once every 12 months from the date of the previous review. Either Party to the Agreement may require a review of the Agreement at any time where there are good reasons to do so such as where there are substantive market changes or services are required by the Requesting Party which are not provided for in the RAIO or relate to new technologies that are or have been rolled out.A Review Notice shall set out in reasonable detail the issues to be reviewed between the Parties.

20.5 On serving of a Review Notice, the Parties shall forthwith negotiate in good faith the matters referred to in the Review Notice as being matters to be reviewed pursuant to Clause 20.2 with a view to agreeing to any relevant and consequential amendments to this Agreement.

20.6 For the avoidance of doubt, the Parties agree that notwithstanding the serving of a Review Notice, this Agreement shall remain in full force and effect.

20.7 If the Parties fail to reach agreement on the subject matter of a Review Notice within 3 calendar months (the relevant period) in each case from the date of serving of such Review Notice, either Party may, not later than one calendar month after the expiration of the relevant period, request in writing the TRA to determine:

20.7.1 the matters upon which the Parties have failed to agree;

20.7.2 whether this Agreement should be modified to take account of such matters; and, if so

20.7.3 the amendment or amendments to be made.

20.8 The Parties shall modify this Agreement in accordance with the TRA's Determination pursuant to Clause 20.720.7.

20.9 The Parties may, at any time, agree in writing to a variation to the time periods specified above in relation to a particular review notice.

20.10 The Parties may, at any time, mutually agree in writing to change rates for Services within the Agreement. These shall become effective only following TRA written approval and publication as applicable.

20.11 Rate changes due to determination from the TRA do not need a written agreement and notice if the determination has a specified effective date. The Parties shall notify the other Party as soon as possible after the determination from the TRA.

20.12 The Parties might agree from time to time to add additional services under this Access and Interconnection Agreement. In such cases, Omantel shall notify the TRA accordingly and shall obtain all necessary approvals from it. These services shall be launched only following TRA written approval.

21 Amendments

21.1 Amendments and supplements to this Agreement, including its Annexes, shall, in order for them to be valid, be drawn up in writing, dated and signed by both Parties and then approved by the TRA. Such amendment and supplements shall not affect the validity or enforceability of any of the remaining provisions of this Agreement.

21.2 If such amendment is due to decisions or determinations of TRA or any other legal body of competent jurisdiction, the amendment will be made according to that decision or determination and be applicable as per the date of such ruling or such other date that might be specified therein.

22 Force Majeure

22.1 Neither Party shall be liable for any breach of this Agreement caused by, commotion, riots, embargo, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory (Regulatory Event shall mean an amendment of or change in any applicable law; the grant of an injunction against a party in respect of a breach or contravention of an applicable law or regulation; and or the making of a determination or direction or any other enforceable decisions by a competent authority) or legal obligation, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or natural disaster or acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.

22.2 The Party initially affected by a force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("force majeure notification").

22.3 Upon cessation of the effects of the force majeure upon the ability of a Party to perform its obligation under this Agreement the Party initially affected by a force majeure shall promptly notify the other of such cessation.

22.4 If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 22.6 perform its obligations that are not affected by force majeure. The Party while performing those of its obligations that are not affected by force majeure, shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.

22.5 To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

22.6 Following a force majeure notification and if the effects of such force majeure continue for:

22.6.1 a continuous period of not more than 6 months from the date of the force majeure notification (whether or not notice of cessation has been given

pursuant to Clause 22.3) any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;

22.6.2 a continuous period of 6 months or more from the date of the force majeure notification (and notice of cessation has not been given pursuant to Clause 22.3), the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 working days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the 30 working days' notice. If this Agreement is not terminated in accordance with the provisions of this Clause 22.6.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

23 Limitation of Liability

23.1 Save as provided for in this Agreement neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.

23.2 Subject to the remaining provisions of Clause 23.4, and to the extent permitted by law, if a Party is in breach of any of its obligations to the other Party under this Agreement (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR 1,000,000) for all events (connected or unconnected) in any period of 12 calendar months. This clause does not apply to any obligation arising under this Agreement to pay monies in the ordinary course of business, including without limitation, the charges and any other payments in respect of services provided.

23.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for:

23.3.1 loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused;

23.3.2 any loss or damage suffered or claimed by any customer of the other Party to the extent that such loss or claim arises as a result of a breach of this Agreement by whatsoever reason.

23.4 If any customer of a Party (the Indemnifying Party) makes a claim for loss or damage against the other Party and such loss or damage is alleged to have arisen as a result of a breach of this Agreement by the other Party, the Indemnifying Party shall indemnify and keep that Party indemnified in respect of such claim of loss and damage.

23.5 Each provision of this Clause 23 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

24 Assignment of Rights and Obligations

24.1 Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

25 Notices

25.1 A notice shall be considered duly served if:

25.1.1 delivered by hand, at the time of actual delivery;

25.1.2 sent by an official email address of the Parties, upon its receipt being confirmed; or

25.1.3 sent by recorded delivery post, 4 calendar days after the day of posting.

25.2 Except if otherwise specifically provided all notices and other communications relating to this Agreement shall be in writing and shall be sent according to the provisions in Annex K.

25.3 Subject to any provision in this Agreement to the contrary changes to any of the contact persons of a Party listed in Annex K for any reason shall if reasonably possible be notified in writing to the other Party prior to such change occurring and in any event no later than 3 days after such change takes effect.

25.4 Notices are to be served and confirmed only during working hours. For the avoidance of doubt, if a notice is served after working hours, it is deemed to have been received the following working day.

25.5 Each Operator specifies only one contact point for exchange of updates to this Agreement that is the manager responsible for this Agreement, as defined in Annex K.

26 Entire Agreement

26.1 This Agreement shall consist in its entirety of this Main Body Agreement as referred to in the index and all of the Annexes hereto. It represents the entire understanding and agreement between the Parties in relation to its subject matter and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

27 Waiver

27.1 The waiver of any breach of or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

28 Severability

28.1 The invalidity, unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provision of this Agreement.

29 Relationships of Parties

29.1 The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to make either Party hereto an agent, joint venture or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name of the other; nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other, which is contrary to or unauthorised by the provisions of this Agreement.

30 Governing Law

30.1 The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of the Sultanate of Oman.

31 National Security

31.1 Each Party shall ensure its compliance with National Security requirements defined by the respective authorities in the Territory.

31.2 The Requesting Party shall pay Omantel the charges for such additional investment and any other associated reasonable cost such as, but not limited to, administrative cost incurred by Omantel to comply with National Security requirements resulting from Omantel offering any Service under this Agreement. Any such charges shall be objectively justifiable and shall be subject to TRA approval.

IN WITNESS WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of **Omantel**:

Name: [Sohail Qadir]

Designation: [Vice President, Wholesale]

Date: [29/10/2019]

SIGNED for and on behalf of **Requesting Party**

Name: [Ahmed Mohammed Al Hanthy]

Designation: [Vice Chairman]

Date: [23/10/2019]

C.R.No: 1298793
P.O.Box: 58, P.C:130
Sultanate of Oman
MAHD SATELLITE SERVICES L.L.C

Access and Interconnection Agreement

Annex A Entire Agreement

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1 General

1.1 This Annex lists all the documents, which together constitute the Entire Access and Interconnection Agreement.

2 Access and Interconnection Agreement Structure

2.1 This Access and Interconnection Agreement comprises:

Annex	Service
-	Main Agreement
A	Entire Agreement
B	Billing and Payment
C	Service Descriptions
F	Forecast
H	Ordering, Delivery, Fault Handling and Service Levels
J	Non-Disclosure Agreement
K	Contacts
L	Definitions
M	Tariffs
N	Credit Assessment

Access and Interconnection Agreement

Annex B Billing and Payment

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1 Definitions

1.1 In this Annex B, a reference to a clause unless stated otherwise, is a clause of this Annex. Words and expressions appearing herein shall have the meaning given in Annex L, unless otherwise defined in this Annex:

1.1.1 "**Chargeable Call**" A Call (as defined in the Definitions Annex L to this Agreement) shall be deemed a Chargeable Call chargeable in each Billing Period if:

1.1.1.1 A Call is handed over at a Point of Interconnection and during the SS7 signalling sequence of that Call, the SS7 Initial Address Message (IAM) sent by one Party has been responded to by an SS7 Address Complete or Release Message (ACM or RM) by the terminating or transiting Network Party; and

1.1.1.2 A SS7/C7 answer condition/signal in the backward direction has been received by the terminating or transiting Network Party ('B' number answer).

1.1.2 A Chargeable Call shall include a Call that is forwarded by the terminating Party's Network and a Call terminated onto any network voice mail system (For the avoidance of doubt a network engaged tone, "B" number engaged tone and a "B" number unobtainable tone do not constitute a Chargeable Call).

1.1.3 A Chargeable Call is referred to as a Call in this Annex.

1.1.4 **"Chargeable Call Duration"** is the duration of elapsed time of a Chargeable Call described by Section 1.2.2 of ITU-T D 150 "conversation time".

1.1.5 **"Traffic"** for the purpose of this Annex B means the plural of all Calls in a particular period.

1.1.6 **"Billing Information"** means that information which must be provided by the Billing Party in support of invoices issued under this Access and Interconnection Agreement as agreed by the Parties to enable the Billed Party to validate an invoice and for the purposes of this Access and Interconnection Agreement the Billing Information shall consist of any or all of the following:

1.1.6.1 For service which are based on usage such as but not limited to voice, data, SMS: accumulative Usage Report, General Report and Invoice.

1.1.6.2 For other Services: Capacity, link details, Services details, Invoice or any other information related to a particular Service.

2 Recording of CDR-data and Billing Information

2.1 Each Party shall, for which it is or will be the Billing Party, collect and record on an itemised Call basis, and process in accordance with Clause 2.2, CDR Data.

2.2 CDR Data shall in the case of Calls relating to each Call attributable to an Access and/or Interconnection Service referenced in Annex C of this Agreement, include:

(a) Point of Interconnection across which the Call was handed over between the Parties; and

(b) "B" number contained in the SS7 Call set up sequence (the dialled digits); and

(c) "A" number contained in the SS7 Call set up sequence; and

(d) the date and the time when the SS7 Answer Signal in the backward direction is detected by the relevant POI interconnected Switch/MSC of the Billing Party; and

(e) Chargeable Call Duration.

2.3 The Billing Party shall provide reasonable supporting information with the invoice to enable the non-billing Party to validate the invoice. The Parties acknowledge that a Party may, at any time, call for the delivery of CDR no later than twelve (12) months after the relevant services have been supplied and in respect of no more than three (3) months' CDR. In the event that more than three months' CDRs are required, the charges for providing SMS CDR will be 500 OMR per month, Voice CDR will be 700 OMR per month and for each other Service, the charge will be 1,000 OMR per month. In the event that the CDRs are requested and used with respect to a Billing Dispute, the Billing Party shall provide to the Billed Party all appropriate and relevant CDR Data, and in the event that any charges have been raised in relation to providing such CDR data, if it is found later that the Billing Dispute was raised correctly, then the charges relating to the provision of CDRs will be credited.

2.4 The above-mentioned CDR data shall form the basis of calculation on the number and duration of Calls and money owed for a particular Interconnection Service in the relevant Usage Report and Invoice.

2.5 Left blank.

2.6 All Calls will be recorded in seconds unless stated otherwise in the applicable Access and Interconnection Service Sub Annex of Annex C and/or Annex M.

2.7 All Tariffs as set out in Sub Annex M and/or Sub Annexes of Annex C to this Agreement of both Parties are in Omani Rials, unless stated otherwise.

2.8 If a Call extends over 2 or more Tariff Time Periods, the said Call shall be recorded as one (1) single Call. The Chargeable Call Duration shall be calculated according to the tariff applicable to the Tariff Time Period in which the Call commenced.

2.9 If a Call commences in one Billing Period and ends in another Billing Period, it shall be recorded as one call in the Billing Period in which it commenced.

2.10 If a call commences in one 24-hour day (00:00:00 hours to 23:59:59 hours), and finishes in the next day, it is counted as one call in the 24-hour day in which it commenced.

2.11 Each Interconnection Call Duration shall be recorded in seconds. Seconds shall be rounded up to the nearest whole second. Seconds shall not be rounded down. All calls other than Interconnection calls shall be recorded in accordance with the relative annex of that particular Service.

2.12 Any one off/installation, monthly or quarterly recurring charges will be contained in the Service General Report (see 3.1.2 below) of the applicable Billing Period. In the first Billing Period of a new or additional capacity Service, the charges will be calculated on a pro rata basis from the date commercial operations commenced in that month.

2.13 All CDR Data shall be processed in accordance with the requirements of Clause 3 of this Annex B.

2.14 Access and Interconnection Services that have no CDR data shall contain information related to that particular Service and the above clauses in Clause 2 are also applicable to non-voice traffic wherever is applicable.

3 Exchange of Billing Information

3.1 The Billing Party shall process the CDR Data with respect to Calls so as to produce the following Billing Information:

3.1.1 Invoices for the relevant Billing Period – supported by the Service Usage Report and the Service General Report for the same Billing Period regarding Services contained in Annex C and its Sub Annexes supplied to the other Party.

3.1.2 Service General Report – containing monthly/quarterly/annual fixed recurring charges and non-recurring charges.

3.1.3 Service Usage Report - containing summarized Call traffic for all Services provided.

3.1.4 The matrix outlined below in Table 3-1, which shall be referred to as the Usage Report of the Interconnection minutes.

Call type			
Service Type	Total Number of Calls N	Total Duration M	Total Revenue R
Total	∑ N	∑ M	∑ R

Table 3-1: Interconnection Usage Report

Where: N = the total number of Calls
Where: M = the total Chargeable Call Duration in minutes
Where: R = the total Revenue Charge which will comprise of:

M x Rate per minute; or
N x Rate per call; or
M x Rate per minute plus N x Rate per call

3.1.5 In the case of International outbound Calls, details as illustrated in Table 3-2 and Table 3-3 shall be provided. Country names are for illustrative purposes only.

3.1.5.1 Local Leg:

Call type	Calls	Chargeable Duration	Revenue
Total	∑ N	∑ M	∑ R

Table 3-2: International Outbound Calls (National leg – Transit segment)

3.1.6 The above table could be modified in case single termination rate is applied.

3.1.7 International Termination:

Destination	Calls	Chargeable Duration	Revenue
AFGHANISTAN	N	M	R
ALASKS – USA	N	M	R
ALBANIA	N	M	R
ALGERIA	N	M	R
AMERICAN SAMOA	N	M	R
ANDORRA	N	M	R
Total	∑ N	∑ M	∑ R

Table 3-3: International Outbound Calls (International Leg)

3.2 Transit segment call numbers are referenced in parentheses to avoid double-counting; each transit call shall also appear as an international call, referenced by destination. Call quantities in parentheses shall not be included in the summation to yield the total number of calls ∑N

3.3 The total duration of all Calls shall be itemized in the Service Usage Report in minutes and seconds and summarized, then rounded up to the next number of whole minutes for each Interconnection Service.

3.4 The Interconnection Usage Report and Interconnection General Report shall be provided by the Billing Party to the other Party together with the resulting invoice based upon the said reports not later than 5 weeks after the end of each Billing Period.

3.5 The Billing Period for Interconnection Traffic shall be monthly commencing from 00.00 hours on the 1st day of each calendar month and ending at 23:59:59 hours on the last day of the month.

3.6 The Billing Party shall for a period of 24 months store all individual CDRs associated with an invoice.

3.7 The Billing Party shall, for a period of 36 months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from one Party to the other to take account of changes in the relevant prices.

