عمانتل
Omantel

**Mr. Sultan Al-Wahaibi**
Chief Business & Wholesale Officer
Omani Qatari Telecommunications Company S.A.O.G (Ooredoo)
P.O. Box 874, P.C. 111, Central Post Office,
Sultanate of Oman

Our Ref. and Date: OT / WBU / VP /76 / 2019, 22.05.2019

**Subject: Mutually Agreed Changes in the New Access & Interconnection Agreement between Omantel and Ooredoo**

After compliments,

This is in reference to Omantel New Access and Interconnection Agreement ("the Agreement") which was signed by both parties on April 14, 2019, whereby we agreed to have a side letter in order to make this a reciprocal Agreement, that means using the same Agreement Omantel and Ooredoo can be a Requesting Party and Providing Party at the same time.

As discussed, we are hereby issuing this letter to document the recently agreed mutual changes that shall become an integral part of the Agreement.

Both parties hereby agree on the following;

1. Reciprocity of the Agreement
    - All the prices, terms and conditions of the Agreement are reciprocal. This means that Omantel and Ooredoo will be simultaneously considered as the Providing Party and Requesting Party under this Agreement.



Oman Telecommunications Company (S.A.O.G)
PO Box 789, PC 112 Ruwi, Sultanate of Oman
Commercial Registration Number 1640747

+968 24 242 424
+968 24 240 112

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2. Bank Guarantee
    - Netting-off principle shall be applied on the calculated bank guarantee amounts for both parties with the purpose of arriving at a single bank guarantee to be provided by the net payer.

3. Points of Interconnection (POI) Setup
    - The current setup of POIs (fixed and mobile) between Omantel and Ooredoo shall remain in place. These locations are:
        i. Ghala
        ii. Seeb
    - Any future changes in POI physical setup shall be mutually agreed between the Parties.

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

Best regards,

**A/Sohail Qadir**
Vice President, Wholesale Business Unit
Oman Telecommunications Company S.A.O.G (Omantel)

Confirmed and accepted by:

**Sultan Al-Wahaibi**
Chief Business & Wholesale Officer
Omani Qatari Telecommunications Company S.A.O.G (Ooredoo)



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**THIS AGREEMENT** is made on _____

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

Omani Qatari Telecommunications SAOG (Ooredoo)

incorporated as per the Laws of the Sultanate of Oman, bearing Cr. No. 1771523

having its registered office at P.O Box 874, Postal Code.111, 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.

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## 2 Preamble

**WHEREAS**

2.1 The Requesting Party is in possession of a Class One License for the Establishment and Operation of a Fixed Public Telecommunications System pursuant to the provisions of the Royal Decree No. 60/2012 in addition to the amendment Decision No. 17/2016.[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;

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



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



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# 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.



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# 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.



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# 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.



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# 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.



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# 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.



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# 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



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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.

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# 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.



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## 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.



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# 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.



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# 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.



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# 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.



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# 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.



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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.



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# 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



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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.



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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



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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.



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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.



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# 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.



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## 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.



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# 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.



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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.



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# 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.



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## 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:



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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.



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## 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.



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## 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.



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# 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.



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## 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.



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## 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.



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## 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.



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## 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.



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## 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.

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# 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.



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**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: [ JANUARY 1, 2019.

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

APPROVED BY LEGAL AS TO FORM
14 APR 2019
By

Name: [ SAIED AL-LAWATI ]

Designation: [ DIRECTOR, BUSINESS ]

Date: [ 14.04.2019 ]



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# 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.



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# 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 |
| D | Interface Testing Procedures |
| E | Technical Specifications |
| F | Forecast |
| H | Ordering, Delivery, Fault Handling and Service Levels |
| I | Calling Line Identifications (CLI) |
| J | Non-Disclosure Agreement |
| K | Contacts |
| L | Definitions |
| M | Tariffs |
| N | Credit Assessment |



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# 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.



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



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# 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.



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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.



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# 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<br>N | Total Duration<br>M | Total Revenue<br>R |
| Total | $\sum$ N | $\sum$ M | $\sum$ 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:



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| 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.



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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.



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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.



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# 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



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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.



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# 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.



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# 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;



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(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.



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# 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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# Access and Interconnection Agreement

## Annex C Services

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1 **General** ..... 3

2 **The Services** ..... 4



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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.



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## 2 The Services

| Sub Annex | Service | Version |
|---|---|---|
| C-FA 04 | Co-location | |
| C-FA 08 | Wholesale Transmission | |
| C-FA 10 | Wholesale Terminating Segments of Leased Lines | |
| C-FA 11 | Wholesale Trunk Segments of Leased Lines | |
| C-FA 12 | Wholesale Trunk Segments of Leased Lines - IPLC | |
| C-FI 01 | Fixed Ancillary Services | |
| C-FI 05 | Outgoing International Calls | |
| C-FI 06 | Calls to Special Fixed Services | |
| C-FI 09 | Fixed Call Termination Service | |
| C-FI 10 | Fixed Call Transit Services | |
| C-MI 01 | Mobile Ancillary Services | |
| C-MI 02 | Mobile Call Termination Services | |
| C-MI 03 | Mobile MMS and SMS Termination Services | |



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# Access and Interconnection Agreement

## Sub Annex C-FA 04 Co-location

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4 Terms and Conditions ..... 9

5 Ordering and Delivery ..... 12

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7 Fault Management ..... 14

8 Forecasts ..... 15



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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 |



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## 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.



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# 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



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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.



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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



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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.



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# 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)



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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;



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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.



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# 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"



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# 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.



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# 7 Fault Management

7.1 Fault Management shall be handled according to Annex H.



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# 8 Forecasts

8.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Sub Annex C-FA 08 Wholesale Transmission

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# 1 General

1.1 This Sub Annex sets out the Omantel offer for Transmission Service.

1.2 Omantel through this access Service enables bi-directional capacity transmission between Omantel's Network and the Requesting Party's Network.

1.3 Both Parties shall agree on the traffic type that shall be carried by the Transmission Links.



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# 2 Definitions

2.1 The definitions in Annex L shall apply to this Sub Annex C-FA 08 in addition to the following definitions:

2.1.1 Point of Access – the interface on any Party Network that is used to access its Network.

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

2.1.3 Transmission Links – links that carries the capacity requested by the Requesting Party.



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# 3 Transmission Service

3.1 Omantel offers the Requesting Party the possibility to have connectivity between two Points of Access for Access purposes through the Transmission Service.

3.2 Type A: Omantel offers the Requesting party the possibility to have connectivity between a Point of Access in the Requesting Party's Network and another Point of Access in the Omantel Network. The Requesting Party's Point of Access will be in Omantel's premises.




Figure 3-1 Transmission Service Type A

3.2.1 This Service (Type A) can also be offered on an in-span basis.

3.2.2 The two end points of this Service (Type A) can be within the same exchange or in different exchanges.

3.3 Type B: Omantel offers the Requesting party the possibility to have connectivity between two Points of Access in the Requesting Party's Network. In this case, the Service will be ordered and delivered as a combination of two times the Terminating segment of leased line (C-FA 10) and a Trunk segment of leased line (C-FA 11) as shown below. This Service could be used to connect the Requesting Party mobile switch to the Requesting Party base station using capacity in Omantel's network.



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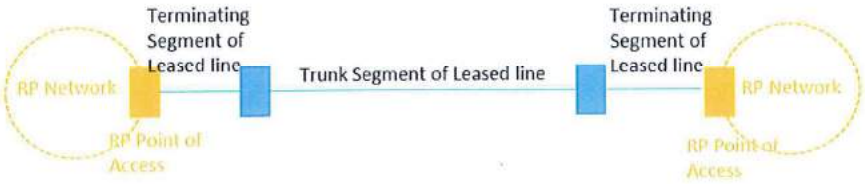



Figure 3-2 Transmission Service Type B

3.4 Type C: Omantel offers the Requesting party the possibility to have connectivity between two Points of Access in Omantel Network. In this case, the Service will be ordered and delivered as a combination of two times the Terminating segment of leased line (C-FA 10) and a Trunk segment of leased line (C-FA 11) as shown below. This service could be used by the Requesting Party to extend its connectivity from one POI location to another.

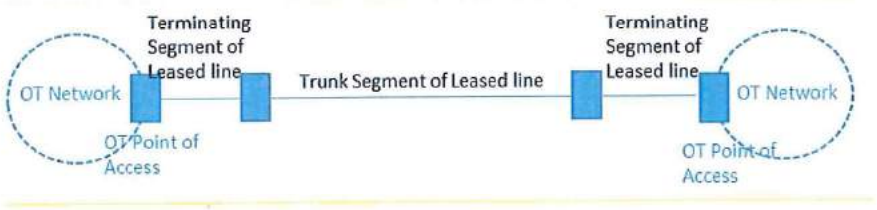



Figure 3-3 Transmission Service Type C

3.5 The Wholesale Transmission service portfolio consists of the following bandwidths

(a) 2 Mbit/s (E1)

(b) 34 Mbit/s (E3)

(c) 155 Mbit/s (STM1)

3.6 Omantel may be able to provide other bandwidths on terms and conditions agreed between both Parties, depending on technical feasibility and/ or based on the Services requested. Such special requests shall be handled according to Annex H. Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges and Omantel shall inform the TRA accordingly and obtain the necessary approvals from it.



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3.7 Omantel offers a Point of Access in Omantel Premises where the Requesting Party shall request Colocation Services from Omantel.

3.8 Interconnection links

3.8.1 Omantel also offers interconnection to both its fixed and mobile networks, the following three variants of Interconnection links namely:

a. In-Building Interconnect (IBI) – this is same as a Type A link with both the Points of Access in the same Omantel premises.
b. Customer Sited Interconnect (CSI) – this is same as a Type A link with one Point of Access in Omantel premises and the other in Requesting Party premises.
c. In-Span Interconnect (ISI) – this is same as a Type A link with one Points of Access in Omantel exchange and the other Point of Access at a meet me point agreed between both parties.



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# 4 Terms and Conditions

4.1 Service Provisioning:

4.1.1 The Transmission Service shall be subject to technical feasibility.

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

4.1.3 Omantel will be responsible to maintain the Transmission Links 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 Transmission Service specifying the details of the request.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 7 below.

4.2.3 The Requesting Party shall physically terminate the Transmission Links on its own node after it is handed over by Omantel.

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 cancelled Contract.



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4.3.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Service 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.



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# 5 Database

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

(a) Operator Name

(b) actual bandwidth

(c) Operator address

(d) order date

(e) agreed and promised delivery date

(f) actual delivery date

(g) reported faults

(h) maintenance actions taken

(i) installation fee

(j) monthly fee

5.2 The Requesting Party shall keep updated a database consisting of all active and ordered Transmission Links. 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 addition to the following.

6.2 Omantel shall target a delivery time of 45 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date 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 in respect the Wholesale Transmission Service orders 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 within 3 Working Days and return back to Omantel during the same period for any issues otherwise Omantel has the right to charge the Requesting Party from the Order Delivery Date.

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



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# 7 Tariff

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

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. 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.



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# 8 Fault Management

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

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 is found from Omantel's side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault, which Omantel shall be able to substantiate on request.