3.8 If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an invoice, the Billed Party shall (at a reasonable cost charged to the Billing Party by the Billed Party) at the request of the Billing Party use its reasonable effort to supply using its own sources of such information the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party or the Billed Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the Billed Party to the Billing Party, except for gross negligence or instances of fraud by the Billed Party. The Parties acknowledge that Billing Information supplied by the Billed Party pursuant to this Clause shall have been supplied via a verification system (rather than a Billing System) and the Billed Party cannot warrant that the information is free of error.

3.9 In the event that the CDR Data and / or Billing Information upon which the Billing Party would normally base an invoice is lost for whatever reason, and the Billing Party is not able to issue an invoice for a Billing Period using such Billing Information, the Billing Party may estimate such information. The Billing Party shall advise the Billed Party of the fact that any invoice is estimated rather than based upon CDR Data together with the Billing Information for the relevant Billing Period together with the reasons for using estimates.

3.10 If either of the Parties' monitoring of its Billing Information indicates a Persistent Inconsistency in reconciling or verifying Billing Information provided by the other, the Parties shall use their reasonable endeavours to ascertain the cause of such inconsistency and shall cooperate fully with each other in so doing.

3.11 Subject to Clause 6 of this Annex B final full clearing of estimated invoices must take place within 3 months of the date of issue of the estimated invoice.

4 Invoices

4.1 At the end of each Billing Period the Billing Party shall submit to the other Party, invoices for charges for Calls as outlined in Clause 3 and other services provided as part of this Agreement for which the Billing Party is entitled to charge the other Party during such Billing Period unless and otherwise stated in Clause 4.5.

4.2 Any invoice or credit note transmitted between the Parties will contain the following information, in addition to any legally required information

(a) Relevant Billing Period;

(b) Reference to the Access and/ or Interconnection Reports on which the invoice is based;

(c) Total net amount in Omani Rials;

(d) Relevant Tax amount;

(e) Total amount due in Omani Rials;

(f) Date the Invoice was issued;

(g) Due Date for full payment.

4.3 All charges payable under this Agreement shall be calculated in accordance with this Agreement and at the rates specified from time to time in the Annex M. Invoices submitted under this Agreement shall be paid in accordance with Clause 9 (Billing and Payment) of the main body of this Agreement.

4.4 For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of dispatch of that invoice and the date of dispatch shall be the date of issue of such invoice for the purposes of this Access and Interconnection Agreement.

4.5 For Services other than Call traffic, the Billing Party shall provide the invoice with supporting Billing Information to enable the Billed Party to verify the charges. These invoices will be sent during the month in which the Providing Party enjoys the service. For the avoidance of doubt, only where it is expressly stated in the RAIO that the invoice shall be issued in

advance of the provision of the service this shall apply or where such a provision is approved by the TRA for any future services.

4.6 For newly launched services, Omantel's billing accuracy shall be at least 90% per Service averaged over the two billing periods for the first two invoicing periods following the launch of the new service. Thereafter, and for all already established services, the billing accuracy shall be no less than 99% per Service averaged over a calendar year.

5 Payments

5.1 Subject to what is stated below, all charges detailed on invoices issued pursuant to this Agreement shall be payable by the Due Date. Invoices are due and payable in Omani Rials and shall be transferred to the bank account as directed by Omantel. Invoices are payable within 30 Calendar Days from the date of their issue (the "Due Date") unless otherwise agreed in writing. In the event that an invoice is not paid by the Due Date (and subject to any agreement to the contrary, decision or award pursuant to the process for resolution of Billing Disputes set out in Annex B hereof) the Billed Party shall pay, in addition to the amount of the invoice, interest thereon at the rate of 0.035% per day from the Due Date until the date of payment in full of such invoice. For the avoidance of doubt, the principle of "Simple Interest" shall apply; that is, interest shall accrue on the amount owing only and shall not be compounded.

5.2 Any credit notes issued by a Billing Party or resulting from the dispute resolution process in clause 6 of this Annex B will be offset against any payments due in the next Billing Period's invoice provided there are no outstanding payments due at that time (except formally disputed amounts pursuant to clause 6 below).

5.3

5.4 In the event that a 'Dispute' resolution procedure has been initiated by the invoiced Party, as provided by this Agreement including Clause 6 below, and the dispute was incorrect and the Billing Party was not at fault, the Billed Party shall pay, in addition to the amount of the invoice, interest thereon at the rate of 0.035% per day from the Due Date until the date of payment in full of such invoice No Party shall make any deductions, reductions or offsets in respect of any accounts, for any unpaid debts or unrecoverable claims, including but not limited to claims arising from cases of fraud, which that Party has against or with respect to its customers or Third Parties unless specifically agreed between the Parties in writing.

5.5 Settlement netting procedures shall not apply to this Agreement. Both Parties shall pay each other's Invoices in full without deductions for any invoices issued by the other except as expressly provided for in this Annex.

5.6 Payment costs of invoice amounts are borne by the Billed Party.

6 Disputes

6.1 If either Party disputes the amount stated in an invoice as being payable by it to the Billing Party, such Party (the Billed Party) shall no later than the Due Date for such invoice, deliver to the Billing Party a notice in writing containing the details of such dispute ("Notice of Dispute") requesting further information or all of the Billing Information (including CDR Data) relating to that Billing Period's disputed invoice.

6.2 Within seven (7) Working Days of receipt of the Notice of Dispute the Billing Party shall furnish the Billed Party with such Billing Information, CDR Data and other reasonable information as may be required by the Billed Party in order to verify the amount as being accurate and payable in the relevant invoice.

6.3 The Parties shall then within a further ten (10) Working Days from the receipt of all requested Billing Information and other information reasonably requested meet and consult with each other in order to resolve the dispute in relation to the relevant invoice (the "Billing Dispute").

6.4 The Parties shall use their reasonable endeavours to resolve the Billing Dispute within ten (10) Working Days of the date referred to in 6.3 above. In the event that the Billing Dispute cannot be resolved with the time period in 6.3 above relating to the relevant invoice, then the Billing Dispute shall be referred to the Dispute resolution process in accordance to the A&I regulation article 79-81.

6.5 Unless otherwise agreed in writing between the Parties, in the event of a Billing Dispute in relation to an invoice which is resolved either by it being amicably settled between the Parties or in accordance with the other procedures referred herein interest in accordance with Clause 5.1 of this Annex B shall be payable on any amounts which are held to be payable by the Billed Party to the Billing Party in accordance with such Billing Dispute Resolution Procedure.

6.6 At all times, the Parties shall:

(a) Act in good faith with respect to any Notice of Dispute or Billing Dispute;

(b) Cooperate fully with each other in the exchange of relevant information with respect to any Billing Dispute;

(c) Cooperate fully with any independent third party consultant appointed to determine the dispute or in respect of any other dispute resolution process which may be undertaken pursuant to this Access an Interconnection Agreement;

(d) Pay their own costs arising out of and in the course of any Billing Dispute subject to any orders as to the payment of such costs which may be made by the TRA or any arbitrator appointed to determine the dispute;

(e) Comply fully with any agreement, order, decision or award which may be reached or made in respect of a Billing Dispute;

(f) Not withhold the payment of any amounts with respect to any invoice which are not in dispute beyond the Due Dates with respect to each such invoice;

(g) Pay interest at the rates set out in Clause 5.1 of this Annex B of this Agreement upon all disputed amounts outstanding with respect to each invoice (whether such amounts are a part or whole of each such invoice), unless otherwise decided by the person making the relevant decision.; and

(h) Pay interest at the rates set out in Clause 5.1 of this Annex B of this Agreement upon all disputed amounts that are resolved to be paid with to the billing party with respect to each invoice (whether such amounts are a part or whole of each such invoice), unless otherwise decided by the person making the relevant decision.

6.7 In the event of the Billed Party disputing any amount stated in an invoice, the undisputed amount of such invoice shall nevertheless be payable by the Billed Party to the Billing Party by the Due Date.

6.8 No Billing Dispute regarding the Usage Report shall exist where the difference between the amounts which the Billed Party believes is due under an invoice and the amount of an invoice delivered to the Billed Party is 0.5% or less.

6.9 Section 6.8 above shall not apply to Persistent Inconsistency Disputes or to disputed amounts in the General Report.

7 Persistent Inconsistency

7.1 Either Party may in the following circumstances, initiate the 'Persistent Inconsistency Dispute' procedure provided under this Section 7 by sending a 'Notice of Persistent Inconsistency Dispute' to the other Party if:

7.2 More than 50% of Interconnection Services in any Interconnection Usage or Interconnection General Report have discrepancies of more than 0.5% in any one invoice or;

7.3 For at least three (3) Billing Periods' invoices/reports out of the last seven (7) Billing Periods a pattern of consistent discrepancies occurs on one or more of the Interconnection Services in the Interconnection Usage or Interconnection General Reports

7.4 This type of Persistent Inconsistency Dispute' cannot be initiated with respect to invoices dating back to more than twelve (12) months from the date of the Notice of Persistent Inconsistency Dispute.

7.5 In the event of a Persistent Inconsistency occurring the procedures referred to in Clause 6 of this Annex B shall apply as between the Parties save that where there is reference to a Billing Dispute in Clause 6, it shall be replaced with a reference to a "Persistent Inconsistency Dispute".

7.6 The occurrence and/or investigation of discrepancies as described in this Section shall not cause any delay in the normal procedure of accounting, billing, invoicing and payments as described in this Annex.

7.7 If the Parties cannot agree on the reasons for the discrepancies or the actions to take to eliminate the reasons for discrepancies or any other matter any of the Parties can invoke a dispute according to the ruling of Clause 16 in the Main Body to this Agreement.

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Annex C Services

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1 General

1.1 This Annex sets out the service packages supplied by Omantel.

1.2 This Annex is structured containing Sub Annexes. Each Sub Annex contains a service or group of linked services.

1.3 The Services listed in Clause 2 below and covered under this Agreement are subject to feasibility and availability, taking into consideration the following:

(a) Omantel's anticipated requirements for the next three (3) years, and such requirements shall be substantiated on request by the TRA;

(b) Security and confidentiality requirements or restrictions imposed on Omantel by Governmental Agencies; or

(c) In case Omantel plans to decommission the requested Service within three (3) years from the date of the request. For the avoidance of doubt, in such cases the Requesting Party shall be notified of the proposed decommissioning date and may proceed with its order. However, it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.

1.4 If any Service requires any Ancillary Services or Services to complete the required setup of the respective Service, then such Ancillary Service or Services shall be ordered separately.

1.5 The Services listed in Clause 2 below are as defined in the Access and Interconnection (A&I) Regulation issued by the TRA on the 16th of April 2016. This list is subject to revision in case new A&I Service is added in the regulation. Any new regulated A&I Service has a regulatory process which includes but not limited to service definition, description and sector consultation initiated and finalized by the TRA. After this process and based on the TRA direction, Omantel will draft a separate Sub Annex which includes the service description, terms and conditions, ordering process, termination, forecast, tariff and delivery timelines.

2 The Services

Sub Annex	Service	Version
C-FA 04	Co-location	
C-FA 10	Wholesale Terminating Segments of Leased Line	
C-FA 11	Wholesale Trunk Segments of Leased Line	

Access and Interconnection Agreement

Sub Annex C-FA 04 Co-location

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1 General

1.1 This Sub Annex sets out the Co-location Services at Omantel Premises.

1.2 Co-location in this Sub Annex means the sharing of physical space in buildings owned by Omantel and/or used/occupied by Omantel to permit the installation and operation of the Requesting Party's Network Equipment required in conjunction with an associated point of interconnection or point of access. However, where the building is not owned by Omantel, co-location shall be offered only where this is not expressly prohibited by Omantel's lease or where such restriction cannot be reasonably waived by the owner of the building.

1.3 Omantel Co-location Exchanges

No.	Location/ Area	Code
1	Greater Mutrah	GMP1
2	Qurum	QUR2
3	Sohar	SOH2
4	Nizwa	NIZ1
5	Salalah	SAL2
6	Uzaiba	AZA1

2 Definition

2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the following definitions:

2.1.1 Omantel Premises – Omantel POP – Omantel Point of Presence – in this Sub Annex are Omantel's telecommunication exchanges across the country. This list will be updated every three months.

2.1.2 Contract Term – the contract period of the Service provisioning starting from the Service provisioning date.

3 Co-location within Omantel Premises

3.1 Omantel offers the Requesting Party the possibility of Co-location within Omantel premises where feasible and technically possible for the purpose of access or interconnection with Omantel. Where there is no space inside the Omantel building, Omantel may offer, subject to availability and feasibility, the possibility of Co-location outside the building but within the compound (Adjacent Co-location).

3.2 The premises under this section exclude Omantel Data Center, Omantel Landing Stations and Omantel Earth Stations which are individually covered in Sub Annexes C-FA 14, C-FA 15 and C-FA 16 subsequently.

3.3 Request for Co-location shall be initiated by the Requesting Party. The size and exact location will be mutually agreed between both Parties after a joint site-survey and shall be charged in accordance to Clause 6 of this Sub Annex.

3.4 The Co-location space per equipment/rack is calculated as below:

Co-location Area = (Width + 0.6 m*2) * (Depth + 0.6 m*2)

The height of the rack should not exceed 2.2 m.

3.5 Power charges are not included in the co-location charges.

3.6 Omantel offers the following options to enable the Requesting Party to connect its closest POP with its Equipment Co-located at Omantel Premises with additional charges specified in Clause 6 of this Sub Annex:

(a) Omantel will provide the connectivity between the Requesting Party's closest POP and the Requesting Party's Equipment Co-located at Omantel Premises; or

(b) The Requesting Party will extend its own cable up to the closest point -designated by Omantel to Omantel Premises from where Omantel will extend the connectivity into the Omantel Premises to the Requesting Party's Equipment.

3.7 The Requesting Party shall, at its own cost, provide all equipment, installation materials and manpower needed for the installation of their Co-location Equipment. Where certain site preparation is to be carried out by Omantel, the Requesting Party shall pay all the reasonable costs incurred by Omantel in provisioning Co-location space at the Omantel Premises.

3.8 Omantel shall not be responsible for any damage to the Requesting Party's Co-location Equipment caused by any means beyond Omantel's control.

3.9 Omantel shall follow the same quality standards in regards to the Requesting Party's Equipment as it follows for its own Equipment.

3.10 Omantel shall inform the Requesting Party about the technical feasibility and availability accordingly, in case it is not possible to offer Co-location at the Premises and/ or provide any Service, Omantel will propose an alternative location wherever is possible.

3.11 The Requesting Party shall ensure that the request for Co-location will include at least the following minimum information:

(a) The Co-location site at which the Co-location space is sought

(b) The type of Co-location Equipment proposed to be installed at that location, including but not limited to:

a) Required floor space
b) Power requirements
c) Floor loading of the Co-location Equipment
d) Type of optical fiber to be used
e) Diameter of the optical fiber
f) Requesting Party contact details
g) A detailed equipment list to be installed

3.12 Omantel will provide the required lighting, air conditioning and fire and burglary alarms within the premises where the mentioned facilities are available.

3.13 Omantel will provide fire extinguishing equipment according to Omantel specification and details.

3.14 Omantel will provide a dirty unpacking area that can be used by the Requesting Party for unpacking the equipment prior to installing them. The Requesting Party is responsible for cleaning the unpacking area.

3.15 The Requesting Party will be solely responsible for removing all Equipment, cabling and other related constructions within one (1) months after the expiration of the Contract Term(s). In case the Requesting Party fails to comply with the above, Omantel will remove and dispose of the Equipment, cabling and other related constructions and will charge the Requesting Party accordingly.

3.16 Each Party shall take all necessary measures to ensure the safety of the other Party's equipment at its premises. Notwithstanding the foregoing, it is the responsibility of Requesting Party to provide adequate insurance cover for its respective equipment.

3.17 Omantel will assess the Requesting Party requirements against the available Co-location space, taking into consideration the following:

3.17.1 Omantel's reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for the provision to itself and its Customers and such requirements shall be substantiated on request by the TRA;

3.17.2 Omantel's reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for operation and maintenance purposes and such requirements shall be substantiated on request by the TRA;

3.17.3 Omantel and other third party requirements (including operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;

3.17.4 security and confidentiality requirements imposed on Omantel by Governmental Agencies;

3.17.5 In case Omantel plans to decommission the requested Co-location Site within three (3) years from the date of the request. For the avoidance of doubt, in such cases the Requesting Party shall be notified of the proposed decommissioning date and may proceed with its order. However, it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.

3.18 Access/visit to Omantel Premise for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide seven (7) Working Days' notice and it shall be in accordance to Omantel standard procedures. "The aforementioned notice period shall not apply where the Requesting Party requests access for emergency cases. Emergency in this article refers to any cause that may lead to danger to a person's life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.

4 Terms and Conditions

4.1 Co-location provisioning

4.1.1 The Co-location shall be subject to feasibility and availability.

4.1.2 Omantel shall remain the owner of the Co-location area and the Services offered to the Requesting Party. The Requesting Party shall not assign, transfer, lease, sell, or share its interest in the Services rendered by Omantel with any Third Party.

4.1.3 Omantel will be responsible to maintain the Services offered at Omantel Premises and shall ensure that the Services offered to the Requesting Party are at the same level of quality as those to Omantel's own Customers.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Services.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request. Omantel shall approve the request once the co-location site is ready for the Requesting Party to install its equipment.

4.3 For maintenance of its Equipment, the Requesting Party shall request access to the Co-location Site at least 2 Working Days in advance except for emergency cases and shall abide by Omantel's procedures and instructions while at the Site. Emergency in this clause refers to any cause that will lead to danger to persons life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.

4.4 Contract Terms and Termination:

4.4.1 The minimum Contract Term of the Service is one (1) Year.

4.4.2 If either Party wishes to terminate the Contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the

Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.

4.5 Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.

4.5.1 Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.

4.5.2 The termination will be in accordance with the procedures in Annex H.

4.6 Additional Co-location Space and Co-location Equipment

4.6.1 If the Requesting Party wishes to replace, modify or rearrange existing Co-location Equipment in the Co-location Space or to install additional Co-location Equipment in the Co-location Space, the Requesting Party must submit a request in respect of additional Space and or the replacement, modification, rearrangement, or additional Co-location Equipment to be installed.

4.6.2 Requests for additional Co-location Space at Co-location Sites shall be treated as a separate Co-location Request and the process of ordering and provisioning in Clause 5 of this Annex shall apply.

4.7 Sub Leasing

4.7.1 The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment (unless these are for its own use) at the Co-location Site.

4.7.2 Subleasing or installing the equipment of any other third party will be consider as breach to this Agreement.

4.8 Interference;

4.8.1 Each Party shall ensure that its Co-location Equipment does not cause any interference to the other Party's equipment, plant, facilities, Networks and the equipment of other occupying Operators at the Co-location Site and does not poses an immediate risk of personal injury. In the event of any interference, the Parties shall take in good faith reasonable measures to resolve the problem promptly. Where the Requesting Party equipment is causing interference and the interference cannot be resolved, the Requesting Party shall remove the source of interference immediately.

4.8.2 If Omantel determines that the interference poses an immediate risk identified in Clause 4.8.1; it may, withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party's cost, take measures to prevent the interference. At the time of suspending such service, notice shall be served immediately of the event and the reasons given to the other Party and a copy of the same shall be sent to the TRA.

5 Ordering and Delivery

5.1 Ordering and delivery is handled according to Annex H in additional to the following Clauses.

5.2 Omantel shall have a Target Acceptance Date for the Service within twenty-five (25) Working Days and shall not exceed seventy (70) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.

5.3 Left blank.

5.4 Omantel's technician jointly with the Requesting Party technicians shall conduct a site survey if necessary on the date and time agreed between both parties.

5.5 Omantel may reject a request for the Co-location Service if the pre-conditions for providing Co-location space have not been provided at the date of request.

5.6 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable, such as due to reasons of technical feasibility"

6 Tariff

6.1 The up to date tariff for the Services can be found in Annex M.

6.2 The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA Accordingly, and obtain necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.

7 Fault Management

7.1 Fault Management shall be handled according to Annex H.

8 Forecasts

8.1 Forecasting shall be handled according to Annex F.

Access and Interconnection Agreement

Sub Annex C-FA 10 Wholesale Terminating Segments of Leased Lines

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1 General

1.1 This Sub Annex sets out the Omantel offer for Terminating Segment of Leased Lines.

1.2 Omantel through this access Services enable the Requesting Party to access Customer's location through Omantel's existing copper connectivity to the Customer premises.

1.3 Terminating Segment of Leased Lines requested in remote areas, outside exchange areas or outside present coverage area will be provided on specific conditions.

2 Definitions

2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the following definitions:

2.1.1 Trunk Node – Omantel Equipment in Omantel Exchange

2.1.2 Contract Term – the contract period of the Services provisioning starting from the Services provisioning date.

3 Termination Segment of Leased Lines Services

3.1 Omantel offers the Requesting Party the possibility to access the Customer premises using Omantel existing copper connectivity to the Customer premises.

3.2 The Termination Segment of Leased Lines can be offered in two ways:

(a) Direct connection from the Trunk Node to which the Customer have a direction connection to the Requesting Party Point of Access.

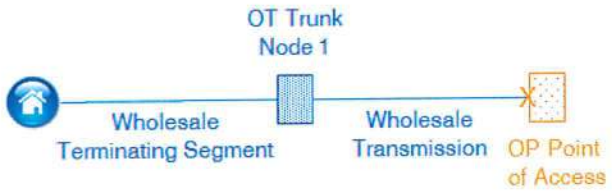


Figure 3-1 Termination Segment of Leased Line (Direct connection)

(b) Via a Trunk Segment of a Leased Line in case the Requesting Party Access Point is not directly connected to Omantel Trunk Node to which the Customer is connected.

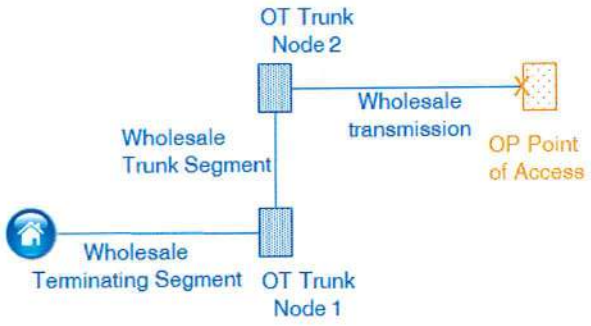


Figure 3-2 Termination Segment of Leased Line (Via a Trunk Segment)

3.3 The Requesting Party shall also request a Wholesale Transmission which will facilitate the connectivity between the Requesting Party and Omantel.

3.4 The Termination Segment of Leased Lines portfolio consists of the following bandwidths

(c) 2 Mbit/s

(d) 34 Mbit/s

(e) 155 Mbit/s

3.5 Upon receiving the request, Omantel can provide other bandwidths on terms and conditions agreed between both parties and Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. Such requests are handled according to Annex H.

4 Terms and Conditions

4.1 Services Provisioning:

4.1.1 The Service shall be subject to technical feasibility and availability.

4.1.2 The Service will be offered in locations only where Omantel has the end to end connectivity to the Customer's premises.

4.1.3 Omantel shall offer the Service for only those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer this is without prejudice to its right to pursue a claim for the amount due from the end Customer.

4.1.4 Omantel shall remain the owner of the Service. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in the Service with any Third Party Operator.

4.1.5 Omantel will be responsible to maintain the Service and shall ensure that the Service offered to the Requesting Party are at the same level of quality as those to Omantel's own Customers.

4.1.6 Left blank.

4.1.7 Upon receiving the request, Omantel will check the technical feasibility to provide the Services to the Requesting Party.

4.1.8 Omantel shall not be responsible for any work within the boundary of the Customer premises.

4.1.9 Omantel shall not be responsible for the quality of the Services offered by the Requesting Party to the Customer through Omantel Local Loops due to the last mile length.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall submit a copy of the Customer's application form duly completed and signed by the Customer for each Customer request. The request shall contain all necessary information about the Customer such as but not limited to the Customer details, the connectivity points and his connectivity requirement.

4.2.2 The Requesting Party shall be responsible of the availability and quality of the Services offered to its Customer.

4.2.3 The Requesting Party shall be responsible to invoice and collect the outstanding dues from the Customers for the purpose of providing the Services.

4.2.4 The Requesting party shall be responsible of providing, monitoring and maintaining the CPE at Customer location.

4.2.5 The Requesting Party shall pay Omantel the charges specified in Clause 7 below even if the Customer has not paid his dues to the Requesting Party.

4.2.6 The Requesting Party shall be responsible towards the Services quality provided to the Customer in case the requested capacity on the core and access network is not correctly designed and requested by the Requesting Party from Omantel.

4.3 Requesting Party shall setup a call center to address all complaints from its Customers.

4.4 Change request to existing link.

4.4.1 Upgrading the bandwidth orders are placed according to order procedures in Clause 6 of this Sub Annex.

4.4.2 The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.

4.4.3 New Contract Terms will be applicable for the upgraded link and the existing Contract Terms will be cancelled without any early termination charges provided that the new Contract Terms at least covers the remaining period of the previous Contract.

4.4.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Service and order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.

4.5 Contract Terms and Termination:

4.5.1 The minimum Contract Term is one (1) Year.

4.5.2 After the completion of the Contract Term:

4.5.2.1 If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA.

4.5.2.2 If no notice is provided at least one (1) month before the completion of Contract, the Contract will be automatically renewed on monthly rolling basis.

4.5.2.3 Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.

4.5.3 Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.

4.5.4 The Requesting Party can terminate the contract upon the request from the Customer without the Termination Fee if the Customer requested the Service from Omantel directly or through any Third Party Operator.

4.5.5 The termination will be in accordance with the procedures in Annex H.

5 Database

5.1 Omantel will install and keep updated a database consisting of all active and ordered Terminating Segment of the Leased Line of the Requesting Party. The database will consist of at least the following parameters:

(a) Customer Name

(b) actual bandwidth

(c) former bandwidth(s)

(d) Customer address

(e) order date

(f) agreed and promised delivery date

(g) actual delivery date

(h) reported faults

(i) maintenance actions taken

(j) installation fee

(k) monthly fee

(l) discount schemes applicable to the line

(m) length of line in Km

(n) the way in which Services is offered

5.2 The Requesting Party shall keep updated a database consisting of all active and ordered Terminating Segment of the Leased Line. The database shall contain all necessary information that will allow both Parties to reconcile accounts for charging purposes.

6 Ordering and Delivery

6.1 Ordering and delivery is handled according to Annex H in additional to the following Clauses.

6.2 The Requesting Party shall request the Wholesale Terminating Segment of the Leased Line of those Customers who are connected to Omantel Network.

6.3 Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. These delivery dates are subject to feasibility, cooperation of the Requesting Party and any other third Party and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.

6.4 The Requesting Party may only request the Service once every week on a week day agreed between both Parties. Both Parties agree on the number of connections that can be submitted at a time.

6.5 Omantel technician jointly with the Requesting Party's technician shall connect and test the Service,

6.6 The Requesting Party's network should be ready with the Services provisioning to the Customer to before Omantel and the Requesting Party teams jointly connect the Customer. This will ease testing the Services.

6.7 If Omantel rejects the Requesting Party request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable such as technical feasibility problems.

7 Tariff

7.1 The up to date tariff for the Services can be found in Annex M.

7.2 The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly, and obtain the necessary approvals from it.

8 Fault Management

8.1 Fault Management shall be handled according to Annex H in additional to the following Clauses.

8.2 The Requesting Party shall ensure to carry out the initial tests in respect of any fault in Customer connection in order to validate that the fault is not from the Requesting Party Network. In case the fault is not at the Requesting Party Network, the Requesting Party shall make available all reasonable and complete test details when reporting the fault to Omantel.

8.3 In case no Fault found from Omantel's side, the Requesting Party shall compensate Omantel the reasonable incurred cost of fault reporting, which it shall be able to substantiate on request.

9 Forecasts

9.1 Forecasting shall be handled according to Annex F.

Access and Interconnection Agreement

Sub Annex C-FA 11 Wholesale Trunk Segments of Leased Line

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1 General

1.1 This Sub Annex sets out the Omantel offer for Trunk Segment of Leased Lines.

1.2 Omantel through this access Service enables the Requesting Party to request leased capacity between two Trunk Nodes on Omantel's Network.

1.3 There are two types of Trunk Segment of Leased Lines:

1.3.1 Trunk segment of the local lines that uses terrestrial links.

1.3.2 Trunk segment of the local lines that uses submarine cables.

1.4 Distance is measured in a straight line (as crow flies * 1.30) between the Trunk Nodes.

2 Definitions

2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the following definitions:

2.1.1 Trunk Node – Omantel Equipment in the Omantel Exchange

2.1.2 Contract Term – the contract period of the Service provisioning starting from the Service provisioning date.

3 Trunk Segment of Leased Lines Service

3.1 Omantel offers the Requesting Party the possibility to connect two Omantel Trunk Nodes.



Figure 3-1 Trunk Segment of Leased Line

3.2 The Node 1 and Node 2 can be within the same exchange, or could be in different exchanges.

3.3 The Trunk Segment of Leased Lines portfolio consists of the following bandwidths

(a) 2 Mbit/s

(b) 34 Mbit/s

(c) 155 Mbit/s

3.4 Upon receiving the request, Omantel can provide other bandwidths on terms and conditions agreed between both parties and Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. Such requests are handled according to Annex H.

4 Terms and Conditions

4.1 Service Provisioning:

4.1.1 The Service shall be subject to technical feasibility.

4.1.2 Omantel shall remain owner of the Service. The Requesting Party shall not sublease, resell, pledge, assign, swap or transfer the services listed in this Sub Annex to any national or international carrier, operator, content provider or an affiliate. For the purpose of this clause, the provision of services by the Requesting Party to its Customers shall not be considered as resale of service. The Requesting Party shall not use the services listed in this Annex for the purposes of transiting international traffic through Oman or to connect two Submarine cables in Oman.

4.1.3 Omantel will be responsible to maintain the Service and shall ensure that the Services offered to the Requesting Party are at the same level of quality as those to Omantel's own Customers.

4.1.4 Upon receiving the request, Omantel will check the technical feasibility to provide the Service to the Requesting Party.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Service.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 7 below from the date of providing the Service.

4.3 Change request to existing link:

4.3.1 Upgrading the bandwidth orders are placed according to order procedures in Clause 6 of this Sub Annex.

4.3.2 The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.

4.3.3 A New Contract Term will be applicable for the upgraded link and the existing Contract Term will be cancelled without any early termination charges provided that the new Contract Term at least covers the remaining period of the previous cancelled Contract.

4.3.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Trunk Segment of the Lease Line and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.

4.4 Contract Terms and Termination:

4.4.1 The minimum Contract Term is one (1) Year.

4.4.2 If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.

4.4.3 If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed with the same Contract Term.

4.4.4 Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.

4.4.5 Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.