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# 9 Forecasts

9.1 Forecasting shall be handled according to Annex F.



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# 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.



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# 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.



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# 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.

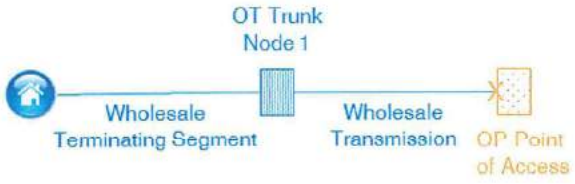



Figure 3-1 Termination Segment of Leased Line (Direct connection)

(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.

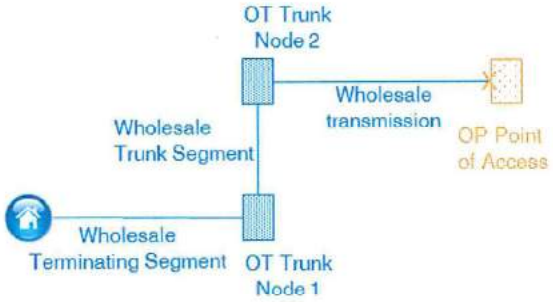



Figure 3-2 Termination Segment of Leased Line (Via a Trunk Segment)

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



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(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.



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# 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:



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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.



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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.



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# 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.



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# 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.



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# 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.



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# 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.



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# 9 Forecasts

9.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Sub Annex C-FA 12 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 (International Private Leased Circuit (IPLC)).

1.2 The Trunk Segment of Leased Line IPLC is a Fixed Wholesale Access Service comprising the provision by the Providing Party of a fixed capacity transmission facility between Omantel's CLS in Oman and the Destination located outside Oman.



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## 2 Definitions

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

2.2 Contract Term – the contract period of the Service starting from the date of commencement of the Service.

2.3 Oman End - Omantel CLS

2.4 Destination End – The other end of the IPLC circuit that is located outside the Territory.



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# 3 Trunk Segment of Leased Lines Service

3.1 Omantel offers capacity on its Cable systems in E1, DS3 and STM1, and their multiples.

3.2 The Service is provided to the following Destination locations:

3.2.1 Middle East - UAE, Kuwait, Qatar, Saudi Arabia, Bahrain, Iraq, Iran, Yemen

3.2.2 Non Middle-East – Marseille, Paris, London, Frankfurt, New York, Karachi, Mumbai, Singapore, Hong Kong

3.3 Omantel may be able to offer the Service to other Destination locations upon request from the Requesting Party. In such cases Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. The Requesting Party will be charged accordingly.

3.4 Providing Party shall not be liable for the non-availability of the Service in the event of cable cuts, Force Majeure or any planned or unplanned work by the owner (s) of the respective cable.



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# 4 Terms and Conditions

4.1 Service Provisioning:

4.2 The Service is subject to feasibility and availability.

4.3 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.

4.4 Omantel will be responsible to maintain the Service provided 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.

4.5 Left blank.

4.6 The Requesting Party Responsibility:

4.6.1 The Requesting Party shall pay Omantel the charges specified in Clause 7 below from the Date of Commencement of the Service.

4.7 Change request to existing link:

4.7.1 Upgrading bandwidth orders shall be placed according to order procedures in Clause 6 of this Sub Annex.

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

4.7.3 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 Term.



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4.7.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Service 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.

4.8 Contract Terms and Termination:

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

4.8.2 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.

4.8.3 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.

4.8.4 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.

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

4.9 Planned Outages

4.9.1 Planned outage is covered under Annex H in addition to the following Clauses:

4.9.2 The Cable owners from time to time may perform Cable maintenance which will result in Outages (Planned work).



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4.9.3 Upon receiving the Planned Outage notice from the Cable owners, Omantel shall give notice to the Requesting Party within 2 Working Days of receiving the notice, or before the Planned Outage occurs, whichever is sooner.

4.9.4 Emergencies shall be communicated verbally.



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# 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) former bandwidth(s)

(d) Oman end address

(e) Destination location address

(f) Submarine cable

(g) order date

(h) agreed and promised delivery date

(i) actual delivery date

(j) reported faults

(k) maintenance actions taken

(l) installation fee

(m) monthly fee

(n) discount schemes applicable to the line

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



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# 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 ensure that the request will include at least the following minimum information:

6.2.1 The bandwidth

6.2.2 Destination location

6.2.3 Contract term

6.3 Omantel shall target a delivery time of 60 Working Days subject to feasibility, cooperation of the Requesting Party and 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.

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

6.5 Omantel shall inform the Requesting Party once the link is activated. The Requesting Party shall test the link within three (3) Working Days and return back to Omantel during the same period for any issues. Otherwise Omantel has the right to charge the Requesting Party from the Service Delivery Date.



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# 7 Tariff

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

7.2 The prices are based on indicative prices from Third Party Operators and hence are subject to change without notice.

7.3 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.



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# 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 Omantel shall be able to substantiate on request.



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# 9 Forecasts

9.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Sub Annex C-FI 01 Fixed Ancillary Services

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# 1 General

1.1 This Sub Annex sets out the Fixed Ancillary Interconnection Services.

1.2 The Fixed Ancillary Interconnection Services Sub Annex comprises the following Services:

1.2.1 Fixed Point of Interconnection Service

1.2.2 Fixed Port Capacity Service

1.2.3 Basic Block and Expansion Co-location

1.2.4 Number Range Implementation

1.3 The Requesting Party shall request for appropriate connectivity requirements between Omantel POI and its equipment based on his location. The connectivity Services are charged separately as described in Sub Annex Sub Annex C-FA 08 and/ or Sub Annex C-FA 11



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# 2 Definitions

2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the definitions defined under each Clause in this Sub Annex.



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# 3 Point of Interconnection

3.1 Region:

3.1.1 Regions are divided into Areas according to Clause 3.2.1 of this Sub Annex.

3.1.2 In this Access and Interconnection Agreement the A Region will consist of the Dhofar Region, the B Region will consist of Musandam Region and the Masirah Island.

3.1.3 All other parts of Oman are considered to be the C Region.

3.2 Omantel Primary Level

3.2.1 Omantel Primary Switches are shown in Table 1 below:

| No. | Region | Location/ Area | Type | Code |
|---|---|---|---|---|
| 1 | C | Greater Mutrah | Primary Tandem | GMP1 |
| 2 | C | Qurum | Local Primary | QUR2 |
| 3 | C | Sohar | Local Primary | SOH2 |
| 4 | C | Nizwa | Local Primary | NIZ1 |
| 5 | B | Refer note below | Refer note below | GMP1 |
| 6 | A | Salalah | Local Primary | SAL2 |

Table 3-1: Primary Switches

3.2.2 The POI in Greater Mutrah (GMP1) is used as virtual POI for the "B" Region. No area in "B" Region has a POI.

3.3 Omantel International Switches

3.3.1 Omantel offers the establishment of Points of Interconnection at each of the international switches set out in Table 3-2 below, each of which allows the transit over Omantel's Network



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of calls which originate from Networks within Oman and terminate in Networks outside the Territory, and vice versa.

| No. | Location | Location/ Area |
|---|---|---|
| 1 | Greater Mutrah | ISC1 |
| 2 | Muscat | ISC2 |

Table 3-2: International Switches

3.3.2 Indirect access can be made to calls terminating and originating outside of Oman from Points of Interconnection in the table above.

3.4 Signaling

3.4.1 The parties shall use the signaling protocol "Signaling System No.7" (SS7) for the purposes of interconnection between their Networks, in accordance with relevant ITU-T and ETSI standards and recommendations. Omantel signaling system is based on ITU-T White Book and ETSI Version2.

3.4.2 Omantel will provide signaling at each of the Points of Interconnections and this will be based on both Associated mode and Quasi-Associated mode.

3.4.3 Omantel provides signaling interconnection at the point of interconnections as shown in Table 3-3 below:

| No. | Location |
|---|---|
| 1 | STP1 (Greater Mutrah) |
| 2 | STP2 (Qurum) |
| 3 | STP3 (Salalah) |
| 4 | STP4 (ISC1) |
| 5 | STP5 (ISC2) |



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Table 3-3: Signaling Transfer Points (STPs)

3.4.4 In case Omantel changed the location of the STPs, Omantel shall inform the Requesting Party of the new locations and using best efforts, transfer the Requesting Party's links without impacting the Service quality. The connectivity charges shall be charged to the Requesting Party. Any such charges shall be those reasonably incurred and which shall be objectively justified. All such charges shall be subject to TRA approval. For the avoidance of doubt, where the transfer arises as a result of an Omantel decision alone and the Requesting Party has already paid for the setup of its connectivity requirements in the existing location, any such costs already paid for shall be offset by Omantel when calculating the cost of connectivity at the new location. Omantel, where agreed with the Requesting Party, shall carry out and charge for work that could be carried out by the Requesting Party or its agents such as, for example to transport the Requesting Party's equipment to the new site. Such charges shall be agreed between the Parties.

3.5 Area and Number Ranges

3.5.1 Regions and Areas and the connected POI are as described in Table 3-4 below

| Region | Area | POI |
|---|---|---|
| A | Salalah | SAL2 |
| B | Musandem | - |
| B | Masirah | - |
| C | Qurum | QUR2 |
| C | Greater Muttrah | GMP1 |
| C | Sohar | SOH2 |
| C | Nizwa | NIZ1 |

Table 3-4: Regions and Area of POI

3.5.2 The Areas and the geographical number ranges connected to each Area are listed below. The Capital Area consists of the Greater Muttrah Area and the Qurum Area.