4.4.6 The termination will be in accordance with the procedures in Annex H.

5 Database

5.1 Omantel will install and keep updated a database consisting of all active and ordered Terminating Segment of the Leased Line of the Requesting Party. The database will consist of at least the following parameters:

(a) Operator Name

(b) actual bandwidth

(c) A end and B end

(d) former bandwidth(s)

(e) Operator address

(f) order date

(g) agreed and promised delivery date

(h) actual delivery date

(i) reported faults

(j) maintenance actions taken

(k) installation fee

(l) monthly fee

(m) discount schemes applicable to the line

(n) length of line in Km

5.2 The Requesting Party shall keep updated a database consisting of all active and ordered Terminating Segment of the Leased Line. The database shall contain all necessary information that will allow both Parties to reconcile accounts for charging purposes.

6 Ordering and Delivery

6.1 Ordering and delivery is handled according to Annex H in additional to the following Clauses.

6.2 Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party any other third Party. This delivery time is subject to feasibility, cooperation of the Requesting Party and any other third Party and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.

6.3 The Requesting Party may only request the Service once every week on a week day agreed between both Parties.

6.4 Omantel shall inform the Requesting Party once the link is activated. The Requesting Party shall test the link and within three (3) days return back to Omantel for any issues otherwise Omantel has the right to charge the Requesting Party from the Delivery Date.

6.5 The Delivery Date is subject to technical feasibility.

6.6 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable such as technical feasibility problems.

7 Tariff

7.1 The up to date tariff for the Services can be found in Annex M.

7.2 The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly, and obtain the necessary approvals from it.

8 Fault Management

8.1 Fault Management is handled according to Annex H in additional to the following Clauses.

8.2 The Requesting Party shall ensure to carry out the initial tests in respect of any fault in customer connection in order to validate that the fault is not from the Requesting Party Network. In case the fault is not at the Requesting Party Network, the Requesting Party shall make available all reasonable and complete test details when reporting the fault to Omantel.

8.3 In case no Fault found from Omantel's side, the Requesting Party shall compensate Omantel reasonable incurred cost of fault reporting, which it shall be able to substantiate on request.

9 Forecasts

9.1 Forecasting shall be handled according to Annex F.

Access and Interconnection Agreement

Annex F Forecast

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1 General

1.1 Forecasts are essential for, including but not limited to, the planning and dimensioning of the Omantel Network capacity, the deployment and roll out of Network facilities, and connecting and disconnecting end-users of the Requesting Party.

1.2 Omantel, at its sole discretion, may at any time in writing waive the Forecast Annex, or part of it, during the Agreement term. In the event that Omantel considers that it is appropriate in certain cases to waive the Forecasting requirements, it may do so subject to waiving them for all Requesting Parties that meet the same criteria on a fair and non-discriminatory basis. Omantel can also rescind waiver by informing the Requesting Party in writing.

1.3 The Requesting Party shall provide a preliminary forecast for the first 2 years at the time of requesting the Service. The Requesting Party should take proper measure while setting up the forecast.

1.4 The Requesting Party can adjust the preliminary forecast of the first year, 10 days before the start of the service provisioning. If the adjustment is not provided, the preliminary forecast will be considered as the Forecast of the first year. In all cases, the Requesting Party may adjust such forecast on a quarterly basis, in advance, so as to provide Omantel a more accurate picture of any forecasted changes. For the avoidance of doubt, any amended forecast issued on a quarterly basis shall be the one to prevail and upon which any commitment shall be based on. In the event that Omantel considers that it is appropriate in certain cases to waive the Forecasting requirements, it may do so subject to waiving them for all Requesting Parties that meet the same criteria on a fair and non-discriminatory basis.

1.5 The Forecasts shall be provided every year for a period of twelve (12) months covering one (1) calendar year, delivered to the Providing Party 10 Working Days before the start of each Quarter. The quarterly dates are 1st January, 1st April, 1st July and 1st October in each calendar year. In all cases, the Requesting Party may adjust such forecasts on a quarterly basis, in advance, so as to provide Omantel a more accurate picture of any forecasted changes. For the avoidance of doubt, any amended forecast issued on a quarterly basis shall be the one to prevail and upon which any commitment shall be based on.

1.6 The Forecasts shall be provided in good faith and based on reasonable and achievable numbers by the Requesting Party till the Agreement is ceased.

2 Definition

2.1 The Definitions in Annex L shall apply to this Annex F in addition to the following definitions:

2.1.1 Forecast – Twelve (12) months forecasted numbers per month per Service updated by the Requesting Party every year and submitted to the Providing Party.

2.1.2 Committed Forecast – 80% of the forecasted numbers per month described in Clause 1.3 and 1.4.

3 Forecast Minimum Commitment

3.1 The Requesting Party shall commit to 80% of the forecasted numbers.

3.2 The underutilization charges are applicable when the Order is less than the Minimum Commitment.

3.2.1 For capacity orders it is calculated as:

A = ((80% x B)-C) x D

Where:
A is the underutilization charge payable;
B is the forecasted Capacity;
C is the Capacity ordered not including cancellations of Capacity Orders; and
D is forty per cent (40%) of the installation Charge for each unit of the Capacity order.

3.2.2 For Services not covered above, where Requesting Party's actual order numbers are less than 80% of the forecasted numbers and if Omantel, based on such forecasts, has purchased any equipment or facilities that cannot be reasonably used elsewhere within the network then the Requesting Party may be obliged to pay all objectively incurred costs that have been incurred by Omantel provided Omantel shall substantiate all such costs on request.

3.3 Omantel has also the right, at its sole discretion, but on a reasonable and non-discriminatory basis, to waive the Committed Forecast for a particular period. Waiver of the Committed Forecast for one period shall not be a precedent for waiver of the Committed Forecast for any future period.

4 Actuals Exceeding Forecast

4.1 If the Requesting Party's actual numbers exceed the Forecast by 20% at any time, Omantel shall not be bound by the SLAs defined in Annex H and the SLAs in the applicable Service Sub-Annex in Annex C.

Access and Interconnection Agreement

Annex H Ordering, Delivery, Fault Handling and Service Levels

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1 Definition

1.1 Definitions are handled according to Annex L in addition to the following.

1.2 The Critical Networks elements - are RNCs, Mobile HSS, MSS, MGWs, Mobile PS core, Fixed NGN Soft Switch and IP core

2 Orders and Requests

2.1 The Requesting Party submits to Omantel orders (Submission of Order, SO) concerning services contained in Annex C and the Sub-Annexes or submits Requests (Submission of Request, SR) for services or actions not agreed.

2.2 Orders and requests shall be in writing and be signed by authorized staff of the Requesting Party. The Requesting Party e-mails and faxes the order to the designated Omantel contact point according to Annex K.

2.3 Orders may be deemed to be Non-standard when a significant and demonstrable impediment exists in Omantel, the effect of which is to prevent timely delivery of the ordered Services. Non-standard Orders are to be treated as Requests. In such cases the Requesting Party shall be notified, with reasons, within seven (7) days of receipt of its Order that its Order will be treated as Non-standard one.

2.4 Omantel shall complete feasibility study of at least 70% of the Orders within specific time frame described under this Annex and the relevant Sub Annex of the Services during a calendar year.

2.5 Omantel shall provide 80% of the Orders that have passed the feasibility during a calendar year. This figure shall increase to 90% after 12 months have elapsed from the date of the TRA Decision approving this RAIO. For the avoidance of doubt, this figure will be subject to the Requesting Party having fully cooperated with Omantel and that no delays have been caused by factors outside Omantel's control.

3 Ordering

3.1 Omantel shall as soon as possible and latest 2 Working Days after receiving the Submitted Order (SO) send an Order Acknowledgement (**OA**) that Omantel has received the Order.

3.2 An Order shall, to be deemed valid, include all of the information which is needed. Omantel shall, in the case of each service that may be ordered pursuant to this Agreement, provide a form which will indicate clearly all such needed information.

3.3 No order should consist of more than one service or group of services, to avoid misunderstanding.

3.4 Where clarification is required for an Order, Omantel will discuss the same with the requesting party before the Order is placed. Omantel will contact the designated Requesting Party contact as detailed in the Order.

3.5 Omantel shall latest by five (5) working days after the OA, issue a suggested written Delivery Order Offer (DOO) to the Requesting Party. The DOO consists of the ordering details given by the Requesting Party and the Delivery Due Date (DDD) Omantel is prepared to deliver. The Delivery Order Offer is valid for (2) two weeks unless and otherwise specified in the DOO.

3.6 The Requesting Party accepts the Delivery Order Offer by signing it and sending it to the Omantel designated contact person and thereby the Acceptance of Order (**AO**) document is considered to be a binding agreement between the parties. If the Requesting Party does not sign the Delivery Order Offer or sends it to Omantel after the validity period is over, the Delivery Order Offer shall be deemed as declined.

3.7 The Parties may jointly agree in writing to handle changes and cancellations of orders as is suitable on a case by case basis involving both Parties best efforts to solve the mutual problem that changes and cancellations incur. If the Parties cannot find a mutual solution, a change of an order shall be deemed to be an order cancellation followed by a new order.

4 Request Management

4.1 Omantel shall as soon as possible and latest 2 Working Days after receiving the Request send a Request Acknowledgement (**RA**) that Omantel has received the Request.

4.2 A Request shall consist of all the information according to the Requesting Party's reasonable judgment that is needed for Omantel to process the request. If as per reasonable judgment of Omantel further information is required, Omantel shall specify such information to the Requesting Party within (2) two weeks from sending the (RA).

4.3 Where clarification is required for a Request, Omantel will discuss the same with the Requesting Party before the Request is placed. Omantel will contact the designated Requesting Party contact as detailed in the Request.

4.4 Omantel shall use all reasonable endeavors to promptly give a written answer on a Request to the Requesting Party in the form of a Delivery Request Offer (DRO) consisting of the Request details given by the Requesting Party, the Delivery Due Date (DDD) and the period for which the Delivery Request Offer is valid. If Omantel, after thirty (30) Working Days, is still not in a position to provide an answer to the Requesting Party, Omantel shall notify the Requesting Party why an answer cannot be provided, setting out the reasons why it is not able to do so and what steps it is taking to rectify the situation, and also specify a Date when Omantel, using its best judgment, can provide an answer to the Request.

4.5 The Requesting Party accepts the Delivery Request Offer by signing it and sending it to the Omantel designated contact person and thereby the Acceptance of Request (**AR**) document is considered to be a binding agreement between the parties. If the Requesting Party does not sign the Delivery Request Offer and sends it to Omantel before the validity period is over, the Delivery Request Offer shall be deemed as declined.

5 Delivery

5.1 This Clause is applicable to Accepted Orders (AO) and Accepted Requests (AR).

5.2 If a delay is partly or totally dependent on actions taken or not taken by the Requesting Party (Requesting Party Delay), Omantel shall notify the Requesting Party's designated contact, in Annex K. The Requesting Party Delay is defined as any delay caused by circumstances arising when the Requesting Party lack of readiness affects progress on provisioning or repair. The Delivery Due Date, defined herein above, shall be extended by the number of working days of the Requesting Party Delay. Likewise, if Omantel delayed the Delivery beyond the delivery due date, the Requesting Party shall notify Omantel's designate contact, in Annex K.

5.3 Omantel shall, when a Service is delivered and if tested as agreed, notify the Requesting Party that the delivery is completed (Notification of Delivery, **ND**) within 3 working days. Such Notification of Delivery shall be executed by facsimile and/ or e-mail addressed to the position responsible for order management in Annex K. The Notification of Delivery shall contain but is not limited to the following information:

(a) Identification number of the Delivery

(b) Applicable Dates

(c) Service description or name

(d) Contact information of persons connected to the Delivery

5.4 Unless other period is agreed between the Parties, if the Requesting Party finds that the Delivery is not completed properly the Requesting Party must notify Omantel within three (3) Working Days after the expiry of the Delivery Due Date or after the Notification of Delivery, whichever is the later. Such notification ("Notification of non-compliance of Delivery", **NCD**) shall be by e-mail and/ or facsimile addressed to the position responsible for order management in Annex K and consist of, the following

(a) Identification number of the Delivery

(b) Applicable Dates

(c) Service description or name

(d) Contact information of persons connected to the Delivery

(e) The missing parts of the Delivery

(f) References to Order or other agreement to verify that the complaint is valid

5.5 If such Notification of non-compliance of Delivery is not sent to Omantel within the timeframe given in 5.4 the delivery shall be deemed completed.

5.6 Omantel shall upon receiving a Notification of non-compliance of Delivery immediately take all necessary actions to correct the Delivery within seven (7) Working Days or within such other period as may be agreed between the Parties in writing.

5.7 If the reported non delivery is subsequently found to be incorrect and commercial service was available on the Delivery Due Date, the original date of the completion notice shall apply. Omantel has the right to recover the reasonable and normal costs associated in investigating reported non delivery issues, in the Omantel network, which Omantel shall specify, in reasonable detail.

5.8 If the Parties cannot agree to the processes set out in clause 5.2 or clause 5.5, one of the Parties can notify the other that there is a dispute and handle it according to Section 16 in the Main Body of this Agreement.

5.9 Omantel shall deliver 80% of the Services, that have passed the feasibility and for which the Delivery Due Date has been committed, within the Delivery Due Date described under this Annex and the relevant Sub Annexes of the Services during a calendar year. This figure shall increase to 90% after 12 months have elapsed from the date of the TRA Decision approving this RAIO. For the avoidance of doubt, this figure will be subject to the Requesting Party having fully cooperated with Omantel and that no delays have been caused by factors outside Omantel's control.

5.10 Omantel shall deliver 80% of the delivered Service without any fault within the first three (3) Working Days from the date of the delivery during a calendar year.

6 Cancellation

6.1 Cancellation fees are, as applicable, specified for the services in this Sub Annex, Sub Annexes of C or/ and Annex M.

6.2 Cancellation before the Delivery due date:

6.2.1 Cancellation of orders prior to an agreed delivery date is subject to charges. If the Parties have not agreed otherwise or cancellation fees are not specified in a Sub Annex C or Annex M, the cancellation fee shall be equal to all costs reasonably incurred and not recovered as a result of the early cancellation. Omantel shall be able to substantiate such costs on a request in writing by the Party cancelling the service.

6.3 Cancellation after Delivery Due Date is missed:

6.3.1 If the Order delivery extends beyond 15 Working Days from the original Delivery Due Date for Orders as defined in Clause 3.5 of this Annex H and 30 Working Days from original Delivery Due Date for Requests as defined in Clause 4.4 of this Annex H, the Requesting Party has the option of cancelling the order without payment of any charges, costs or penalties. For the avoidance of doubt, this figure will be subject to the Requesting Party having fully cooperated with Omantel and that no delays have been caused by factors outside Omantel's control.

7 Service Levels

7.1 The Parties shall commence working together to establish metrics and procedures for Service Levels. The following Key Performance Indicators (KPI's) will be used initially until the Parties agree otherwise. For the avoidance of doubt, the following Key Performance Indicators (KPIs) will be subject to the Requesting Party having fully cooperated with Omantel and that no delays have been caused by factors outside Omantel's control.

7.2 The Parties agree to report on a quarterly basis to the other Party only the KPI's that have not been achieved the previous quarter.

7.3 The quarterly report shall only be sent by each Party within the first ten (10) Working Days of the new quarter if requested within two (days).

7.4 The Parties may agree in writing to waive or change the process of providing the quarterly report. The agreement might be reviewed in case if any party requested otherwise.

7.5 Key Performance Indicators of the POIs:

KPI	Measurement and definition	Omantel target
Availability of POI	Measurement taken over calendar year.	>= 99.95 %
Time To Resolve critical faults	Measured as an average of the calendar year	95% within 2 hours 99% within 4 hours
Informing the other Party in case Non Availability of the service as determined by the NOC	Measured as an average of the calendar quarter.	<= 30 minutes

Table 7-1 Key Performance Indicator of the POIs

7.6 Key Performance Indicators of the Critical Network Elements:

KPI	Networks segments	Omantel target
Critical networks Availability	Measurement taken over calendar year.	99.999%
Time To Resolve critical faults	Measured as an average of the calendar year	98% within 4 hours
Informing the other Party in case Non Availability of the service as determined by the NOC	Measured as an average of the calendar quarter.	2 hours

Table 7-2 Key Performance Indicator of Critical Network

7.7 Outages due to Force Majeure and planned work should be considered as available time.

7.8 Other Key Performance Indicators:

KPI	On Mobile Network	On Fixed Network
Call set up time	Not more than 7 sec	Not more than 7 sec
Call Setup Success Rate	Greater than 98%	Greater than 98%
Drop rate	Less than 0.8%	
Successful data transmission	Not less than 99%	Not less than 99%
Congestion factor	2%	2%

Table 7-3 Other Key Performance Indicator

8 Fault Classification

8.1 To achieve a functioning Interconnect, with minimum service interruptions or any other faults, Omantel and Requesting Party shall co-operate in the operation and maintenance of their networks.

8.2 The Parties will monitor their respective Networks and the interconnection interfaces according to their respective responsibility. The Parties shall report faults to the other Party's position responsible for fault reporting in Contacts in Annex K.

8.3 The Parties agree the following fault classification principles will apply. Pending deployment of enhanced TMN facilities by Omantel, the Parties commit to work together in good faith to establish the classification of faults in specific instances.

8.4 The Table below defines Fault Severity levels.

Fault Category	Description
Service-Affecting Faults	Service Interruptions to other Party.
Non- Service-Affecting Faults	No Services Impacts

Table 8-1 Fault Severity Level

8.5 Responsibilities of the Parties

8.5.1 The parties shall co-operate and strive to assist each other in handling the Faults arising in either Party's network or which affect the Interconnection between the Parties.

8.5.2 In the event of important problems that may be estimated to affect the Interconnection between the Parties' networks, the Parties shall inform each other in an appropriate manner. If a Party considers that changes made by the other Party are detrimental to the traffic in its Network, the Parties shall discuss the issue.

8.6 Each Party is allowed to make changes in its network due to problems observed in either Party's network. If necessary, the Party concerned shall inform the other Party about when such measures will be taken, and propose measures in view of eliminating the problems.

8.7 Each Party shall supervise and monitor to a reasonable level key relevant elements in its network, 24 hours a day 365 days a year.

8.8 Each Party shall be capable of receiving and acting upon Fault Reports 24 hours a day 365 days a year by telephone, fax or e-mail.

9 Fault Repair Procedures

9.1 This section describes the measures, information flow and undertakings between the Parties for maintenance of the Interconnection.

9.2 The purpose of the fault handling procedures is to ensure that faults are detected by the Parties, and that the Parties inform each other of detected faults and that these faults are rectified as soon as possible.

9.3 Table 9-1 below indicates the target time for the rectification of Faults in order to remove the adverse effects on the reporting Party's Network and customers. All faults must be fully repaired and rectified relative to the original routes/POI encountering the reported fault and are not considered repaired or rectified if the traffic has been rerouted. Without limitation of the foregoing, in the event that fault rectification is not possible within a time acceptable to both Parties, the Parties agree to work together to arrive at such interim solution or "Workaround" solution, as may have the effect of maintaining service and/or reducing and/or eliminating adverse effects.

Fault Category	Fault Repair Action start time	'Maximum Fault Repair Time' by the Party in whose network the fault exists	'Fault Status Reporting' by the Party in whose network the Fault exists
Networks with Service Affecting Faults	30 minutes	12 hours from reporting time	Every 2 hour
Networks with Non – Service Affecting Faults	Same day	72 hours from reporting time	Once every day

Table 9-1 Fault Repair Time and Fault Reporting

9.4 Table 9-2 below indicates the target repair times for Network Element Outages.

Category	Definition	Maximum Fault Repair Time
Critical	Affecting the entire network, the core of the network or greater or equal to 20% of the traffic in the served area by the MSC which suffers from the outage.	One hour
Major	Affecting a part of the network (or the components of the aggregate part of the network), and influencing less than 20% of the traffic.	Four hours
Minor	Affecting individual sites and/or components at the edge level of the network that do not interrupt services or performance and exceeding 12 hours.	One day
Emergency	Outages affecting the Emergency services	30 minutes

Table 9-2 Network Element Outage repair time

9.5 If a Party detects a fault, the Party shall inform the other Party in a Fault Report, containing mandatory information in order to facilitate the fault rectification process.

9.6 Fault Report content information:

(a) Time of Fault reporting by telephone;

(b) The tests/results carried out to confirm that the Fault does not exist in the reporting Party's network;

(c) Identity of POI and circuits affected;

(d) Fault description (e.g., when, A & B numbers affected, traffic direction, intermittent, continuous, line quality or user problems);

(e) Reporting Party's reference fault number;

(f) Fault Category – Critical or Major or Minor (to be solely determined by the Fault Reporting Party);

(g) Contact details of the reporting Party;

(h) Receiving Party's trouble ticket number;

9.7 The Fault Report should be made by telephone first and subsequently supported by e-mail or facsimile to the designated address for receiving Fault Reports of the receiving Party within one (1) hour as stated in Annex K "Contact Points".

9.8 The following procedures shall be applied:

(i) The Party detecting a fault shall first check and perform tests to demonstrate that the fault is not located in its own network.

(j) The fault reporting centre of the Party detecting a fault shall report the fault to the fault report centre of the other Party,

(k) The fault report centre of the Party receiving the Fault Report shall contact the other Party for co-operation.

(l) If a fault is reported, the receiving Party will create a 'Trouble Ticket and number' that shall be used by both Parties.

(m) The receiving Party shall provide Fault Status Reports to the reporting Party with details on actions taken and diagnosis as set out in Table 9-1 above.

(n) If the fault is not completely rectified within the Fault Repair Time, the problem may be escalated by the reporting Party to the next Escalation Level within the receiving Party's organisation according to the fault escalation tables in Annex K.

(o) The receiving Party shall inform the reporting Party by telephone and facsimile and/or e-mail if it believes that it has solved the Fault, in order for the reporting Party to carry out tests in its own network as quickly as possible.

(p) In the event that the reporting Party does not accept that the fault has been rectified the reporting Party will promptly so inform the receiving Party for further action or escalation as may be agreed by the Parties,

9.9 If any of the reported Faults is not permanently solved in the 'Fault Repair Time' stated in Table 9-1 above, the reporting Party may escalate the issue within the receiving Party's organisation as stated in "Annex K Contacts"

9.10 If requested by either Party, the Parties shall prepare forms or master documents for Fault Reports and Trouble Tickets or any other information exchanged between them for communication purposes.

9.11 For all fault reported by the Requesting Party, in case no fault is found from Omantel side, the Requesting Party shall compensate Omantel for all costs to investigate the fault. The charges are listed in Annex M.

10 Planned Work

10.1 'Planned Work' is defined as: Work on a circuit, equipment or installation used for an Interconnection between the Parties or Any work in a Party's network that will or may affect Services.

10.2 The 'Planned Work Notice' information shall include the following details:

(a) Date, Sender's name, telephone, mobile phone, fax and e-mail contacts;

(b) Job reference number;

(c) Date and time at which the work will start, and planned duration;

(d) Adequate description of the work;

(e) POI and circuits that will or may be affected;

(f) Expected type of disturbance;

(g) Any other information.

10.3 The Party wishing to perform 'Planned Works' must inform the other Party by prior e-mail and/or facsimile with a 'Planned Work Notice' according to the timeframes set out below.

10.4 The Party intending to carry out Planned Work shall send a 'Planned Work Notice' to the other Party fourteen (14) Calendar Days in advance of the 'Planned Work' commencement date by facsimile or e-mail to the designated address for Planned Work Notifications of the other Party in Annex K. Notwithstanding the foregoing, nothing in this Clause shall be construed to prevent the immediate execution of emergency work which in the reasonable judgment of either Party is both urgent and necessary provided always that the Party intending such work shall as soon as is reasonably practical following the identification of such emergency work inform the other Party by facsimile or e-mail of such intention. For the avoidance of doubt 'emergency' as referenced in this Clause shall be deemed to encompass a directive of the TRA or of a court of competent jurisdiction the terms of which require immediate action of the Party to whom the directive refers.

10.5 Any upgrade or change to any hardware, software or configuration concerning interconnection signalling / switching / transmission systems, shall require twelve (12) weeks prior notice or such other notice period agreed in writing, by the Parties. This Notice shall be sent by facsimile and e-mail to the other Party's designated address for Planned Work Notifications in Annex K "Contact Points". During these 12 weeks, the following procedure shall occur:

10.6 The Parties shall exchange the specifications (relevant to interconnection interoperability) of the changes to be implemented;

10.7 If required by the Party being served by the notice, a detailed test plan will be developed and implemented to validate functionality (the selection of a set from the regression test);

10.8 The Parties will validate the new specifications and certify to support them; and

10.9 A migration plan will be developed and implemented for the new software to be validated, which shall be incorporated into the new operational configuration.

10.10 Escalation Procedure in a "Planned Work Notice" dispute:

10.10.1 If the 'Planned Work Notice' cannot be mutually agreed by the Parties, the following escalation routes shall be followed:

Planned Work Escalation Time if operational contacts disagree	Escalation Level	OMANTEL Planned Work Escalation Receiving Contact	Requesting Party Planned Work Escalation Receiving Contact
Issuing Notice		NOC First operational contact	NMC First operational contact
1 Day from Notice	1	Manager Front Office	Interconnect Service Operations Manager
2 Days from Notice	2	GM Operations & Maintenance	Operations Manager
3 days from Notice	3	VP Integrated Networks and Technology	Technical Director

Table 10-1: Planned Work Notice

10.10.2 If the Planned Work exceeds the time limits set out in the Planned Work Notice, then the Planned Work is treated as a fault according to Section 8 and Section 9.

11 Operational Meetings

11.1 The Parties will convene Operational/Implementation Meetings which will inter alia serve as the forum for the review of Faults and Planned Works. These meetings will take place once every three months or as such other frequency as agreed by the Parties.

11.2 If it was found that it is necessary to have some joint manuals, the Parties may agree to develop a joint working documents to address the followings:

11.2.1 Network alteration and data management amendments

11.2.2 Maintenance process.

11.2.3 Network termination unit installation.

Access and Interconnection Agreement

Annex J Non-Dosclosure Agreement

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1 Definition

1.1 The Definitions in Annex L shall apply to this Annex J in addition to the following definitions.

1.1.1 Owner: either party that own the information or have the information in its custody about the party or its customers.

2 Non-Disclosure Agreement.

2.1 Whereas, in their business, the Parties ("the Parties") to this Agreement have valuable information and it is necessary to protect some of this information as Confidential Information and as valuable trade secrets.

2.2 Whereas, pursuant to the performance of this Agreement, either Party may become acquainted with or come into possession of Confidential Information belonging to the other Party. In such cases the Party providing this information shall be designated "the Owner", and the Party receiving this information shall be designated "the Recipient".

2.3 For the purpose of this Agreement "Confidential Information" includes information of whatever nature relating to either Party or its customers which is not publicly available and which is obtained as a result of or in connection with this Agreement or the negotiations thereof or the activities of either Party in relation to the Access Agreement including without limitation information acquired either in writing, electronically or orally from or pursuant to discussions with:

2.3.1 the directors, officers or employees of either Party, and/or

2.3.2 either Party's professional advisers;

2.3.3 analyses, compilations, studies and other documents prepared by or on behalf of either Party and of their employees or advisers;

2.3.4 information of whatever nature which is not in the public domain relating to either Party obtained by observation by the other Party; and

2.3.5 Confidential Information, if disclosed in writing shall be clearly marked as "Confidential" at the time of disclosure and Confidential Information, if disclosed orally shall be identified as being "Confidential" at the time of disclosure and this fact shall be confirmed by the Owner in writing within 5 working days of the disclosure.

2.4 These terms and conditions will not apply to any Confidential Information which:

2.4.1 is or becomes publicly available through no fault of the Recipient;

2.4.2 can be demonstrated to be already known to the Recipient at the time of disclosure;

2.4.3 information that is received without obligation of confidentiality from a Third Party who did not acquire it under an obligation of confidentiality from either Party or that is independently developed by the Recipient; and

2.4.4 is required to be disclosed by a government regulatory body or a court or other comparable authority of competent jurisdiction.

Therefore, in consideration of the disclosure to each Party of Confidential Information by the other and in consideration of the mutual promises contained in this Non-Disclosure Agreement, it is agreed as follows:

2.5 Each Party undertakes with the other that the Confidential Information shall be used by it only for the purpose of or to facilitate Access or Interconnection and for no other purposes whatsoever.

2.6 Subject to Clauses 2.7.3, 2.7.6 and 2.7.7 below, neither Party will without the prior written consent of the other disclose or cause to be disclosed or used by any third party at any time any Confidential Information.

2.7 In order to secure the confidentiality attaching to Confidential Information, each Party and those allowed access to Confidential Information pursuant to Clause 2.7.3 below shall:

2.7.1 keep all documents and any other material bearing or incorporating any of the Confidential Information at the Recipient's usual place of business;

2.7.2 in relation to the reproduction, transformation, or storage of any of the Confidential Information in an externally accessible computer or electronic retrieval system, shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature;

2.7.3 allow access to Confidential Information exclusively to those agents, professional advisers and employees of the Recipient who have a reasonable need to see and use it to facilitate

Access or Interconnection and shall inform each of the said agents, professional advisers and employees of the confidential nature of the Confidential Information and of the obligations on the Recipient in respect thereof and undertake to use all reasonable endeavors to ensure that such agents, professional advisers, and employees honor these obligations;

2.7.4 on reasonable request of the Owner shall make available to the Owner, as far as reasonably practicable, the documents and other material in possession, custody or control of the Recipient that incorporate any part of the Confidential Information;

2.7.5 treat in the same manner as is agreed to treat Confidential Information, all copies of any analyses, compilations, studies or other documents prepared by it or its advisers containing or reflecting or generated from any Confidential Information;

2.7.6 allow access to the Confidential Information only to suppliers of the Recipient who have reasonable need to see and use this Confidential Information for the purposes of supply of services and products to the Recipient. In which case the Recipient undertakes to ensure that such suppliers comply with conditions 2.7.1 to 2.7.5 as described above for their use of the Confidential Information;

2.7.7 allow access to the Confidential Information only to the TRA or other governmental authorities.

2.8 Each Party understands and acknowledges that neither is making any representation or warranty, express or implied as to the accuracy or completeness of the Confidential Information and neither of them will have any liability to the other or any other person resulting from the Confidential Information or its use thereof.

2.9 The Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this undertaking by either of them. In the event of a breach or threatened breach of this Agreement by either Party, the other Party ("the aggrieved Party") shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and, without prejudice to the foregoing, the other Party agrees to indemnify the aggrieved Party against any loss, claims, damages or

liabilities by it as a result of or arising out of any such breach provided always such liability is limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR 1,000,000) for all events (connected or unconnected) in any period of 12 calendar months.

2.10 Any dispute arising out of or in connection with this Annex shall be finally settled by Omani Courts.

2.11 This Annex shall continue and survive the completion of the purpose of this Agreement and shall remain binding for a period of three (3) years thereafter.

Access and Interconnection Agreement

Annex K Contacts

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1 General

1.1 This Annex K 'Contact Points' lists the contact points for both Parties related to services provided under this Agreement. This Annex will be regularly updated at the Operational Meetings.

1.2 Either Party may amend their contact information within this Annex if required, with one (1) week prior notice to the other Party. In exceptional cases, either Party may make changes to the contact information without prior notice but must inform the other Party as soon as reasonably possible. The case(s) for exceptional circumstances shall be agreed between the Parties during regular operational meetings.