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| SOH2 POI | | SAL2 POI | | QUR2 POI | | | | |
|---|---|---|---|---|---|---|---|---|
| 26 882 XXX | 26 349 XXX | 23 225 XXX | 23 271 0XX | 24 889 XXX | 24 457 XXX | 24 562 XXX | 24 406 XXX | 24 774 2XX |
| 26 883 XXX | 26 840 XXX | 23 226 XXX | 23 271 1XX | 24 886 XXX | 24 530 XXX | 24 563 XXX | 24 608 XXX | 24 774 3XX |
| 26 884 XXX | 26 841 XXX | 23 227 XXX | 23 271 2XX | 24 875 XXX | 24 736 XXX | 24 564 XXX | 24 609 0XX | 24 774 4XX |
| 26 885 XXX | 26 842 XXX | 23 233 XXX | 23 279 XXX | 24 876 XXX | 27 737 XXX | 24 565 XXX | 24 609 2XX | 24 774 8XX |
| 26 886 XXX | 26 843 XXX | 23 234 XXX | 23 285 XXX | 24 877 XXX | 24 738 XXX | 24 566 XXX | 24 609 3XX | 24 774 9XX |
| 26 780 XXX | 26 844 XXX | 23 235 XXX | 23 232 2XX | 24 878 XXX | 24 739 XXX | 24 567 XXX | 24 609 4XX | 24 775 XXX |
| 26 781 XXX | 26 845 XXX | 23 236 XXX | 23 232 3XX | 24 879 XXX | 24 740 XXX | 24 568 XXX | 24 609 5XX | 24 633 0XX |
| 26 893 XXX | 26 846 XXX | 23 258 XXX | 23 232 4XX | 24 446 XXX | 24 741 XXX | 24 571 XXX | 24 609 6XX | 24 633 1XX |
| 26 894 XXX | 26 747 XXX | 23 268 XXX | 23 232 5XX | 24 449 XXX | 24 733 3XX | 24 572 XXX | 24 609 7XX | 24 633 2XX |
| 26 795 XXX | 26 748 XXX | 23 277 XXX | 23 232 6XX | 24 413 XXX | 24 735 0XX | 24 569 XXX | 24 609 8XX | 24 633 3XX |
| 26 796 XXX | 26 849 0XX | 23 223 1XX | 23 232 7XX | 24 414 XXX | 24 735 1XX | 24 570 0XX | 24 609 9XX | 24 633 4XX |
| 26 868 XXX | 26 849 1XX | 23 210 XXX | 23 232 8XX | 24 415 XXX | 24 735 2XX | 24 570 1XX | 24 631 XXX | 24 633 5XX |
| 26 869 XXX | 26 849 4XX | 23 211 XXX | 23 232 9XX | 24 420 XXX | 24 735 3XX | 24 570 2XX | 24 632 XXX | 24 633 6XX |
| 26 870 XXX | 26 849 5XX | 23 212 XXX | 23 436 XXX | 24 421 XXX | 24 735 4XX | 24 570 3XX | 24 634 XXX | 24 633 7XX |
| 26 871 XXX | 26 849 9XX | 23 213 XXX | 23 261 XXX | 24 422 XXX | 24 744 1XX | 24 570 4XX | 24 636 0XX | 24 633 8XX |
| 26 810 XXX | 26 750 XXX | 23 214 XXX | 23 262 XXX | 24 423 XXX | 24 744 2XX | 24 570 5XX | 24 636 1XX | 24 635 XXX |
| 26 811 XXX | 26 751 XXX | 23 219 XXX | 23 263 XXX | 24 424 XXX | 24 744 3XX | 24 570 6XX | 24 636 4XX | 24 639 XXX |
| 26 815 XXX | 26 762 XXX | 23 201 XXX | 23 264 XXX | 24 425 XXX | 24 744 4XX | 24 570 7XX | 24 636 5XX | 24 67X XXX |
| 26 875 XXX | 26 763 XXX | 23 202 XXX | 23 265 XXX | 24 427 XXX | 24 744 5XX | 24 570 8XX | 24 636 6XX | 24 38X XXX |
| 26 876 XXX | 26 788 XXX | 23 288 XXX | 23 466 XXX | 24 428 XXX | 24 744 6XX | 24 570 9XX | 24 636 7XX | 2 415 XXXX |
| 26 877 XXX | 26 822 XXX | 23 289 XXX | 23 467 XXX | 24 637 0XX | 24 744 7XX | 24 573 XXX | 24 641 1XX | 2 416 XXXX |
| 26 878 XXX | 26 823 XXX | 23 29X XXX | 23 465 XXX | 24 637 1XX | 24 744 8XX | 24 574 XXX | 24 641 2XX | |
| 26 879 XXX | 26 724 XXX | 23 203 XXX | | 24 637 2XX | 24 745 5XX | 24 575 XXX | 24 681 0XX | |
| 26 767 XXX | 26 864 0XX | 23 204 1XX | | 24 637 3XX | 24 711 XXX | 24 576 XXX | 24 681 1XX | |
| 26 792 XXX | 26 864 1XX | 23 204 2XX | | 24 637 4XX | 24 712 XXX | 24 577 XXX | 24 681 2XX | |
| 26 897 XXX | 26 864 2XX | 23 204 3XX | | 24 637 7XX | 24 713 XXX | 24 578 XXX | 24 681 3XX | |
| 26 898 XXX | 26 864 3XX | 23 204 5XX | | 24 637 8XX | 24 714 XXX | 24 579 XXX | 24 681 4XX | |
| 26 860 XXX | 26 866 XXX | 23 204 6XX | | 24 637 9XX | 24 715 XXX | 24 582 XXX | 24 681 5XX | |
| 26 861 XXX | 26 346XXX | 23 204 7XX | | 24 535 XXX | 24 719 0XX | 24 583 XXX | 24 681 6XX | |
| 26 862 XXX | | 23 204 8XX | | 24 536 XXX | 24 590 XXX | 24 584 XXX | 24 681 7XX | |
| 26 712 XXX | | 23 204 9XX | | 24 537 XXX | 24 591 XXX | 24 585 XXX | 24 681 8XX | |
| 26 713 XXX | | 23 205 2XX | | 24 538 XXX | 24 592 XXX | 24 586 XXX | 24 682 4XX | |
| 26 714 XXX | | 23 205 3XX | | 24 539 XXX | 24 593 XXX | 24 587 XXX | 24 682 5XX | |
| 26 765 XXX | | 23 205 5XX | | 24 540 XXX | 24 594 XXX | 24 588 XXX | 24 682 6XX | |
| 26 801 XXX | | 23 205 6XX | | 24 541 XXX | 24 595 XXX | 24 589 XXX | 24 682 7XX | |
| 26 802 XXX | | 23 205 7XX | | 24 542 XXX | 24 596 XXX | 24 823 XXX | 24 682 8XX | |
| 26 803 XXX | | 23 205 8XX | | 24 543 XXX | 24 597 XXX | 24 473 XXX | 24 682 9XX | |
| 26 804 XXX | | 23 205 9XX | | 24 544 XXX | 24 501 XXX | 24 474 XXX | 24 70X XXX | |
| 26 805 XXX | | 23 207 2XX | | 24 545 XXX | 24 502 XXX | 24 476 XXX | 24 750 XXX | |
| 26 806 0XX | | 23 207 3XX | | 24 546 XXX | 24 503 XXX | 24 477 XXX | 24 751 XXX | |
| 26 806 1XX | | 23 207 4XX | | 24 547 XXX | 24 504 XXX | 24 478 XXX | 24 779 XXX | |
| 26 806 2XX | | | | 24 450 XXX | 24 505 XXX | 24 479 XXX | 24 78X XXX | |
| 26 806 5XX | | | | 24 451 XXX | 24 506 XXX | 24 437 XXX | 24 79X XXX | |
| 26 806 6XX | | | | 24 452 XXX | 24 507 XXX | 24 49X XXX | 24 761 0XX | |
| 26 806 9XX | | | | 24 453 XXX | 24 598 XXX | 24 558 XXX | 24 761 1XX | |
| 26 807 0XX | | | | 24 454 XXX | 24 599 XXX | 24 31X XXX | 24 761 2XX | |
| 26 807 1XX | | | | 24 455 XXX | 24 509 0XX | 24 32X XXX | 24 761 3XX | |
| 26 890 XXX | | | | 24 456 XXX | 24 509 1XX | 24 33X XXX | 24 761 4XX | |
| 26 791 XXX | | | | | 24 509 2XX | 24 480 XXX | 24 761 6XX | |
| 26 708 XXX | | | | | 24 509 3XX | 24 483 XXX | 24 761 7XX | |
| 26 709 XXX | | | | | 24 509 4XX | 24 484 XXX | 24 762 1XX | |
| 26 854 XXX | | | | | 24 524 0XX | 24 485 XXX | 24 762 2XX | |
| 26 855 XXX | | | | | 24 524 1XX | 24 486 XXX | 24 762 3XX | |
| 26 856 XXX | | | | | 24 524 2XX | 24 487 XXX | 24 762 4XX | |
| 26 857 XXX | | | | | 24 524 3XX | 24 488 XXX | 24 762 5XX | |
| 26 816 XXX | | | | | 24 524 4XX | 24 69X XXX | 24 762 6XX | |
| 26 817 XXX | | | | | 24 524 5XX | 24 600 XXX | 24 762 7XX | |
| 26 818 XXX | | | | | 24 524 6XX | 24 601 XXX | 24 762 8XX | |
| 26 819 XXX | | | | | 24 524 7XX | 24 602 XXX | 24 762 9XX | |
| 26 720 XXX | | | | | 24 524 8XX | 24 603 XXX | 24 763 1XX | |
| 26 721 XXX | | | | | 24 524 9XX | 24 604 XXX | 24 763 2XX | |
| 26 889 XXX | | | | | 24 510 XXX | 24 605 XXX | 24 763 3XX | |
| 26 852 XXX | | | | | 24 517 XXX | 24 607 0XX | 24 763 4XX | |
| 26 340 XXX | | | | | 24 518 XXX | 24 607 1XX | 24 763 5XX | |
| 26 341 XXX | | | | | 24 521 XXX | 24 607 2XX | 24 763 6XX | |
| 26 342 XXX | | | | | 24 522 XXX | 24 607 3XX | 24 764 XXX | |
| 26 343 XXX | | | | | 24 511 XXX | 24 607 4XX | 24 765 1XX | |
| 26 344 XXX | | | | | 24 512 1XX | 24 607 5XX | 24 765 5XX | |
| 26 345 XXX | | | | | 24 516 XXX | 24 607 6XX | 24 765 6XX | |
| 26 346 XXX | | | | | 24 519 XXX | 24 607 7XX | 24 765 7XX | |
| 26 347 XXX | | | | | 24 560 XXX | 24 607 9XX | 24 768 XXX | |
| 26 348 XXX | | | | | 24 561 XXX | 24 607 8XX | 24 774 1XX | |

| NIZ1 POI | MUSAN DAM | GMP1 POI | MASIRAH |
|---|---|---|---|



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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 25 578 XXX | 25 659 1XX | 25 623 9XX | 25 487 XXX | 26 836 XXX | 24 845 XXX | 24 744 6XX | 24 570 9XX | 24 633 0XX | 25 504 XXX |
| 25 579 XXX | 25 659 2XX | 25 600 XXX | 25 488 XXX | 26 837 XXX | 24 846 XXX | 24 744 7XX | 24 573 XXX | 24 633 1XX | |
| 25 580 XXX | 25 659 3XX | 25 601 XXX | 25 489 XXX | 26 838 XXX | 24 847 XXX | 24 744 8XX | 24 574 XXX | 24 633 2XX | |
| 25 524 XXX | 25 662 XXX | 25 682 XXX | 25 410 XXX | 26 739 XXX | 24 859 XXX | 24 745 5XX | 24 575 XXX | 24 633 3XX | |
| 25 525 XXX | 25 663 0XX | 25 603 xxx | 24 411 XXX | 26 735 0XX | 24 842 XXX | 24 711 XXX | 24 576 XXX | 24 633 4XX | |
| 25 526 XXX | 25 663 1XX | 25 603 XXX | 25 412 XXX | 26 735 1XX | 24 889 XXX | 24 712 XXX | 24 577 XXX | 24 633 5XX | |
| 25 594 XXX | 25 663 2XX | 25 605 XXX | 25 413 XXX | 26 735 2XX | 24 886 XXX | 24 713 XXX | 24 578 XXX | 24 633 6XX | |
| 25 597 XXX | 25 663 3XX | 25 606 XXX | 25 417 XXX | 26 735 3XX | 24 875 XXX | 24 714 XXX | 24 579 XXX | 24 633 7XX | |
| 25 592 XXX | 25 663 4XX | 25 627 XXX | 25 419 XXX | 26 730 XXX | 24 876 XXX | 24 715 XXX | 24 582 XXX | 24 633 8XX | |
| 25 340 XXX | 25 663 5XX | 25 608 XXX | 25 420 XXX | 26 731 XXX | 24 877 XXX | 24 719 0XX | 24 583 XXX | 24 635 XXX | |
| 25 341 XXX | 25 663 6XX | 25 629 XXX | 25 421 XXX | 26 732 XXX | 24 878 XXX | 24 590 XXX | 24 584 XXX | 24 639 XXX | |
| 25 342 XXX | 25 663 7XX | 25 684 XXX | 25 422 XXX | 26 828 XXX | 24 879 XXX | 24 591 XXX | 24 585 XXX | 24 67X XXX | |
| 25 391 XXX | 25 663 8XX | 25 605 XXX | 25 423 XXX | 26 829 XXX | 24 446 XXX | 24 592 XXX | 24 586 XXX | 24 38X XXX | |
| 25 392 XXX | 25 663 9XX | 25 540 XXX | 25 454 XXX | 26 733 0XX | 24 449 XXX | 24 593 XXX | 24 587 XXX | 2 415 XXXX | |
| 25 393 XXX | 25 664 XXX | 25 541 XXX | 25 425 XXX | 26 733 1XX | 24 413 XXX | 24 594 XXX | 24 588 XXX | 2 416 XXXX | |
| 25 394 XXX | 25 665 0XX | 25 542 XXX | 25 426 XXX | 26 733 2XX | 24 414 XXX | 24 595 XXX | 24 589 XXX | | |
| 25 395 XXX | 25 665 1XX | 25 543 XXX | 25 457XXX | 26 733 3XX | 24 415 XXX | 24 596 XXX | 24 823 XXX | | |
| 25 396 XXX | 25 665 2XX | 25 544 XXX | 25 458 XXX | 26 733 4XX | 24 420 XXX | 24 597 XXX | 24 473 XXX | | |
| 25 497 XXX | 25 665 3XX | 25 545 XXX | 25 429 XXX | 26 733 5XX | 24 421 XXX | 24 501 XXX | 24 474 XXX | | |
| 25 398 XXX | 25 665 4XX | 25 546 XXX | 25 431 XXX | 26 733 6XX | 24 422 XXX | 24 502 XXX | 24 476 XXX | | |
| 25 399 XXX | 25 665 5XX | 25 547 0XX | 25 432 XXX | 26 733 7XX | 24 423 XXX | 24 503 XXX | 24 477 XXX | | |
| 25 350 XXX | 25 665 6XX | 25 547 1XX | 25 443 XXX | 26 733 8XX | 24 424 XXX | 24 504 XXX | 24 478 XXX | | |
| 25 351 XXX | 25 665 7XX | 25 547 2XX | 25 434 XXX | 26 733 9XX | 24 425 XXX | 24 505 XXX | 24 479 XXX | | |
| 25 352 XXX | 25 665 8XX | 25 547 3XX | 25 435 XXX | 26 734 0XX | 24 427 XXX | 24 506 XXX | 24 437 XXX | | |
| 25 379 XXX | 25 665 9XX | 25 547 5XX | 25 437 XXX | 26 734 1XX | 24 428 XXX | 24 507 XXX | 24 49X XXX | | |
| 25 390 XXX | 25 666 0XX | 25 547 6XX | 25 438 XXX | 26 734 2XX | 24 637 0XX | 24 598 XXX | 24 558 XXX | | |
| 25 360 XXX | 25 666 1XX | 25 547 7XX | 25 449 XXX | 26 734 3XX | 24 637 1XX | 24 599 XXX | 24 31X XXX | | |
| 25 361 XXX | 25 666 2XX | 25 547 8XX | 25 346 XXX | 26 734 4XX | 24 637 2XX | 24 509 0XX | 24 32X XXX | | |
| 25 368 XXX | 25 666 3XX | 25 547 9XX | 25 347 XXX | 26 341 XXX | 24 637 3XX | 24 509 1XX | 24 33X XXX | | |
| 25 369 XXX | 25 666 4XX | 25 548 XXX | 25 363 XXX | | 24 637 4XX | 24 509 2XX | 24 81 XXXX | | |
| 25 359 XXX | 25 666 5XX | 25 587 0XX | 25 364 XXX | | 24 637 7XX | 24 509 3XX | 24 83 XXXX | | |
| 25 570 XXX | 25 666 6XX | 25 587 1XX | 25 365 XXX | | 24 637 8XX | 24 509 4XX | 24 70X XXX | | |
| 25 571 XXX | 25 666 7XX | 25 587 2XX | 25 376 XXX | | 24 637 9XX | 24 524 0XX | 24 750 XXX | | |
| 25 572 XXX | 25 666 8XX | 25 587 3XX | 25 617 XXX | | 24 535 XXX | 24 524 1XX | 24 751 XXX | | |
| 25 581 XXX | 25 666 9XX | 25 550 XXX | | | 24 536 XXX | 24 524 2XX | 24 779 XXX | | |
| 25 583 XXX | 25 667 XXX | 25 551 XXX | | | 24 537 XXX | 24 524 3XX | 24 78X XXX | | |
| 25 584 XXX | 25 668 XXX | 25 553 XXX | | | 24 538 XXX | 24 524 4XX | 24 79X XXX | | |
| 25 505 XXX | 25 669 0XX | 25 554 XXX | | | 24 539 XXX | 24 524 5XX | 24 761 0XX | | |
| 25 586 XXX | 25 669 1XX | 25 566 XXX | | | 24 540 XXX | 24 524 6XX | 24 761 1XX | | |
| 25 549 XXX | 25 669 2XX | 25 557 XXX | | | 24 541 XXX | 24 524 7XX | 24 761 2XX | | |
| 25 560 XXX | 25 669 3XX | 25 558 XXX | | | 24 542 XXX | 24 524 8XX | 24 761 3XX | | |
| 25 650 XXX | 25 669 4XX | 25 561 1XX | | | 24 543 XXX | 24 524 9XX | 24 761 4XX | | |
| 25 651 XXX | 25 669 5XX | 25 561 3XX | | | 24 544 XXX | 24 510 XXX | 24 761 6XX | | |
| 25 652 XXX | 25 669 6XX | 25 561 5XX | | | 24 545 XXX | 24 517 XXX | 24 761 7XX | | |
| 25 653 XXX | 25 669 7XX | 25 546 6XX | | | 24 546 XXX | 24 518 XXX | 24 762 1XX | | |
| 25 654 XXX | 25 689 XXX | 25 546 7XX | | | 24 547 XXX | 24 521 XXX | 24 762 2XX | | |
| 25 655 XXX | 25 690XXX | 25 562 XXX | | | 24 450 XXX | 24 522 XXX | 24 762 3XX | | |
| 25 656 XXX | 25 691 XXX | 25 514 XXX | | | 24 451 XXX | 24 511 XXX | 24 762 4XX | | |
| 25 659 0XX | 25 692 XXX | 25 640 XXX | | | 24 452 XXX | 24 512 1XX | 24 762 5XX | | |
| | 25 694 XXX | 25 641 XXX | | | 24 453 XXX | 24 516 XXX | 24 762 6XX | | |
| | 25 695 XXX | 25 642 XXX | | | 24 454 XXX | 24 519 XXX | 24 762 7XX | | |
| | 25 676 XXX | 25 643 XXX | | | 24 455 XXX | 24 560 XXX | 24 762 8XX | | |
| | 25 699 XXX | 25 532 XXX | | | 24 456 XXX | 24 561 XXX | 24 762 9XX | | |
| | 25 670 XXX | 25 446 XXX | | | 24 457 XXX | 24 562 XXX | 24 763 1XX | | |
| | 25 631 XXX | 25 461 XXX | | | 24 530 XXX | 24 563 XXX | 24 763 2XX | | |
| | 25 672 XXX | 25 470 XXX | | | 24 736 XXX | 24 564 XXX | 24 763 3XX | | |
| | 25 635 XXX | 25 471 XXX | | | 27 737 XXX | 24 565 XXX | 24 763 4XX | | |
| | 25 636 XXX | 25 472 XXX | | | 24 738 XXX | 24 566 XXX | 24 763 5XX | | |
| | 25 638 XXX | 25 473 XXX | | | 24 739 XXX | 24 567 XXX | 24 763 6XX | | |
| | 25 409 0XX | 25 474 XXX | | | 24 740 XXX | 24 568 XXX | 24 764 XXX | | |
| | 25 409 1XX | 25 475 XXX | | | 24 741 XXX | 24 571 XXX | 24 765 1XX | | |
| | 25 409 2XX | 25 476 XXX | | | 24 733 3XX | 24 572 XXX | 24 765 5XX | | |
| | 25 409 3XX | 25 477 XXX | | | 24 735 0XX | 24 569 XXX | 24 765 6XX | | |
| | 25 678 4XX | 25 478 XXX | | | 24 735 1XX | 24 570 0XX | 24 765 7XX | | |
| | 25 678 5XX | 25 479 XXX | | | 24 735 2XX | 24 570 1XX | 24 768 XXX | | |
| | 25 678 6XX | 25 480 XXX | | | 24 735 3XX | 24 570 2XX | 24 774 1XX | | |
| | 25 678 7XX | 25 481 XXX | | | 24 735 4XX | 24 570 3XX | 24 774 2XX | | |
| | 25 678 8XX | 25 482 XXX | | | 24 744 1XX | 24 570 4XX | 24 774 3XX | | |
| | 25 678 0XX | 25 483 XXX | | | 24 744 2XX | 24 570 5XX | 24 774 4XX | | |
| | 25 622 6XX | 25 484 XXX | | | 24 744 3XX | 24 570 6XX | 24 774 8XX | | |
| | 25 622 7XX | 25 485 XXX | | | 24 744 4XX | 24 570 7XX | 24 774 9XX | | |
| | 25 623 8XX | 25 486 XXX | | | 24 744 5XX | 24 570 8XX | 24 775 XXX | | |

Table 3-5: Area and Geographical Number Range

3.5.3 Additional number ranges could be opened in Omantel Network and would follow the above principles.



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3.6 Ordering and Delivery

3.6.1 Ordering and delivery is handled according to Clause 7 of this Sub Annex.

3.6.2 The Requesting Party shall request at least two points of Interconnections.

3.6.3 Targeted delivery time for Points of Interconnection is 34 Working Days with a maximum delivery time of 75 Working Days subject to feasibility. 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.



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# 4 Fixed Port Capacity Service

## 4.1 General

4.1.1 This Clause 4 sets out the Port Capacity Service of the Omantel Network.

4.1.2 Omantel shall provide access to its respective switches by means of ports at each Point of Interconnection.

4.1.3 Port Capacity is available in increments of 2 Mbit/s

## 4.2 Definitions

4.2.4 The definitions in Annex L shall apply to this Clause in addition to the following definitions:

(a) Port Capacity – The number of 2Mbit/s switch ports at a Point of Interconnection

(b) Port Capacity Order - An order for 2 Mbit/s port capacity at a Point of Interconnection submitted by the Requesting Party to Omantel.