2 Operational Meeting Contact Points

2.1 The parties shall meet within one (1) month of commencement of this agreement to establish Operational processes and procedures necessary, including updating the contact details in Clauses 3, 4 and 5 below to ensure that obligations of both Parties under this agreement are fulfilled.

3 Contact Point

3.1 Except, if specifically provided otherwise, all communications relating to this Interconnection Agreement regarding Interconnection Provisioning shall be to the following contact points:

3.1.1 Omantel Contact Points

OMANTEL Name/Position Department / Address	Telephone: Mobile: Fax: E-Mail:	Location/Area
Wholesale Billing (Products)	Group Email E-Mail WholesaleProductsBilling@omantel.om	• Sending and Receiving Invoices • Invoice enquiries **Level 1**
Wholesale Billing (Traffic)	Group Email E-Mail Settlement&collection.wholesale@omantel.om	
Manager, Billing (Products)	Ahlam Al Wahaibi Telephone: +968 24242001 Mobile: +968 99877622 E-Mail: Ahlam.Wahaibi@omantel.om	• Management of Invoices • Receiving Invoices • Invoice enquiries **Level 2** • Billing Dispute Notices Receipt, pursuant to Annex B Billing and Payment • Billing Disputes **Level 1** • Omantel responsible coordinator for the Operational Meetings
Manager, Billing (Traffic)	Maisa Masoud AL- Harthi Telephone: +968 24244806 Mobile: +968 99111555 E-Mail: Maisa.Harthi@omantel.om	
GM, Operation	Salim Al Mazrui Telephone: +968 24244918 Mobile: +968 99347934 E-Mail: Salim.Mazrui@omantel.om	• Billing Disputes **Level 2**
Accounts Receivable Section, Financial Unit	Fathiya Al Zadjali Telephone: +968 24241425 E-Mail: Fathiya.Zadjali@omantel.om	• Bank details for payment of invoices

3.1.2 The Requesting Party Contact Points

MAHD SATELLITE SERVICES Name/Position Department / Address	Telephone: Mobile: Fax: E-Mail:	Location/Area
Billing & Collection Manager	Rameez rameez@mahd-projects.com +968 93588131	• Sending and Receiving Invoices • Invoice enquiries **Level 1**
Head of Finance	Rameez rameez@mahd-projects.com +968 93588131	• Management of Invoices • Receiving Invoices • Invoice enquiries **Level 2** • Billing Dispute Notices Receipt, pursuant to Annex B Billing and Payment • Billing Disputes **Level 1** • Omantel responsible coordinator for the Operational Meetings
Head of Finance	rameez@mahd-projects.com +968 93588131	• Billing Disputes **Level 2**
Senior Accountant	rameez@mahd-projects.com +968 93588131	• Bank details for payment of invoices

4 Operation and Maintenance Contact Point

4.1 Except, if specifically provided otherwise, all communications relating to this Interconnection Agreement regarding Operation and Maintenance shall be to the following contact points:

4.1.1 Omantel Contact Points

OMANTEL Name/Position Department / Address	Telephone: Mobile: Fax: E-Mail:	Location/Area
Omantel TX team	Omantel NOC Telephone: +968 2424 3900 2424 3902 2424 3905 2424 3903 2424 1710 E-Mail: NOCTxTeam@omantel.om NOCIPMPLSFrontOffice@omantel.om	• 24/7 initial fault reporting/receiving national network • General Network Queries • 24/7 support
Front Office NOC Team Leader	Sultan Humaid Abdullah Al Abri Mobile: +968 98299934 E-mail: Sultan.abri@omantel.om	• Fault Escalation Level 1
NOC Manager	Turki Mohammed AL- Busafi Mobile: +968 99228781 E-mail: Turki.Busafi@omantel.om	• Fault Escalation Level 2
NOC Senior Manager	Faisal Sarhan Sultan Alalwi Mobile: +968 99437033 E-mail: Faisal.Alalwi@omantel.om	• Fault Escalation Level 3
Technical Operations General Manager	Abdullah Ahmed Al-Masfari Mobile: +968 99266692 E-mail: Abdullah.Masfari@omantel.om	• Fault Escalation Level 4

GM Wholesale Operations	Salim Al Mazrui Telephone: +968 24244918 Mobile: +968 99347934 E-Mail: Salim.Mazrui@omantel.om	• Commercial / Agreement
Senior Manager Service Delivery & Traffic Management	Mundhir Mohammed Al Raisi Mobile: +968 99417194 E-mail: Mundhir.raisi@omantel.om	• Failure Management and Operational & Maintenance meetings with Omantel
Manager, Customer Service	Khalid Hamoud Al Wadhahi Mobile: +968 99433566 E-mail: Khalid.Wadhahi@omantel.om	• Planned Works • Statistical Measurement of network and interconnect service performance • Notifications of Planned Works • Notification and receipt of Dispute of Planned Works pursuant to Annex H
Manager, Service Delivery	Said Majid Mohd Al kindi Mobile: +968 99818190 E-mail: Said.Kindi@omantel.om	• Repetitive problems, performance deterioration, long-duration failures and problems at sensitive sites • Test Calls
Key Account Manager (Commercial Focal Point)	Nassr Zahir Al Hadhrami Mobile: +968 95929692 E-mail: nassr.hadhrami@omantel.om	• Network Planning & Design • Order Management • (placing or receiving: orders, order cancellation or service termination for Interconnection: POIs, switching, signaling, transmission, leased circuits or port capacity

4.1.2 The Requesting Party Contact Points

MAHD SATELLITE SERVICES Name/Position Department / Address	Telephone: Mobile: Fax: E-Mail:	Location/Area
Front Office NOC	Syed Ehtisham Aziz +968 9399 4824 Syed.aziz@mahdsatellite.com	• 24/7 initial fault reporting • General Network Queries • 24/7 support
Front Office NOC Supervisor	Syed Ehtisham Aziz +968 9399 4824 Syed.aziz@mahdsatellite.com	• Fault Escalation Level 1
Senior Head of Engineering	Syed Ehtisham Aziz +968 9399 4824 Syed.aziz@mahdsatellite.com	• Fault Escalation Level 2

5 Serving of Notices Pursuant Resolution of Disputes of the Main Agreement.

5.1 Except, if specifically provided otherwise, all Notices and other communications relating to this Interconnection Agreement (Level 1) shall be in writing and shall be sent as follows:

If to Omantel:	
Title:	SM National Accounts & Interconnection, Wholesale Business Unit Yasser Redha Al Lawati
Phone:	+968 24244696
Mobile:	+968 93111222
E-Mail:	yasser.redha@omantel.om
Address:	Omantel Head Quarters Al Mawaleh Sultanate of Oman

If to the Requesting Party:	
Title:	Darren True
Phone:	+968 2459 6333
Mobile:	+968 9533 9180
E-Mail:	darren.true@mahdsatellite.com
Address:	Villa 36 Ground Floor (NOC) Way No – 164 Al Ansab Sultanate of Oman
Facsimile:	

or to such other addresses as the Parties may notify from time to time pursuant to this Annex K.

5.2 The Level 2 escalation points within the Parties in relation to resolution of Disputes shall be as follows:

If to Omantel:	
Title:	GM, Capacity & National Accounts, Wholesale Business Unit Johannes Gerben Boersma
Phone:	+968 24244738
Mobile:	+968 92844677
E-Mail:	Johannes.Boersma@omantel.om
Address:	Omantel Head Quarters Al Mawaleh Sultanate of Oman

If to the Requesting Party:	
Title:	Darren True.
Phone:	+968 2459 6333
Mobile:	+968 9533 9180
E-Mail:	darren.true@mahdsatellite.com
Address:	Villa 36 Ground Floor (NOC) Way No – 164 Al Ansab Sultanate of Oman

or to such other addresses as the Parties may notify from time to time pursuant to this Annex K.

5.3 The Level 3 escalation points within the Parties in relation to resolution of Disputes shall be as follows:

If to Omantel:	
Title:	VP, Wholesale Business Unit Sohail Qadir
Phone:	+968 24244988
Mobile:	+968 99441787
E-Mail:	Sohail.Qadir@omantel.om
Address:	Omantel Head Quarters Al Mawaleh Sultanate of Oman

If to the Requesting Party:	
Title:	Darren True.
Phone:	+968 2459 6333
Mobile:	+968 9533 9180
E-Mail:	darren.true@mahdsatellite.com
Address:	Villa 36 Ground Floor (NOC) Way No – 164 Al Ansab Sultanate of Oman

or to such other addresses as the Parties may notify from time to time pursuant to this Annex K.

Access and Interconnection Agreement

Annex L Definintions

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1 General

1.1 This Annex lists the abbreviations and terms used in the Access and Interconnection Agreement.

2 List of Abbreviations

Abbreviation	Definition
AO	Acceptance of Order
AR	Acceptance of Request
CD	Completion of Delivery
CDR	Call Detail Record
CLI	Calling line identification
CLIP	Calling line identification presentation
CLIR	Calling line identification restriction
DDD	Delivery Due Date
DDF	Digital Distribution Frame
DOO	Delivery Order Offer
DRO	Delivery Request Offer
E1	2 Mbit/s transmission
GMP1	Providing Party Primary Switch in Greater Muttrah
GPRS	General Packet Radio Service
HLR	Home Location Register
IMSI	International Mobile Subscriber Identity
ISC1	Providing Party International Switch in Greater Muttrah
ISC2	Providing Party International Switch in Muscat
IP	Internet Protocol

Abbreviation	Definition
MDF	Main Distribution Frame
MGW	Media Gateway
MMS	Multimedia Message Service
Mobile HSS	Mobile Home Subscriber Server
Mobile PS Core	Mobile Packet Switch Core
MSS	Mobile Soft Switch
NCD	Notification of Non-compliance of Delivery
ND	Notification of Delivery
NGN	Next Generation Network
NIZ1	Providing Party Primary Switch in Nizwa
OA	Order Acknowledgement
POI	Point of Interconnection
POP	Point of Presence
QUR2	Providing Party Primary Switch in Qurum
RA	Request Acknowledgement
RNC	Radio Network Controller
SAL2	Providing Party Primary Switch in Salalah
SMS	Short Message Service
SO	Submission of Order
SOH2	Providing Party Primary Switch in Sohar

Abbreviation	Definition
SR	Submission of Request
STP	Signaling Transfer Points
STP1	Providing Party Signaling Transfer Point in Ghala
STP2	Providing Party Signaling Transfer Point in Qurum
TAP	Transferred Account Procedure
TRA	Telecommunications Regulatory Authority

3 List of Definitions

Terminology	Definition
2 Mbit/s Leased Line	Providing Party 2 Mbit/s transmission element used to provide a part of the link from a Point of Connection.
Acceptance of Order	Acceptance by the Requesting Party, signed Delivery Order Offer and is considered to be a binding agreement by the parties.
Acceptance of Request	Acceptance by the Requesting Party, signed Delivery Request Offer and is considered to be a binding agreement by the parties.
Access and Interconnection Agreement	The agreement between Providing Party and the Requesting Party for the purposes of Access and Interconnection which shall include the main body of this Interconnection Agreement, the Annexes and Sub-Annexes thereto as defined in Clause 3 of Annex A.
Access Provider	Is any licensee who offers or provides wholesale Access and Interconnection Services. In this Agreement, it refers to Providing Party.
Access Provider Exchange	An exchange which has the required access equipment installed to provide the access service.
Access Seeker	Is the licensee who requests or leases an Access and Interconnection Service. In this Agreement, it refers to Requesting Party.
Actual Date of Delivery	The date on which a Service actually comes into use.
ADSL Link	The digital point-to-point communications between an End User premises and the MSAN nearest to that End User premises.
Affiliate	Any entity controlled by, in Control of or under common Control of a Party hereunder. Control herein shall mean the beneficial ownership, directly or indirectly, of more than 50% of the voting rights of a company, or a corporate body or the ability to Control the composition or the decision of the Board of Directors or cause the direction of the

Terminology	Definition
	management and policies of the company or the body corporate.
Aggregation Link	The logical or physical link between an End User, via Access Provider aggregation point and Access Seeker's Point of Presence (POP).
Agreement	This agreement, including all its Annexes and as amended, modified, varied, assigned, notated, supplemented, or replaced from time to time.
Answer Signal	The signal required by the call originating Network to indicate connection to the called party.
Associate or Associated Company	Is a Subsidiary and Holding Company of such Party, the terms Subsidiary and Holding Company having the meanings ascribed thereto in the Omani Company Legislation Act or any subsidiary of any such Holding Company.
Available Space	The space intended for collocation excluding the collocated space and reserved space.
Billed Party	Shall mean the Party who receives an invoice from the Billing Party for Access & Interconnect Services it has received from the Billing Party.
Billing Dispute	Shall mean a dispute in relation to billing which is referred to in Annex B.
Billing Information	Information which must be provided by the Billing Party in support of invoices issued under this Agreement as agreed by the Parties to enable the Billed Party to validate an invoice and for the purposes of this Access and Interconnection Agreement the Billing Information shall consist of any or all of the following: Usage Report, General Report, CDR Data, Invoice.
Billing Party	The Party who is issuing any particular invoice.
Billing Period	The agreed intervals at which billing takes place under this Access and Interconnect Agreement.

Terminology	Definition
Call	A successful transmission path established through the Parties' Networks, or a Party's Network, to by which messages can be passed from an originator and delivered through conveyance to a network terminating equipment so that speech and data can be exchanged between the originating network equipment and the terminating network equipment.
Call Charges	The charges payable by Requesting Party for Calls made or received by Requesting Party Customers and utilising the Providing Party Services, as set out in Annex M.
Call Duration	Call Duration is the duration of elapsed time as described by Section 1.2.2 of ITU-T D 150 "conversation time".
Call Detail Record (CDR)	Records generated in relation to the conveyance of any Call over the Providing Party Network, any data as to the record type, service provider identity, mobile phone number, call direction (whether mobile to mobile, mobile to fixed or other direction), call date, call time, dialled digits, charges, originating cell identity, duration in seconds, length of call in units, zone number (whether national, roamed or other), tariff code (being the pricing profile of the call), package, or call type identity, together with such other data as constitute traffic data from time to time
Calling Line Identification (CLI)	Calling Line Identification as defined by the ITU-T.
Capital area	The great Muscat area including Ruwi, Muttrah and other, served by the switches of Qurum and Muttrah.
Chargeable Call	A Call shall be deemed a Chargeable Call which is chargeable in each Billing Period if: 1. A Call is handed over at a Point of Interconnection and during the SS7 signaling sequence of that Call, the SS7 Initial Address Message (IAM) sent by one Party has been responded to by an SS7 Address Complete or Release Message (ACM or RM) by the terminating or transiting Network Party; and 2. A SS7/C7 answer condition/signal in the backward direction has been received by the terminating or transiting Network Party ('B' number answer).

Terminology	Definition
	3. A Chargeable Call shall include a Call that is terminated onto any network voice mail system (for the avoidance of doubt a network engaged tone, "B" number engaged tone and a "B" number unobtainable tone do not constitute a Chargeable Call). 4. A Chargeable Call is referred to as a Call in the Reference Offer.
Chargeable Call Duration	Is the duration of elapsed time of a Chargeable Call described by Section 1.2.2 of ITU-T D 150 "conversation time.
Charges	The charges for the Providing Party Services as set out in Annex M and any other charges agreed in writing by the parties for services provided by Providing Party under this Agreement.
CLI Code	Shall be the code set out in Annexure I of this Access and Interconnection Agreement which the Parties agree
CLI Data Available	The CLI data available for transmission to the Network Termination Point of the Terminating Network.
CLIP Code	Is the per call basis code *31#.
Collocated Space	The space which has been allocated for collocation to the Requesting Party.
Commencement Date	The effective date of this Agreement.
Commencement Date of Charging	The date on which charging for a service commences.
Completion of Delivery	Acceptance sent to Providing Party from Requesting Party, that the delivery is completed as specified.
Confidential Information	Any information, whether in written or any other form, which has been disclosed in the course of the discussions leading up to or the entering into or performance of this Agreement (including this Agreement) and which is identified as confidential or is clearly by its nature confidential and as set out in Annex J.