## 4.3 Ordering and Delivery

4.3.1 Ordering and delivery is handled according to Clause 7 of this Sub Annex.

4.3.2 With respect to Port Capacity ordered at a Point of Interconnection already in operation Omantel shall have a target delivery time of 25 Working Days and shall not exceed 70 Working Days following the date of receipt of the relevant Port Capacity Order 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.

4.3.3 Port Capacity ordered at Point of Interconnection that is not already in operation shall have a target delivery time according to Clause 7 of this Sub Annex.

4.3.4 If testing is considered necessary by one Party such testing shall be fulfilled in accordance with test specifications contained in Annex D.



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4.3.5 The Parties shall use reasonable endeavors to complete such testing in the shortest appropriate time. Omantel shall provide the Requesting Party with reasonable time to prepare for the testing before commencing the testing. The Parties shall co-operate to ensure that testing is reasonably spread across the agreed testing period.

4.3.6 As soon as the Port Capacity is ready for Service, both Parties shall in writing or via e-mail certify that the Port Capacity Order has been satisfactory delivered.

4.4 Removal of Port Capacity

4.4.1 Other than for reasons of payment default by Operator or as otherwise provided for under the terms of this Agreement once installed, Port Capacity can only be terminated by Omantel with the written consent of the Party paying for the Service.

4.4.2 The Requesting Party may terminate any Port Capacity at any POI upon twelve (12) weeks written notice to Omantel.

4.5 Order Amendment

4.5.1 Port Capacity Orders may not be amended unless the Parties agree to do so in writing, or where the Party requesting the change compensates the other Party for any reasonable costs incurred as a result of the change. Such costs shall be justified on request.



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# 5 Basic Block and Expansion Co-location

## 5.1 General

5.1.1 The Basic Block and Expansion Co-Location arrangement under this Clause 5 is for reserving the port capacity at the Point of Interconnection. This can be done in multiples of 2mbps or in multiples of STM1.

5.1.2 Omantel will provide the requested connectivity between the Omantel POI and the Requesting Party Equipment Co-located at Omantel premises in accordance with the Co-location Services described in Sub Annex C-FA 04 and Wholesale Transmission as described in Sub Annex C-FA 08.

## 5.2 The Products

5.2.1 Omantel offers the following product options for the Basic Block and Expansion Co-location:

(a) Interconnection Basic Block 63 X 2 Mbps Customer Interface.

(b) Interconnection Basic Block 1 X STM-1 Customer Interface.

(c) Interconnection Expansion Block (63 X 2 Mbps) Customer Interface.

(d) Interconnection Expansion Block 1 X STM-1 Customer Interface

## 5.3 Ordering and Delivery

5.3.1 Ordering and delivery is handled according to Clause 7 of this Sub Annex

5.3.2 The target delivery time is estimated to be 30 Working Days and shall not exceed 60 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.

5.3.3 Requests for Basic Block and Expansion Co-location that are not specified in this Sub Annex may be undertaken upon request as in Clause 7 of this Sub Annex.



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5.3.4 The Requesting Party shall request for appropriate connectivity requirements between Omantel POI and its equipment based on his location. The connectivity Services are charged separately as described in Sub Annex Sub Annex C-FA 08 and/ or Sub Annex C-FA 11



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# 6 Number Ranges Implementation

## 6.1 General

6.1.1 Omantel delivers Services to implement numbers in the Omantel Fix Network. The Services are charged and delivered according to the conditions stated in this Clause 6

6.1.2 Omantel will only accept orders concerning number ranges that are allocated to the Requesting Party, according to the National Numbering Plan published by the TRA.

## 6.2 Omantel Services for Number Implementation

6.2.1 Omantel implements number resources, and will make them available to Customers directly connected to the Omantel Fixed Network; Omantel will also make the said numbers available for terminating Calls.

6.2.2 Number implementation means implementation of new number resources in the Omantel Fix Network and changing or disconnecting existing Number resources in the Omantel Fix Network.

6.2.3 The Number implementation Service is supplied as two different types:

6.2.3.1 Omantel Number Implementation in a defined time frame - The Service is used when implementation of Number resources are not time-critical. The implementation will be performed at a time chosen as suitable to Omantel within the agreed time frame and the maximum delivery time.

6.2.3.1 Omantel Number implementation at a specific time - The Service is used when the implementation of the Number resources is to be performed on a specific date. This Service makes it possible to implement Number resources with minimal disturbance of the customer base.

## 6.3 Specific Conditions to Type of Number Resources



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6.3.1 Implementation of the Requesting Party's number range on Omantel Fixed Network is performed with an analysis corresponding to the number of digits which the number range has according to the Numbering Plan published by the TRA.

6.3.2 Number for testing purposes - The Requesting Party shall supply Omantel with at least one (1) number for testing purposes. At that number there shall be an automatic answer stating that the call is delivered to the Requesting Party's network and stating the Requesting Party's name. The number for testing purpose is to be permanent.



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# 7 Ordering and Delivery

7.1 Ordering and Delivery defined in Annex H shall apply to this Sub Annex in addition to the specific order and delivery terms defined under each Clause in this Sub Annex.



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# 8 Tariff

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

8.2 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. 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.



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# 9 Fault Management

9.1 Fault Management shall be handled according to Annex H.



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# 10 Forecasts

10.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Sub Annex C-FI 05 Outgoing Interntional Calls

KS KA

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# 1 General

1.1 This Sub Annex sets out the following Services:

1.1.1 Outgoing International Call Services, and

1.1.2 Outgoing Aeronautical and Maritime Call Services

1.2 The Requesting Party shall request for Fixed Ancillary Interconnect Services to be able to convey Calls between Omantel and the Requesting Party.

1.3 The Requesting Party shall request the interconnection from Omantel directly at both its International switches.

1.4 The Parties shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex. Where a RAIO agreement exists between the Parties, no further requirements for a specification document shall exist.

1.5 The Parties shall convey Calls during those periods of time and at the same standard and quality of Service as Parties convey similar Calls to their Customers.

1.6 Omantel shall be under no obligation to convey Transit Calls to destinations that are not available to Omantel Customers.

1.7 The Requesting Party shall not hand over Calls to Omantel Network and Omantel shall be under no obligation under this Sub Annex, to accept these Calls from the Requesting Party Network.

1.8 Each Party shall correct faults that occur in its Network which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.



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## 2 Definitions

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

2.1.1 International Operator – Third Party Operator located outside the Territory.

2.1.2 Service – Outgoing International Call Service

2.1.3 Outgoing International Call Service - An International Call handed over from the Requesting Party Network to Omantel Network at a Point of Interconnection at one of Omantel's international switches to be handed over from the Omantel Network to an International Operator's network where the International Operator offers directly or indirectly termination of the voice call abroad.



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# 3 Outgoing International Call Services

3.1 Omantel offers the Requesting Party the Outgoing International Call Service. The Service allows the Requesting Party to use Omantel's Network to transit Calls delivered through its International Point of Interconnect to an International Destination.

3.2 Charges for the Outgoing International Call Services are as a cascade Service and consist of two parts;

3.2.1 National leg - defined as Direct International Outgoing Service.

3.2.2 International leg – includes the termination fee of the International Operator amended from time to time.

3.2.3 For the avoidance of doubt, the international destination could also be Satellite, Aeronautical or Maritime Third Party Operators.



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# 4 Routing Regimes

4.1 Calls handed over from the Requesting Party Network at a POI at Omantel International Switches must be designated to be terminated to an international destination or to Satellite, Aeronautical or Maritime Third Party Operators.



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# 5 Ordering and Delivery

5.1 Ordering and delivery shall be handled according to Annex H.

5.2 Omantel shall target a delivery time of no more than thirty (30) to 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.



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# 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 the 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.



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# 7 Fault Management

7.1 Fault Management shall be handled according to Annex H.



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# 8 Forecasts

8.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Sub Annex C-FI 06 Special Services Fixed

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# 1 General

1.1 This Sub Annex sets out the Services

1.1.1 Calls to Emergency Services

1.1.2 Calls to Directory Services.

1.1.3 Calls to Local Time Enquiry Service

1.1.4 Calls to Omantel Service Center

1.2 The Requesting Party shall request for Fixed Ancillary Interconnect Services to be able to convey calls between Omantel and the Requesting Party.

1.3 The Parties shall agree in advance on all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex. Where a RAIO agreement exists between the Parties no further requirements for a specification documents shall exist.

1.4 The Parties shall convey Calls during those periods of time and at the same standard and quality of Service as Parties convey similar Calls to their Customers.

1.5 Omantel shall be under no obligation to convey Transit Calls to destinations that are not available to Omantel Customers.

1.6 Each Party shall correct faults that occur in its Network which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

1.7 The minimum contract period will be one (1) year.



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# 2 Calls to Emergency Services

2.1 Emergency Services Implemented on Omantel Network.

2.2 Omantel offers the Requesting Party the Call to Emergency Services. The Service allows the Requesting Party to convey calls from the Requesting Party Network to Omantel Network through the Point of Interconnection to be delivered to an emergency call handling center number implemented on Omantel Network.

2.3 Omantel shall offer access to the following emergency Services through the use of the 4-digit number set out below in respect to each of these emergency Services:

| No. | Service | Definition |
|---|---|---|
| 1 | General Emergencies | 9999 |

Table 2-1 Calls to Emergency Service

2.4 Any Emergency Call with a CLIR instruction shall have such CLIR instruction disregarded, allowing full CLIP to be presented to the relevant emergency call center.

2.5 The Service includes the termination fee, as listed in Clause 7 of this Sub Annex, which will be invoiced to the Requesting Party. The Service might also include additional fees such as but not limited to the emergency call center fee and the administration fee. Any such fees shall be those either imposed by other relevant authorities of the Sultanate of Oman or any such other charges that shall be cost based and objectively justified. Any fees shall be subject to prior TRA approval.



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# 3 Calls to Directory Enquiry Services

3.1 Omantel shall offer to the Requesting Party access to certain Services offered by Omantel through the use of special 4-digit numbers and number series. The numbers are set out below for each of these Services:

| No. | Service | Definition |
|---|---|---|
| 1 | Local Number Enquiries | 1318 |
| 2 | International Number Enquiries | 1319 |

Table 3-1 Calls to Directory Enquiry Services

3.2 The Service includes the termination fee, as listed in Clause 7 of this Sub Annex, which will be invoiced to the Requesting Party. The Service also includes the Directory Enquiry Services fee.



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# 4 Calls to Local Time Enquiry Service

4.1 Omantel shall offer to the Requesting Party access to Local Time Enquiry Service offered by Omantel through the use of special 4-digit numbers as shown in the table below:

| No. | Service | Definition |
|---|---|---|
| 1 | Time in Arabic & English | 1306 |

Table 4-1 Access to Telephone Services' Numbers

4.2 The Service includes the termination fee, as listed in Clause 7 of this Sub Annex, which will be invoiced to the Requesting Party. The Service also includes the Local Time Enquiry fee.



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# 5 Calls to Omantel Service Center

5.1 Omantel shall offer to the Requesting Party access to Omantel Service Center listed below.

| No. | Service | Definition |
|---|---|---|
| 1 | Omantel Service Center | 1234 |

Table 5-1 Calls to Omantel Service Center



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# 6 Ordering and Delivery

6.1 Ordering and delivery shall be handled according to Annex H.

6.2 Omantel shall target a delivery time of no more than thirty (30) to 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.



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# 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. 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.



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# 8 Fault Management

8.1 Fault Management shall be handled according to Annex H.



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# 9 Forecasts

9.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement
## Sub Annex C-FI 09 Fixed Call Termination Services

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# 1 General

1.1 This Sub Annex sets out the following Services:

1.1.1 Fixed Call Termination Service (National Calls), and

1.1.2 Fixed Call Termination Service (International Calls)

1.2 The Requesting Party shall request for Fixed Ancillary Interconnection Services to be able to convey calls between Omantel and the Requesting Party.

1.3 Omantel shall develop a technical specification document for the conveyance of all Calls pursuant to this sub-annex within three months from the date of publication of the approved RAIO.

1.4 The Parties shall convey Calls during those periods of time and at the same standard and quality of Service as Parties convey similar Calls to their customers.

1.5 The Requesting Party shall not hand over to Omantel and Omantel shall be under no obligation under this Sub Annex, to convey Calls not listed in this Sub Annex and not listed in Annex M.

1.6 Each Party shall correct faults that occur in its Network which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.



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# 2 Definitions

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

2.1.1 Call Termination – A Call originated on the Requesting Party's Network and handed over to Omantel Point of Interconnection in Omantel Network closest to the fixed termination point.

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

# 3 Call Termination Services (National Calls)

3.1 A "Call Termination Service" is a Service which consists of the call conveyance by the Requesting Party to Omantel Fixed Network. Calls conveyed under any other Requesting Party Service are not conveyed pursuant to this Service.

3.2 Left blank.

3.3 Omantel shall accept Calls terminated on its Fixed Network at the same standard and quality of Service as Omantel conveys similar Calls to its own customers.

3.4 Omantel shall only accept and terminate Calls to Services contained in this Sub Annex to Customers who are available on its Network.

3.5 The Service includes the termination fee incurred by Omantel, as listed in Clause 7 of this Sub Annex, which will be invoiced to the Requesting Party.



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# 4 Call Termination Services (International Calls)

4.1 Omantel offers Incoming International Calls Termination Service that will allow the Requesting Party to handover International Voice Calls to be terminated on the Omantel Fixed Network.

4.2 Omantel shall accept Calls terminated on its Fixed Network at the same standard and quality of Service as Omantel conveys similar Calls to its own customers

4.3 Omantel shall only accept and terminate Calls to Services contained in this Sub Annex to Customers who are available on its Network

4.4 The Service includes the termination fee incurred by Omantel, as listed in Clause 77 of this Sub Annex, which will be invoiced to the Requesting Party.



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# 5 Routing Regimes

5.1 To Fixed termination points:

5.1.1 Calls handed over from the Requesting Party Network to the Omantel Network designated to be terminated at a Fixed Network terminal point in the Omantel Fixed Network shall be handed over at the Point of Interconnection closest to the fixed termination point.



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# 6 Ordering and Delivery

6.1 Ordering and delivery shall be handled according to Annex H.

6.2 Omantel shall target a delivery time of no more than thirty (30) to 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.



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# 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. 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.



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# 8 Fault Management

8.1 Fault Management shall be handled according to Annex H.



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# 9 Forecasts

9.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Sub Annex C-MI 01 Mobile Ancillary Services

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# 1 General

1.1 This Sub Annex sets out the Mobile Ancillary Interconnection Services.

1.2 The Mobile Ancillary Interconnect Service Sub Annex is comprised of the following Services which will allow the Requesting Party to Interconnect with Omantel Mobile Network:

1.2.1 Mobile Point of Interconnection Service

1.2.2 Mobile Port Capacity Service

1.2.3 Basic Block and Expansion Co-location

1.2.4 Number Ranges Implementation

1.3 The Requesting Party shall request for appropriate connectivity requirements between Omantel POI and its equipment based on his location. The connectivity Services are charged separately as described in Sub Annex Sub Annex C-FA 08 and/ or Sub Annex C-FA 11.



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# 2 Definitions

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



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# 3 Point of Interconnection

3.1 Omantel Mobile Gateway Switch.

3.1.1 Omantel offers the establishment of Points of Interconnection at each of the Mobile Gateway Switches set out in Table 3-1 below for the purpose if interconnection with its Mobile Network. The Interconnection would be considered as complete once the Requesting Party is connected to both POIs.

| No. | Location | Type | Code | National Point Code | Common Point Code |
|---|---|---|---|---|---|
| 1 | Uzaiba | Huawei | MGW-04 | 2-1110 | 2-1112 |
| 2 | Nizwa | Huawei | MGW-06 | 2-2593 | 2-1112 |

Table 3-1: Interconnection Switches

3.2 Signaling

3.2.1 The Parties shall use the signaling protocol signaling System No.7 for the purposes of interconnection between their Networks, in accordance with relevant ITU-T and ETSI standards and recommendations. Omantel Mobile signaling system is based on ITU-T White Book and ETSI Version2.

3.2.2 Omantel will provide signaling interconnection on both Associated and Quasi-Associated modes ) at the locations in Table 3-2 below:

| No. | Interconnection STPs (Mobile) |
|---|---|
| 1 | STP1 (Ghala) |
| 2 | STP2 (Qurum) |

Table 3-2: Signaling Transfer Points (STPs)

3.2.3 In case Omantel has to change the location of the STPs, Omantel will inform the Requesting Party of the new locations and attempt on best efforts to transfer the links without impacting the Service quality. The connectivity charges shall be charged to the Requesting Party. Any such charges shall be those reasonably incurred and which shall be objectively justified. All such charges shall be subject to TRA approval. For the avoidance of doubt, where the



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change of location arises as a result of Omantel decision alone and the Requesting Party has already paid for the setup of its connectivity requirements in the existing location, any such costs already paid for shall be offset by Omantel when calculating the cost of connectivity at the new location.

3.3 Ordering and Delivery

3.3.1 Ordering and delivery is handled according to Clause 7 of this Sub Annex.

3.3.2 Targeted delivery time for Points of Interconnection is thirty-four (34) Working Days with a maximum delivery time of seventy-five (75) 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.



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# 4 Mobile Port Capacity Service

4.1 General

4.1.1 This Clause 4 sets out the Port Capacity Services of the Omantel Mobile Network.

4.1.2 Omantel shall provide access to its respective switches by means of ports at each Point of Interconnection.

4.1.3 Port Capacity is available in increments of 2 Mbit/s

4.2 Definitions

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

(a) Port Capacity – The number of 2Mbit/s switch ports at a Point of Interconnection

(b) Port Capacity Order - An order for 2 Mbit/s port capacity at a Point of Interconnection submitted by the Requesting Party to Omantel.

4.3 Ordering and Delivery

4.3.1 Ordering and delivery is handled according to Clause 7 of this Sub Annex.

4.3.2 With respect to Port Capacity ordered at a Point of Interconnection already in operation Omantel shall use its best endeavors to have a target delivery time of 25 Working Days and shall not exceed 70 Working Days following the date of receipt of the relevant Port Capacity Order.

4.3.3 Port Capacity ordered at Point of Interconnection that is not already in operation shall have a target delivery time according to Clause 7 of this Sub Annex.

4.3.4 If testing is considered necessary by one Party such testing shall be fulfilled in accordance with test specifications contained in the Annex D of Agreement.



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4.3.5 The Parties shall use reasonable endeavors to complete such testing in the shortest appropriate time. Omantel shall provide the Requesting Party with reasonable time to prepare for the testing before commencing the testing. The Parties shall co-operate to ensure that testing is reasonably spread across the agreed testing period.

4.3.6 As soon as the Port Capacity is ready for Service, both Parties shall in writing or via e-mail certify that the Port Capacity Order has been satisfactory delivered.

4.4 Removal of Port Capacity

4.4.1 Other than for reasons of payment default by Requesting Party or as otherwise provided for under the terms of this Agreement once installed, Port Capacity can only be terminated by Omantel with the written consent of the Party paying for the Service.

4.4.2 The Requesting Party may terminate any Port Capacity at any POI upon twelve (12) weeks written notice to Omantel. The notice should be sent to the Omantel (the position responsible for network design and ordering) as defined in Annex K.

4.5 Order Amendment

4.5.1 Port Capacity Orders may not be amended unless the Parties agree to do so in writing, or where the Party requesting the change compensates the other Party for any reasonable costs incurred as a result of the change. Such costs shall be justified on request.



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# 5 Basic Block and Expansion Co-location

## 5.1 General

5.1.1 The Basic Block and Expansion Co-Location arrangement under this Clause 5 is for reserving the block of port capacity at the Point of Interconnection. This can be done in multiples of 2mbps or in multiples of STM1.

5.1.2 Omantel will provide the requested connectivity between the Omantel Mobile POI and the Requesting Party Equipment Co-located at Omantel premises in accordance with the Co-Location Services described in Sub Annex C-FA 04 and Wholesale Transmission as described in Sub Annex C-FA 08.

## 5.2 The Products

5.2.1 Omantel offers the following products option for the Basic Block and Expansion Co-location:

(a) Interconnection Basic Block 63 X 2 Mbps Customer Interface.

(b) Interconnection Basic Block 1 X STM-1 Customer Interface.

(c) Interconnection Expansion Block (63 X 2 Mbps) Customer Interface.

(d) Interconnection Expansion Block 1 X STM-1 Customer Interface

## 5.3 Ordering and Delivery

5.3.2 Ordering and delivery is handled according to Clause 7 of this Sub Annex.

5.3.3 The target delivery time is estimated to be thirty (30) Working Days and shall not exceed sixty (60) 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.

5.3.4 Requests for Basic Block and Expansion Co-location that are not specified in this Sub Annex may be undertaken upon request as in Clause 7 of this Sub Annex.



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# 6 Number Ranges Implementation

## 6.1 General

6.1.1 Omantel delivers Services to implement numbers in the Omantel Mobile Network. The Services are charged and delivered according to the conditions stated in this Clause 5

6.1.2 Omantel will only accept orders concerning number ranges that are allocated to the Requesting Party, according to the National Numbering Plan published by the TRA.

## 6.2 Omantel Services for Number Implementation

6.2.1 Omantel implements number resources, and will make them available for Customers directly connected to the Omantel Mobile Network; Omantel will also make the said numbers available for terminating Calls.

6.2.2 Number implementation means implementing of new number resources in the Omantel Mobile Network and changing or disconnecting existing Number resources in the Omantel Mobile Network.

6.2.3 The Number Implementation Service is supplied as two different types:

6.2.3.1 Omantel Number Implementation in a defined time frame - The Service is used when implementation of Number resources is not time-critical. The implementation will be performed at a time chosen as suitable to Omantel within the agreed time frame and the maximum delivery time.

6.2.3.1 Omantel Number implementation at a specific time - The Service is used when the implementation of the Number resources is to be performed on a specific date. This Service makes it possible to implement Number resources with minimal disturbance of the customer base

## 6.3 Specific Conditions to Type of Number Resources



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6.3.1 Implementation of the Requesting Party's number range on Omantel Mobile Network is performed with an analysis corresponding to the number of digits which the number range has according to the Numbering Plan published by the TRA.