Terminology	Definition
Customer	A person or entity who is the end-user of the services and authorizes a Party to act on its behalf for the purpose of securing services from the other Party.
Customer Number Range	Any number range, either geographic or non-geographic, from which individual numbers or groups of numbers are assigned to specific end user customers.
Data Management Amendment	Such data reconfiguration of the Providing Party Network or the Requesting Party Network as is necessary for the access, routing and charging of Calls.
Delivery Confirmation	Written confirmation that the Delivery Due Date will be met.
Delivery Due Date	The date Providing Party is prepared to deliver the order or request.
Delivery Order Offer	Sent by Providing Party to Requesting Party and consists of the order details given by the Requesting Party and the Delivery Due Date.
Delivery Request Offer	Sent by Providing Party to Requesting Party and consists of the request details given by the Requesting Party and the Delivery Due Date.
Disclosing Party	A Party disclosing information covered by this Access and Interconnection Agreement.
Dispute	Any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Access and Interconnection Agreement (excluding breaches of this Access and Interconnection Agreement).
Dispute Resolution	A process agreed by the parties for the resolution of disagreements. Such process will not constrain either Party's legal rights.
Due Date	A date which is 30 calendar days after the date of an invoice.
End-User	The actual user consuming the Services providing under this Agreement.

Terminology	Definition
End-User Data	Information relating to the Parties' Customers which constitutes personal data, including their names, addresses, email addresses and account histories, including Call Data Records.
End-User Equipment	Electronic communications equipment which are of a type approved under all applicable legislation and are compliant with relevant standards having legal effect in the Sultanate of Oman and which are used to access services delivered under this Agreement.
End-User Premises	The location where splitter and DSL modem or other equivalent technology necessary to support the End-User ability to use the Services.
Fraud	Any fraudulent, corrupt, dishonest, illegal or other unauthorized use (whether actual or attempted) of the Services provided by either Party including the illegal use of that Party Network, SIM Cards, vouchers, recharge codes or End-User Equipment, SIM boxes / GSM gateways and any other devices that might negatively impact that Party's Network, revenue or degrade the quality of that Party Services. Services which shall be illegal and therefore constitute fraud include but are not limited to the following: (a) any service which is not covered in the license of the Requesting Party but is provided to End-Users without and Access and Interconnection Agreement with Providing Party; and (b) any service which is explicitly forbidden in the Access and Interconnection Agreement but the Requesting Party provides it without the approval of the Providing Party. Cases (a) and (b) shall only apply following an express decision to that effect by the TRA or such other competent authority.
Fraud Prevention Initiatives	The initiatives operated by either Party, or by Third Party Operators, to assist in the detection or prevention of Fraud from time to time and duly notified to the other Party.
General Packet Radio Service (GPRS)	All data services over the Providing Party Mobile Network.

Terminology	Definition
Handover distribution frame	An intermediary distribution frame which connects collocated equipment with the Main distribution frame.
GSM Association Permanent Reference Documents	The documents established and classified as binding as at the Commencement Date by the GSM Association Plenary.
GSM Association Plenary	The group of appointed representatives of the signatories of the GSM Association.
Handset	A mobile electronic communications handset or other customer terminal equipment or device.
Intellectual Property	Any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property.
Interconnect STPs Mobile	Signaling interconnection points at POI for mobile network.
Interconnect STPs PSTN	Signaling interconnection points at POI for fixed network.
Interconnection	The physical and logical linking connection of the Providing Party and Requesting Party Networks, or the Providing Party Network to and with Third Party Operators' networks, for the conveyance of the telecommunications traffic or to access services provided over or via that other network as outlined in Annex C.
Interconnection Link	Providing Party transmission capacity of Leased Line elements between Providing Party Interconnection Node and Requesting Party Interconnection Node.
Interconnection Network	The combination of all the Interconnection Links between the two Parties which represents the totality of the connection of the two Networks.
Interconnection Service	A telecommunications service for which agreement has been reached by the Parties to convey on the

Terminology	Definition
	Interconnection. All Interconnection Services are detailed in Annex C.
Interconnection Traffic	Telecommunications traffic conveyed between the Parties by way of Interconnection.
International Mobile Subscriber Identity (IMSI)	A specific number associated with the user, conforming to the ITU E. 212 numbering standard.
International switch	Any of the two switches used by Providing Party for the international traffic.
Manuals	Working documents for such activities as Planning, Provisioning, Testing, Operations and Maintenance which the parties may agree. They will not form part of the Access and Interconnection Agreement.
MDF	Main Distribution Frame located at a telephone central office terminates the cables leading to subscribers on the one hand, and cables leading to active equipment (such as DSLAMs and telephone switches) on the other. Service is provided to an End User by manually wiring a twisted pair (called a jumper wire) between the telephone line and the relevant DSL or POTS line circuit.
Metallic Path	Raw copper pair.
Monthly Review	As defined in Clause 11.3 in the Main Agreement.
MSAN	Multi Service Access Node: the network node that receives signals from multiple customers.
Narrowband Services	Plain old telephony services (POTS).
National Regulator	The Telecommunications Regulatory Authority or any person or body designated as the National Regulatory Authority pursuant to the Royal Decree No 30/2002 Telecommunications Act Sultanate of Oman Chapter two.
Network	The Providing Party Network or the Requesting Party Network as the case may be.
Network Alteration	A physical change within one Party's Network which is necessitated, to ensure continued efficient operation of the

Terminology	Definition
	Interconnection, by a change made by the other Party to this Access and Interconnection Agreement without bi-lateral agreement.
Network Information Recorded Announcement	An announcement provided by Providing Party or the Requesting Party which provides information to the calling party in relation to the digits dialed and the progress towards connection of the Call.
Network Termination Point	Telecommunications calls originating on a particular network which terminates on geographic or non-geographic number ranges in another network within Oman.
Notification of Delivery	Notification sent to Requesting Party from Providing Party, informing that the delivery of Service has been completed.
Notification of Non Compliance of Delivery	Notification sent to Providing Party from Requesting Party which states that delivery of service has not been completed.
NTU	Network Termination Unit is a device located at the final interconnect point between the PSTN (Public Switched Telephone Network) and the customers' own equipment.
Number Unobtainable	A tone provided by Providing Party or the Requesting Party of the called Network in cases where the called number is not active.
Order Acknowledgement	Acknowledgement sent by Providing Party to Requesting Party that the Submission of Order has been received
Originating Network	Is the network to which the originating customer is first connected
Party or Parties	A party to the Access and Interconnection Agreement as the context demands.
Performance Bond	Unconditional and irrevocable bank guarantee, issued by a bank registered in the Sultanate of Oman and acceptable to Providing Party.
Point of Interconnection	The point at which the Providing Party Network connects with the Requesting Party Network on each Interconnection Path.

Terminology	Definition
POP	Point of Presence is an aggregation or network connection point in the Access Seeker's network located at premises owned or shown to be leased by the Access Seeker or at a Access Provider collocation facility but for the avoidance of doubt cannot be at an End User premises.
Port Capacity Order	An order for interconnection port capacity at a Point of Interconnection submitted by the Requesting Party.
Presentation CLI	The digits (the "presentation numbers") that comprise a dialing sequence.
Providing Party	Omantel
Ready for Service Date	The date by which the Service requested will be available.
Receiving Network	The network in receipt of a call across any Interconnection. The Receiving Network may also be a Transit Network or a Terminating Network.
Receiving Party	A Party who received any information from the other Party in relation to the Interconnection or Interconnection Services.
Regulatory Change	In relation to Providing Party, any change to applicable telecommunications law in the Territory or any relevant subordinate legislation or any new legislation or new regulations or amendment thereto which in any case has a material effect (whether immediate, prospective and/or retrospective) on this Agreement.
Regulatory Condition	Any regulation, condition, direction, decision, notification or order made by the Telecommunications Regulatory Authority or any other relevant regulatory body (including any enforcement action by the Telecommunications Regulatory Authority or such other regulatory body) or any code or codes of practice issued by any competent authority, whether or not such code or codes are expressed to be legally binding, and any voluntary codes applied by any industry body or association, governing or affecting a party's activities.

Terminology	Definition
Request Acknowledgement	Acknowledgement sent by Providing Party to Requesting Party that the Submission of Request has been received.
Requesting Party	The Party who is requesting the other Party to carry out some activity in relation to the Access, Interconnection or Interconnection Services.
Service Levels	The service levels applicable to the provision of the Providing Party Services, set out in Annex H.
Switch	Telecommunications apparatus within a Network which performs the function of switching and routing Calls.
System	Any instance of equipment, device. software program, firmware program or other entity belonging to or otherwise under the control of either Party, the alteration of which by the said Party will have effect on the compatibility of corresponding or other facilities of the other Party or on the ability of the other party to fulfill obligations defined by this Agreement.
System Alteration	Any change, modification or alteration to a System.
Target Acceptance Date	Used in Access and Co-location request which is the same as Delivery Due Date in Annex H.
Telecommunications Regulatory Authority or TRA	Telecommunication Regulatory Authority of Oman
Terminating Network	The network to which the called customer is connected.
Territory	The Sultanate of Oman
Third Party	Any Party other than the Parties to this Access and Interconnection Agreement.
Third Party Operator	Any telecommunication operator that is not a party to this Agreement.
Toll Free Numbers	These are numbers to which the retail call price to the originating customer is zero in accordance with the numbering conventions of Oman.

Terminology	Definition
Transit	An operator of a network "B" receives traffic from the operator of another network "A" and on behalf of "A" conveys this traffic on to a third (and different to A and B) operators' network "C".
Transit Network	Any public switched telephone network involved in the conveyance of a call which is neither an Originating Network nor Terminating Network.
Unpaid Invoices	Any invoice duly issued by one party to the other which has not been settled by the due date
Working Day	Any day other than Friday, Saturday, public or bank holiday in Oman on which Providing Party Headquarters is open for conducting business.

Access and Interconnection Agreement

Annex M Tariff

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1 General

1.1 This Annex provides tariffs applicable to the Services described in Annex C of the Reference Access and Interconnection Offer.

1.2 The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration, testing and man-hours are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis. These additional cost shall be discussed and agreed between both parties and accordingly Omantel shall inform the TRA to obtain the necessary approval.

1.3 The costs identified during feasibility and implementation of the Service in the published tariff which were not considered earlier will be charged to the Requesting Party accordingly.

1.4 Any increase (or reduction) in utility charges, taxes or VAT will be added to (or reduced from) the prices without any notice period and it shall be applicable from the date of validity of that new charge/tax or increase (or reduction) in any levied charge/tax provided such charge/taxes are passed directly on to the Requesting Party. Where there is such change in the charges, any retrospective invoicing or credit for such changes shall be done within a maximum of 60 calendar days from the increase (or reduction). In case of changes in taxes, utility charges or any other charge that form part of Omantel's cost base, any resulting amendment to the charges will be made following an approval by the TRA, as amendments to those charges. Any such change shall take effect from the date that the TRA shall specify in its approval.

1.5 In order to provide a requested service to the Requesting Party and in order to maintain the requested services, Omantel will recover if there is any cost incurred by Omantel in meeting the obligations under Article 44 of Telecommunication Regulatory Act from the Requesting Party (at the time of provisioning or even the future costs) that Omantel may incur in order to full fill Article 44 requirement. The specified cost shall be added to the prices on ongoing basis and/or one-time expense

shall be charged to the Requesting Party. Such charges shall be agreed between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases, such charges shall be subject to TRA approval.

1.6 Definition and Terms used can be found in Annex L and Annex C of the Reference Offer.

1.7 Conditions

1.7.1 The tariffs for all Services are in Omani Rails (OMR), unless specifically stated otherwise.

1.7.2 All the tariffs are subject to Minimum Contract Term as specified in the corresponding Service Annex.

1.7.3 All charges for non- voice related/ non-CDR generated Services shall be paid in advance as quarterly payments unless and otherwise specified in this Sub Annex.

1.7.4 All Tariffs for the Services are excluding the charges for co-location, power consumption, power backup, DC power and UPS.

1.7.5 If Omantel incurs costs in addition to the Charges in this Annex, in providing Access and Interconnection Services under this Access and Interconnection Agreement, Omantel reserves the right to recover its costs in addition to the Charges below.. Such charges shall be agreed between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases such charges shall be subject to TRA approval.

2 Definitions

2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the following.

2.1.1 NRC – Non Recurring charges

2.1.2 MRC – Monthly recurring charges

3 C-FA 01 Local Loop Unbundling

Item Description	NRC	MRC
Initial Service setup fee Per MSAN	1,387	NA
Per Customer loop charges	72	12.8

The Per Loop charges are charged based on the number of the connections made.

4 C-FA 02 Local Loop Unbundling – Line sharing

Item Description	NRC	MRC
Initial Service setup fee Per MSAN	1,387	NA
Per Customer loop charges	72	11.19

The Per Loop charges are charged based on the number of the connections made.

5 C-FA 03 Local Loop Unbundling – Sub Loop Unbundling

Item Description	NRC	MRC
Initial Service setup fee Per Cabinet	1,387	NA
Per Customer loop charges	72	7.16

The Per Loop charges are charged based on the number of the connections made.

6 C-FA 04 Colocation

6.1 Co-location of the Access Service Providers Equipment within the Omantel MDF Room.

Land Location	NRC	MRC OMR Per SQR meter
Co-location: indoor in Omantel buildings	1,087	51

6.1.1 Minimum space per Co-location order is 2 SQM which will include the margin space.

7 C-FA 05 Wholesale Line Rental

7.1 Wholesale Line Rental charges

Item Description	NRC	MRC
Service setup fee (for each end-customer)	405	NA
Per Customer line charges	72	13.28

7.1.1 The charges will be per customer.

7.1.2 All other Services that are required to enable the Wholesale Line Rental will be covered under their respective Clauses under this Annex.

7.2 Voice call charges

Item Description	Per minute charge
National Voice Calls to Omantel Fixed	Call origination + Call termination charges of the termination party charges
International Calls	Call origination + international leg + the termination party charges

The International leg is the cost for carrying the call from Oman to the point of interconnect with the termination party. This cost is 5.78 bz/min.

The termination party charges are the based on the rates of the termination party. The charges are different for different countries and codes. Omantel will publish a rate sheet for each code. If the rate for a particular code/country changes, it will be applied to the

Requesting party from the same date. The royalty will be added to the termination party charges.

8 C-FA 06 Bitstream Layer 2

Item Description	NRC	MRC
Network to Network Connectivity*		
STM-1 on Metro Ring	3,376	8,956
STM-1 on Northern Ring	3,376	11,913
STM-1 on Eastern Ring	3,376	6,752
STM-1 on Southern Ring	3,376	8,948
Link fee per Customer **	72	12.41
Per MSAN Charges per Slot	72	138
ADSL card per MSAN	1,217	N/A
SDSL card per MSAN	872	N/A

Notes:
* Based on the trunk segment and terminating segment.

In case of aggregation of different Rings into a one link, a grooming charge of 20% will be applicable on the respective individual price and thereafter a transmission trunk charge would be applicable till the handover.