6.3.2 Number for testing purposes - The Requesting Party shall supply Omantel with at least one (1) number for testing purposes. At that number there shall be an automatic answer stating that the call is delivered to the Requesting Party's network and stating the Requesting Party's name. The number for testing purpose is to be permanent.



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# 7 Ordering and Delivery

7.1 Ordering and Delivery defined in Annex H shall apply to this Sub Annex in addition to the specific order and delivery terms defined under each Clause in this Sub Annex.



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# 8 Tariff

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

8.2 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. 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.



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# 9 Fault Management

9.1 Fault Management shall be handled according to Annex H.



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# 10 Forecasts

10.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Annex C-MI 02 Mobile Voice Call Termination Services

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# 1 General

1.1 This Sub Annex sets out the following Services:

1.1.1 Mobile Call Termination Service (National)

1.1.2 Mobile Call Termination Service (International)

1.2 The Requesting Party shall request for Mobile Ancillary Interconnection Services to be able to convey calls between Omantel and the Requesting Party.

1.3 The Parties shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex. Omantel shall publish these requirements within two months of the publication of the approved RAIO.

1.4 The Requesting Party shall not hand over to Omantel and Omantel shall be under no obligation under this Sub Annex, to convey Calls not listed in this Sub Annex and not listed in Annex M.

1.5 Each Party shall correct faults that occur in its Network which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.



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# 2 Definitions

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

2.1.1 Call Termination – A Voice Call originated on or transited from the Requesting Party's Network and handed over at the nearest Omantel Mobile Point of Interconnection in Omantel Mobile Network.

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



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# 3 Mobile Call Termination Service

3.1 This Clause sets out the Call Termination Service available on Omantel Mobile's Network.

3.2 A "Call Termination Service" is a Service which consists of the call conveyance by the Requesting Party to Omantel Mobile Network. Calls conveyed under any other Requesting Party Service are not conveyed pursuant to this Service.

3.3 Omantel shall accept Calls terminated on its Mobile Network during those periods of time and at the same standard and quality of Service as Omantel conveys similar Calls to its own Customers.

3.4 Omantel shall only accept and terminate Calls to Services contained in this Sub Annex to Customers who are available on its Network.

3.5 Both Parties shall correct faults that occur in their respective Networks which affect the conveyance of Calls in accordance with Annex H, where such faults affect directly or indirectly call traffic crossing a Point of Interconnection between the Parties' Networks. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.6 The unmodified originating "A" number shall be transferred with the Call and CDR across the Point of Interconnection and the relevant instruction relating to presentation (CLIP) or non-presentation restriction (CLIR) of the "A" number to the Network Termination Point device display screen. The "A" number shall be handled according to the rules and procedures defined in Annex I.

3.7 Omantel shall, pursuant to the Mobile Call Termination Service, convey to their respective destination number, Calls handed over by the Requesting Party Network at a Point of Interconnection.

3.8 The Requesting Party shall pay Omantel an interconnection charge, for the acceptance, conveyance and termination of each Call, calculated as specified in Clause 6 of this Sub Annex.

3.9 Charging and Billing processes shall be as provided for according to the provisions of Annex B to this Agreement.



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# 4 Calls Routing Regimes

## 4.1 To Mobile Termination Point

4.1.1 Calls handed over from the Requesting Party System to Omantel Mobile System designated to be terminated at a Mobile Network terminal point in the Omantel Mobile Network shall be handed over at the POI closest to where the call is originated.



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# 5 Ordering and Delivery

5.1 Ordering and delivery shall be handled according to Annex H.

5.2 Omantel shall target a delivery time of no more than thirty (30) to 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.



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# 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 the 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.



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# 7 Fault Management

7.1 Fault Management shall be handled according to Annex H.



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# 8 Forecasts

8.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Annex C-MI 03 Mobile SMS and MMS Termination Services

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# 1 General

1.1 This Sub Annex sets out the following Services:

1.1.1 SMS Termination

1.1.2 MMS Termination

1.2 The Requesting Party shall request for Mobile Ancillary Interconnection Services to be able to convey calls between Omantel and the Requesting Party.

1.3 The Parties shall agree in advance to all necessary technical requirements, set-up and clear-down sequences, for the conveyance of SMS and MMS pursuant to this Sub Annex.

1.4 The Requesting Party shall not hand over to Omantel and Omantel shall be under no obligation under this Sub Annex, to convey the Services not listed in this Sub Annex and not listed in Annex M.

1.5 Each Party shall correct faults that occur in its Network which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.



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# 2 Definitions

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

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

2.1.2 SMS Termination – A Short Message originated on the Requesting Party's Network or transited from the Requesting Party's Network and handed over at the nearest Omantel Mobile Point of Interconnection in Omantel Mobile Network.

2.1.3 MMS Termination – A Multimedia Message Service (MMS) originated on the Requesting Party's Network or transited from the Requesting Party's Network and handed to Omantel Mobile Network.



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# 3 Short Messages Service (SMS) Termination

3.1 A Short Message Service Termination is an Interconnect Service which consists of the conveyance by one Party of Short Messages to that Party's subscribers.

3.2 This Clause 3 sets out the Basic Termination Service for Short Messages (referred to as SMS) termination on each Party's Network.

3.3 Each Party shall convey SMSs during those periods of time and at the same standard and quality of Service as each Party conveys similar SMSs to their own customers.

3.4 Each Party shall accept and terminate all SMSs to numbers that form part of its number ranges as allocated by the TRA and are included in this Clause 3.

3.5 Each Party shall correct faults that occur in its Network which affect the conveyance of SMSs in accordance with Annex H, where such faults affect directly or indirectly SMS traffic crossing a Point of Interconnection between the Parties' Networks and the delivery of such SMS to the destination number. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.6 The unmodified originating "A" number shall be transferred with the SMS and CDR across the Point of Interconnection and the relevant instruction relating to presentation (CLIP) or non-presentation restriction (CLIR) of the "A" number to the Network Termination Point device display screen. The "A" number shall be handled according to the rules and procedures defined in Annex I.

3.7 The total load of the MAP signalling links handling the SMS traffic (as defined in the Technical Specifications Annex E) must not be higher than 0.2 Erlang. Both Parties agree to manage the signalling links load in good faith to reach a fair usage of them. If the total load of the MAP signalling links would go beyond the maximum value defined here above, each Party shall not be able to guarantee the delivery of the SMS termination Service and each Party will be entitled to take the appropriate measures to reduce the MAP signalling links load.

3.8 Both parties will work in good faith in order to address SMS-scenario's which are not explicitly covered by the current agreement.



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3.9 Each Party shall, pursuant to this Interconnect Service, convey and terminate SMSs to its subscriber numbers that have been originated on and handed over by the other Party's Network or by any other relevant licence holder in Oman on a direct physical interconnection.

3.10 If the Terminating Party's mobile customer is not located within the Terminating Party's mobile Network, that Party will endeavour to provide routing information to the other Party's Short Message Service Switching Centre in order to route the SMS to the current destination of that customer. In such a case, the Terminating Party is not responsible for the delivery of the SMS traffic.

3.11 Traffic covered by other Interconnection Services are not conveyed and terminated pursuant to this Service.

3.12 National or international SMS transit traffic shall be handed over to the other Party and the Party receiving those SMSs is required to accept and terminate such traffic.

3.13 Left blank.

3.14 Left blank.

3.15 As part of this Short Message Service, each Party shall only send MAP traffic related to SMS to the other Party.

3.16 Left blank.

3.17 Each Party will manage all inquiries from its own subscribers.

3.18 Each SMS conveyed across the Point of Interconnection shall be limited to 160 characters.

3.19 Should either Party not comply fully with any obligations contained in this Service Annex, it will be considered breach of this Agreement and shall be dealt with in accordance with Clause 17 of the Main Agreement.



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# 4 Multimedia Messaging Termination Service

4.1 A "Basic Terminating Service: Multimedia Message Service" is an Interconnection Service which consists of the conveyance by one Party of MMSs based on an Internet Protocol packet data bearer Service, addressed to the Requesting Party IP address, referred to as "MMSS".

4.2 This Clause 4 sets out the Basic Termination Service for a Multimedia Message (referred to as MMS in this Service) termination on the each Party's Network.

4.3 Each Party shall convey MMSs during those periods of time and at the same standard and quality of Service as the Party conveys similar MMSs to their customers.

4.4 Each Party shall correct faults that occur in its Network which affect the conveyance of MMSs in accordance with Annex H, where such faults affect directly or indirectly MMS traffic crossing a Point of Interconnection between Parties' Networks and the delivery of such MMS to the destination IP addresses. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

4.5 Both parties will work in good faith in order to address MMS scenario's which are not explicitly covered by the current agreement.

4.6 Each Party shall only accept and terminate MMSs addressed to its Access Point Node MMSS IP addresses that form part of its Multimedia Message Service IP address ranges as allocated by the TRA and is included in this Clause 4 as a termination Service.

4.7 Each Party shall, pursuant to this Interconnect Service, convey and terminate MMSs that have been originated on and handed over by the other Party's Network or by any other licence holder in Oman on a direct physical interconnection.

4.8 If the Terminating Party's mobile customer is not located within the Terminating Party's mobile Network, the Terminating Party will endeavour to provide routing information to the other Party's Multimedia Message Service Switching Centre in order to route the MMS to the current destination of that customer. In such a case, Terminating Party is not responsible for the delivery of the MMS traffic.

4.9 Traffic covered by other Interconnect Services are not conveyed and terminated pursuant to this Service.



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4.10 National or international MMS transit traffic shall be handed over to the other Party and the Party receiving those MMSs is required to accept or terminate such traffic.

4.11 Left blank.

4.12 Left blank.

4.13 Left blank.

4.14 Each Party will manage all inquiries from its own subscribers.

4.15 Should either Party not comply fully with any obligations contained in this Service Annex, it will be considered breach of this Agreement and shall be dealt with in accordance with Clause 17 of the Main Agreement.



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# 5 Routing Regimes

## 5.1 To Mobile Termination Point

5.1.1 The Services handed over from the Requesting Party System to Omantel Mobile System designated to be terminated at a Mobile Network terminal point in the Omantel Mobile Network shall be handed over at the POI closest to where the Services call are originated.



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# 6 Ordering and Delivery

6.1 Ordering and delivery shall be handled according to Annex H.

6.2 Omantel shall target a delivery time of no more than forty (40) to 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.



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# 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. 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.



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# 8 Fault Management

8.1 Fault Management shall be handled according to Annex H.



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# 9 Forecasts

9.1 Forecasting shall be handled according to Annex F.



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# Access and Interconnection Agreement

## Annex D Interface Testing Procedures

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5 Confidence Testing ..... 7



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# 1 General

1.1 The following tests are in addition to any interoperability tests which may be required to ensure the basic interoperability of the generic software used by each Party.

1.2 The following tests are performed each time a new Point Of Interconnection is established or additional capacity is added to an existing route.