9 C-FA 07 Bitstream Layer 3

Item Description	NRC	MRC
Network to Network Connectivity*		
STM-1 on Metro Ring	3,376	8,956
STM-1 on Northern Ring	3,376	11,913
STM-1 on Eastern Ring	3,376	6,752
STM-1 on Southern Ring	3,376	8,948
Link fee per Customer **	72	12.41
Per MSAN Charges per Slot	72	138
ADSL card per MSAN	1,217	N/A
SDSL card per MSAN	872	N/A

Notes:
* Based on the trunk segment and terminating segment.

In case of aggregation of different Rings into a one link, a grooming charge of 20% will be applicable on the respective individual price and thereafter a transmission trunk charge would be applicable till the handover.

10 C-FA 08 Wholesale Transmission

10.1 For the Type A link, The Wholesale Trunk Segment of Leased Line prices will be applicable.

10.2 The Type B and Type C links will be ordered and delivered as two Terminating segments of leased line and one Trunk segment of leased line. Therefore, the prices will also be calculated as two times the price of Terminating segment of leased line plus the price of Trunk segment of leased line.

11 C-FA 09 Internet Broadband Resale Service

11.1 Retail minus methodology will be used. The "Retail minus percentage" will be 21% for Consumer segment and 17% for Corporate segment.

12 C-FA 10 Wholesale Terminating Segment of Leased Line

Tail end price	E1 (2 Mb/s)		E3 (34 Mb/s)		STM1 (155 Mb/s)	
Maximum distance 3 KM	NRC	MRC	NRC	MRC	NRC	MRC
	72	19	72	86	72	86

13 C-FA 11 Wholesale Trunk Segment of Leased Line (National)

13.1 Terrestrial Links

Distance	E1 (2 Mb/s)		E3 (34 Mb/s)		STM1 (155 Mb/s)	
	NRC	MRC	NRC	MRC	NRC	MRC
Within exchange	100	192	200	1,316	200	2,313
< 100 km	100	296	200	1,334	200	2,331
101-300 km	100	450	200	1,410	200	2,407
301-400 km	100	605	200	1,708	200	2,981
> 400 km	100	799	200	1,826	200	3,098

13.2 Submarine Cable (National)

Bandwidth (Mb/s)	NRC	MRC
2	2,877	833
34	2,877	2,915
155	2,877	5,830

14 C-FA 12 Wholesale Trunk Segment of Leased Line (IPLC)

Capacity	ME countries		Non - ME countries	
	NRC	MRC	NRC	MRC
E1	3,241	1,355	3,241	2,711
DS3	3,241	6,777	3,241	13,555
STM1	3,241	13,555	3,241	27,110

The above prices do not include the 3rd party charges. Omantel will provide the pricing for the segment in the destination country after sourcing it from its partners, and adding the royalty and admin charges. Omantel shall provide the quote of each requested destination to the Requesting Party upon request.

The MRC for the ME countries is only for the half-circuit. The other half-circuit will be included in the 3rd party charges. If Omantel is required to provide full circuit, the MRC will be doubled.

15 C-FA 13 IP International Bandwidth Capacity

Bandwidth (Mb/s)	NRC	MRC
45	1,570	2,679
155	1,570	5,357
10,000	1,570	86,400

16 C-FA 14 Access to Omantel Landing Station

Description	NRC	MRC OMR per SQM
Access to Omantel Landing Station	7,071	729

17 C-FA 15 Access to Omantel Earth Station

Description	NRC	MRC OMR per SQM
Access to Omantel Earth Station	6,306	302

18 C-FA 16 Access to Omantel Data Center

Description	NRC	MRC OMR per SQM
Access to Omantel Data Station	6,306	302

19 C-FI 01 Fixed Ancillary services

19.1 Point of Interconnection

Item Description	Price	Payment Intervals
Establishment of a Point of Interconnection	3,500	Once
Maintenance of a Point of Interconnection	700	Annually up front

19.2 Fixed Port Capacity Service

Port Bandwidth	NRC per port	MRC per port	Disconnection fee per port
2 Mb/s	100	15	70

19.3 Basic Block and Expansion Co-location

Item Description	MRC
Basic Block 63 x 2 Mb/s Customer Interface	400
Basic Block 1 x STM-1 Customer Interface	500
Expansion Block (63 x 2Mb/s) Customer Interface	250
Expansion Block 1 x STM-1 Customer Interface	320

19.4 Number Ranges Implementation

Item Description	NRC per order	Delivery Time
Omantel Number implementation within a time frame	480	Maximum 4 months from order date.
Omantel Number implementation at a specified time	960	At a time mutually agreed by the parties at the time of order

The tariff comprises implementation of each single number or number ranges which are geographical or non-geographical. For example, single number is short code and number range is implementing the couple of digits of the whole number range e.g. implementing number range of Mobile 99xxxxxx.

20 C-FI 02 Fixed Call-by-Call Carrier Selection (CCS)

20.1 Setup Fee:

Service	Setup Fee
Fixed Call by Call Carrier selection	2,534

20.2 Call Origination:

Service	(Baiza / Min)
Call Origination	2.42

21 C-FI 03 Fixed Carrier Pre Selection (CPS)

21.1 Setup Fee:

Service	Setup Fee
Fixed CPS Setup	2,534
Change fee per subscriber	72

21.2 Call Origination:

Service	(Baiza / Min)
Call Origination	2.42

22 C-FI 04 Call Origination for Non-Geographic Calls

Service	(Baiza / Min)
Call Origination	2.42

23 C-FI 05 Outgoing International Calls

Service	(Baiza / Min)
International Outgoing Transit	1.75 + international leg + the termination party charges

The International leg is the cost for carrying the call from Oman to the point of interconnect with the termination party. This cost is 5.78 bz/min.

The termination party charges are the based on the rates of the termination party. The charges are different for different countries and codes. Omantel will publish a rate sheet for each code. If the rate for a particular code/country changes, it will be applied to the Requesting party from the same date. The royalty will be added to the termination party charges.

24 C-FI 06 Calls to Special Fixed Services

24.1 Calls to Emergency Services

Service	(Baiza / Min)
General Emergencies on Omantel Network	2.34

24.1.1 The above charges exclude emergency call center fee and the administration fee which will be charged separately wherever is applicable. Such charges shall be agreed between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases, such charges shall be subject to TRA approval.

24.2 Calls to Directory Enquiry Services

Service	(Baiza / Min)
Directory Enquiry Services	2.34 Bz/min Plus 151 Bz per call
International Number Enquiries (Service number 1319)	2.34 Bz/min Plus 151 Bz per call

24.3 Calls to Local Time Enquiry Service

Item Description	Service Number	(Baiza / Min)
Local Number Enquiries	1318	2.34 Bz/min Plus 151 Bz per call
International Number Enquiries	1319	2.34 Bz/min Plus 151 Bz per call
Time in Arabic & English	1306	2.34 Bz/min Plus 151 Bz per call

24.4 Calls to Omantel Service Center

Service	Service Number	(Baiza / Min)
Local Number Enquiries	1234	2.34 Bz/min Plus 151 Bz per call

25 C-FI 07 Pre-Paid Calling Cards Access Type 1

25.1 Setup Fee:

25.2 Call Origination:

As per the TRA Decision, the pricing for this service has been deferred until the launch of this service.

26 C-FI 08 Pre-Paid Calling Cards Access Type 2

26.1 Setup Fee:

Service	NRC
Pre-Paid Calling Cards Access Type 2	2,514

26.2 Call Origination:

Service	(Baiza / Min)
Call Origination	2.42

27 C-FI 09 Fixed Call Termination Service

Fixed call termination		(Baiza / Min)
Tandem count	Single	2.31
	Double	2.36
	Long	2.55

28 C-FI 10 Fixed Call Transit Services

Service	(Baiza / Min)
Fixed Call Transit Services	1.89 for single transit 1.95 for double transit

Note: The above charges include only call transit charges. Mobile Termination and Admin charges shall be added. Additional charges will be applied for any additional port capacity required to accommodate additional traffic.

29 C-MA 01 National Roaming Service

29.1 Setup Fee:

Service	NRC per Site (OMR)
National Roaming Services	OMR 1,929 per site for upgrading the site plus OMR 100 per site labor cost

The charges on account of upgradation shall be recoverable only in case a site requires upgradation, for which Omantel shall provide evidence to the Requesting Party based on the traffic forecast and investment involved.

29.2 Services Charges:

The price of the Service will be based on Retail minus 25.5%.

30 C-MA 02 Mobile Access Services

30.1 Setup Fee:

Service	NRC
Mobile Access Services	72,020

The charges are the minimum charges. In case if the actual cost including the mark ups exceeded the above charged, the charge will be modified accordingly. Any deviation from these charges is subject to agreement between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases such deviations shall be subject to prior TRA approval.

30.2 Services Charges:

30.2.1 National Services: Retail minus 23%.

30.2.2 International Roaming: Retail minus 2%.

31 C-MI 01 Mobile Ancillary Services

31.1 Point of Interconnection

Item Description	Price	Payment Intervals
Establishment of a Point of Interconnection	3,500	Once
Maintenance of a Point of Interconnection	700	Annually up front

31.2 Fixed Port Capacity Service

Port Bandwidth	NRC per port	MRC per port	Disconnection fee per port
2 Mb/s	100	15	70

31.3 Basic Block and Expansion Co-location

Item Description	MRC
Basic Block 63 x 2 Mb/s Customer Interface	400
Basic Block 1 x STM-1 Customer Interface	500
Expansion Block (63 x 2Mb/s) Customer Interface	250
Expansion Block 1 x STM-1 Customer Interface	320

31.4 Number Ranges Implementation

Service	NRC per Level	Delivery Time
Omantel Number implementation within a time frame	480	Maximum 4 months from order date.
Omantel Number implementation at a specified time	960	At a time mutually agreed by the parties at the time of order

The tariff comprises implementation of each single number or number ranges which are geographical or non-geographical. For example, single number is short code and number range is implementing the couple of digits of the whole number range e.g. implementing number range of Mobile 99xxxxxx.

32 C-MI 02 Mobile Interconnection Services

Service	Bz/Min
Mobile Call Termination (National)	Till 30th June 2019: 10.0 bz/min Till 30th June 2020: 8.0 bz/min Till 30th June 2021: 6.0 bz/min From 1st July 2021 onwards: 4.0 bz/min
Mobile Call Termination (International)	10 bz/min
SMS Termination	0.74 bz/SMS
MMS Termination	4.02 bz/MMS

33 C-MI 03 Mobile Call-by-Call Carrier Selection (CCS)

33.1 Setup Fee:

Service	NRC
Mobile Call by Call Carrier selection	2,592

33.2 Call Origination:

Service	(Baiza / Min)
Call Origination	10.54

34 C-MI 04 Mobile Carrier Pre Selection (CPS)

34.1 Setup Fee:

Service	Setup Fee
Fixed CPS Setup	2,592
Change fee per subscriber	72

34.2 Call Origination:

Service	(Baiza / Min)
Call Origination	10.54

35 Other Services

35.1 Electrical Power and UPS protected power

Item Description	Installation Charges*	AC Power Charges (OMR/kWh)
Electrical Power	1,394	0.033

* Minimum charges and shall depend on the actual number.

Item Description	Installation Charges*	Protected Power UPS monthly charges (OMR/kVA)
UPS protected power	1,394	24

* Minimum charges and shall depend on the actual number.

DC Power charges are not included in the above charges.

35.2 Other Charges for connectivity purpose

Item Description	NRC	MRC
Cable Pulling (100 meter) along with Ducts	2,975	446
Communication Earth (new Pit)	7,000	275
Power Earth (new Pit)	7,000	275
MDF/DDF/Patch Panel Patching	2,083	275

35.3 Site Visit

35.3.1 Sunday to Thursday (07.30 – 15:30), except Public Holidays:

Item Description	OMR/ Hour
Technician	24
Engineer	44
Project Manager	49
Senior Manager	49
GM	79
VP	127

35.3.2 Sunday to Thursday after 15:30, full day on week-ends and Public Holidays:

Item Description	OMR/ Hour
Technician	29
Engineer	52
Project Manager	58
Senior Manager	58
GM	95
VP	152

35.3.3 The Clock includes the travel time to and from the location.

35.3.4 The hourly charges above will be multiplied by the number of hours and the Overhead factor to calculate the total charges. The overhead factor is 1.18 for Mobile and 1.16 for Fixed.

35.4 Fault repair

35.4.1 For all fault reported by the Requesting Party, in case no fault is found from Omantel side, the Requesting Party shall compensate Omantel for all costs to investigate the fault. The hourly charges are listed in 35.3 above.

36 Retail Minus Methodology

The below process will be used for calculating the rates for the Services for which Retail Minus pricing methodology has been specified by the TRA.

36.1 The Quarters starting from first day of January, April, July and October are named Q1, Q2, Q3 and Q4 respectively.

36.2 Omantel will calculate the Average Retail Rate (ARR) on a quarterly backward looking basis using the formula:

ARR = (Total Revenue from the product) / (Total units consumed);
The unit is GB for data, minutes for Voice, and so on.
The ARR will be calculated separately for each product; i.e Voice, Data, SMS.
The ARR shall include retail promotions including discounts and special offers.

36.3 The Wholesale Rate (WSR) is calculated using the below formula:

WSR = ARR * (1 – Retail Minus percentage)

Eg. If the ARR is 5 OMR/GB and the Retail Minus percentage is 23%, the WSR is calculated to be 3.85 OMR/GB.

36.4 The WSR will be effective from the 1st day of next Quarter; i.e If the ARR in Q1 is 5 OMR/GB and the Retail Minus percentage is 23%, then the WSR of 3.85 OMR/GB will be applied in Q2.

36.5 The discount rate shall be updated on an annual basis.

36.6 The Providing Party and Requesting Party shall agree on detailed methodology to implement the above process in accordance with the Access and Interconnection Regulation in a fair and non-discriminatory manner.

Access and Interconnection Agreement

Annex N Credit Assessment

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1 General

1.1 This Annex sets out the Credit Assessment of the Requesting Party entering into this Access and Interconnection Agreement.

1.2 All terms and conditions of Clause "Credit Assessment" of the main agreement shall be applied to this Annex.

2 Bank Guarantee

2.1 The first Bank Guarantee shall be submitted before the services are enabled to the Requesting Party.

2.2 The Bank Guarantee shall be revised every 6 months as set out in this Annex.

2.3 The Bank Guarantee shall be received within 5 Working Days from the date Omantel requests a revised Bank Guarantee. In case Omantel has not received the same, Omantel has the right to limit or cease the service.

2.4 Omantel, at its sole discretion, may waive the Bank Guarantee, on reasonable and non-discriminatory grounds, for a particular period. Waiver of the Bank Guarantee for this particular period shall not be a precedent for waiver of the Bank Guarantee for any future month

2.5 The Bank Guarantee for E1 ports is calculated as in Clause 2.7 below.

2.6 For all other services, the Bank Guarantee shall be calculated based on the following principles:

2.6.1 At the time of signing the contract: 3 times the average monthly forecast submitted by the Requesting Party for each service for the first six months.

2.6.2 After six months from the commencement of operations: three (3) times the average invoice value during the past three (3) months and to be revised quarterly.

2.6.3 The Bank Guarantee shall not be less than the previous bank Guarantee for each service at any point of time. However, if the invoice amounts declined over 3 months then the bank guarantee shall be revised accordingly.

2.7 The Requesting Party shall provide a bank guarantee for each E1 port as below:

Bank guarantee amount = 30 x 60 x 24 x91.2 x 25% x the applicable rate

Where,

- (60*24) is the total number of minutes in a day
- 30 is the number of channels in E1
- 91.2 is the number of days in 3 months
- 25% is the average utilization of E1