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# 2 Tests on digital 2 Mbps Circuits

2.1 Below are described all tests on digital 2 Mbps circuits that are dynamic and out of service.

2.2 Error performance measurements accordingly to G.826 ITU-T.

2.2.1 Error Performance measurements will be performed end to end for E1 circuits provided over transmission systems in order to comply with ITU-T Recommendations: G.826.

2.2.2 End-to-end error performance objectives for a 27,500 km international digital HRP at or above the primary rate are:

(a) Rate 2.048Mbps

(b) Bits/block 2048

(c) Errored Second Ratio - ESR 0.04

(d) Severely Errored Second Ratio- SESR 0.002

(e) Background Block Error Ratio- BBER 2 ô 10–4 (Note 1)

*NOTE 1 – For systems designed prior to 1996, the BBER objective 3 X 10–4.*

2.2.3 The allocation for the error performance objectives to the national portion of the end-to-end path will be done according to G.826 Recommendation.

2.2.4 The duration of the above test is at least 24 consecutive hours.



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# 3 Call Completion Tests

## 3.1 The Signalling SS7

3.1.1 All of the following tests will be performed with test calls from Omantel's Network to the Requesting Party's service platform, and, if applicable, vice versa, according to the Services provided by the two Networks.

3.1.2 The following tests will be performed in respect of all types of digital exchanges which are operated by Omantel and which are available for the establishment of access services and in respect of equipment of the Requesting Party which will be used for the purposes of the Class II Services.

## 3.2 Call Routing

3.2.3 The correct data routing configuration is checked by performing relevant test calls. The Parties will agree on relevant tests according to the set-up of the Requesting Party. The following tests are only examples of the tests that could be performed:

(a) Calls originating from Operator's Network and terminating in the Omantel's Network at all Point of Interconnections.

(b) Calls originating from Operator's Network and transiting through Omantel's Network and terminating in a Third Party's Network.

(c) Calls originated from Omantel's Network and terminated in the Requesting Party's Network at all Point of Interconnections.



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# 4 Charging Tests

4.1 The Parties commit cooperate in good faith in testing and ensuring the accuracy of their respective billing systems which process calls that are subject to Interconnection.

4.2 In order to ensure accurate charging of the Services provided, according to the Agreement the following tests will be performed:

4.2.1 For all interconnect call cases specified in Annex C and its sub Annexes the transmission/ reception of the charging parameters will be checked bilaterally.

4.2.2 The error-free charging registration in files (Volume of calls and total duration in min.) per service for peak and off-peak time will be checked.

4.2.3 The comparison of charging files between both Parties in order to ensure the matching of record, if applicable.

4.2.4 The accuracy of the output from the Billing Systems shall in each case be tested according to a schedule of tests agreed between the parties. All services shall be tested for all Points of Interconnection for Peak and Off Peak periods. An agreed batch of Call Records shall be passed through both Parties' Billing Systems and the resulting output compared to ensure that both Billing Systems are accurately processing the call records.

4.2.5 If applicable: The accuracy of the information provided by each Party regarding the total volume of traffic during the billing period which is exchanged periodically between the parties in order to settle payments.



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# 5 Confidence Testing

5.1 The confidence tests shall start after the common technical test for interconnection has been completed. During one month starting from the time interconnection becomes operational the Parties shall monitor the signalling traffic and the Services traffic in order to see that the standards in this Annex are being met.

5.2 For SS7 the Parties shall verify the messages are sent only for the agreed destinations and for the agreed Services and meet the resilience criteria.



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# Access and Interconnection Agreement

## Annex E Technical Specification

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# 1 General

1.1 This Annex sets out the technical specifications of Omantel's Network.



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# 2 Physical and Electrical Interface

## 2.1 Specifications at the Output STM-1 155 Mbit/S Optical interface (G.828 Compliant)

| Item | Description |
|---|---|
| Signal | S-1.1, 1310 nm according to ITU-T G.957 |
| Physical connectors | SC//FC/PC |
| Signal bit rate (kbit/s) | 155 520 |
| Maximal input jitter | EN 302 084 table 12 |
| Maximal output jitter | EN 302 084 table 1 |

| Item | Description |
|---|---|
| Bit rate | 155.52 Mb/s |
| Line code | Code Mark Inversion (CMI) |
| Pointer Adjustment | Based in G.828 ITU standard |
| Mask of the pulse | STM-1 |
| Maximum peak to peak jitter | 1.5UI p-p (UI=6.43ns) |

## 2.2 Specifications at the Output E1 traffic ports (G703 compliant)

| Item | Description |
|---|---|
| Bit rate | 2048 kbps +/- 50 ppm ITU-T G.703 |
| Line code | HDB3 ITU-T G 703 |
| Over voltage protection | refer to ITU-T K41 |
| Load Impedance | 75 ohms resistive ITU-T G.703 |
| Mask of the pulse | ITU-T G.703 |
| Maximum peak to peak jitter | refer to clause 2/ G.823 |

## 2.3 Specifications at the input E1 traffic ports (G.703 compliant)



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2.3.1 The digital signal presented at the input port shall be as defined above but modified by the characteristic of the interconnecting pair. The attenuation of this pair shall be assumed to follow a √f law and the loss at a frequency of 1024 kHz shall be in the range 0 to 6 dB. This attenuation should take into account any losses incurred by the presence of a digital distribution frame between the equipment.

2.3.2 For the jitter to be tolerated at the input port, refer to clause 3/G.823. The return loss at the input port should have the following provisional minimum values:

| Frequency Range | Description |
|---|---|
| 51 to 102 | 12 |
| 102 to 2048 | 18 |
| 2048 to 3072 | 14 |

2.4 Grounding of outer conductor or screen (G.703 compliant)

2.4.1 The outer conductor of the coaxial pair or the screen of the symmetrical pair shall be connected to the bonding network both at the input port and the output port.

2.4.1.1 NOTE 1 – The cable routing is important if leaving the system block. Consult Recommendation K.27 for guidance.

2.4.1.2 NOTE 2 – The direct connection of the outer conductors of co-axial cables to the bonding network at the transmit and receive interfaces may, because of differences in earth potential at each end of the cable, result in unwanted current flowing in the outer conductor, through connectors and through the receiver input circuitry. This may result in errors or even permanent damage. To prevent this problem, DC isolation may be introduced between the outer conductor and bonding network at the receive interface. The method of DC isolation must not compromise the EMC compliance of the equipment and the overall installation.

2.5 Over voltage and lightning protection on the E1 interfaces

2.5.1 The ITU-T recommendations K27, K35, K40 and K41 must be applied. Connection of Omantel's E1 interfaces with the Requesting Party E1 interfaces using improper over



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voltage and lightning protection measures are not allowed. Common earthing for both Omantel's and the Requesting Part equipment with E1 interfaces is mandatory.

2.6 Jitter and wander on the E1 traffic interface

2.6.1 Network limits for Output Jitter at E1 traffic interface (ITU-T G.823 compliant)

| Interface | Measurement bandwidth, -3 dB frequencies (Hz) | Peak-to-peak amplitude(Ulpp) |
|---|---|---|
| 2048 kbit/s | 2048 kbit/s | 2048 kbit/s |
| | 2048 kbit/s | 2048 kbit/s |
| NOTE 1<br><br>For 2048 kbit/s interfaces within the network of an operator, the high-pass cut-off frequency may be specified to be 700 Hz (instead of 18 kHz). However, at interfaces between different operator networks, the values in the Table apply, unless involved parties agree otherwise.<br><br>NOTE 2<br><br>2048 kbit/s 1 UI = 488 ns | | |

2.7 Network limits for Output Wander at E1 traffic interface (ITU-T G.823 compliant)

2.7.1 The maximum level of wander that may exist at a 2048 kbit/s network interface, expressed in MRTIE, shall not exceed the limit given in the next table:

| Observation Interval<br><br>t (Sec) | MRTIE requirement<br><br>(µs) |
|---|---|
| 0.05 < t <= 0.2 | 46 t |
| 0.2 < t <= 32 | 9 |
| 32 < t <= 64 | 0.28 t |
| 64 < t <= 1 000 (NOTE 1) | 18 |
| NOTE 1 - For the asynchronous configuration the maximum observation interval to be considered is 80 seconds | |



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# 3 Transmission

3.1 In order to ensure their compatibility with Omantel's transmission equipment and the observance of quality requirements under this Agreement, both Parties' transmission systems must meet the following relevant ITU-T recommendations:

3.1.1 ITU-T Recommendation G.703, Physical/electrical characteristics of hierarchical digital interfaces.

3.1.2 ITU-T Recommendation G.704, Synchronous frame structures

3.1.3 ITU-T Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH).

3.1.4 ITU-T Recommendation G.783, Characteristics of synchronous digital hierarchy (SDH) equipment functional blocks

3.1.5 ITU-T Recommendation G.784, Synchronous Digital Hierarchy (SDH) management

3.1.6 ITU-T Recommendation G.803, Architecture of transport networks based on the Synchronous Digital Hierarchy (SDH).

3.1.7 ITU-T Recommendation G.810, Definitions and terminology for synchronization networks.

3.1.8 ITU-T Recommendation G.811, Timing requirements of primary reference clocks.

3.1.9 ITU-T Recommendation G.812, Timing requirements of slave clocks suitable for use as node clocks in synchronization networks.

3.1.10 ITU-T Recommendation G.813, Timing characteristics of SDH equipment slave clocks (SEC).

3.1.11 ITU-T Recommendation G.821, Error performance of an international digital connection operating at a bit rate below the primary rate and forming part of an integrated services digital network



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3.1.12 ITU-T Recommendation G.822, Controlled slip rate objectives on an international digital connection.

3.1.13 ITU-T Recommendation G.823, The control of jitter and wander within digital networks which are based on the 2048 kbit/s hierarchy

3.1.14 ITU-T Recommendation G.826, Error performance parameters and objectives for international, constant bit rate digital paths at or above the primary rate

3.1.15 ITU-T Recommendation G.841, Types and characteristics of SDH network protection architectures.

3.1.16 ITU-T Recommendation G.957, Optical interfaces for equipment and systems relating to synchronous digital hierarchy.

3.1.17 ITU-T Recommendation G.958 Digital line systems based on the synchronous digital hierarchy for use on optical fiber cables.

3.1.18 ITU-T Recommendation G.114 (1996), One-way transmission time

3.1.19 ITU-T Recommendation K.27, Bonding Configurations and Earthing inside a telecommunication building.

3.1.20 ITU-T Recommendation K.35, Bonding Configurations and Earthing At Remote Electronic Sites

3.1.21 ITU-T Recommendation K.40, Protection against LEMP in telecommunications centers

3.1.22 ITU-T Recommendation K.41, Resistibility of internal interfaces of telecommunication centres to surge over voltages.

3.1.23 ITU-T Recommendation M 2110 - Bringing-into-service of international PDH paths, sections and transmission systems and SDH paths and multiplex sections



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# 4 Synchronization

4.1 Both Parties' systems should be synchronized with Omantel's Network in the following manner:

4.1.1 According to the "master-slave" principle with Omantel as master, and according to ITU-T Recommendation G.812 from a long-term primary reference standard (Caesium standard) in accordance with ITU-T Recommendation G.811, with a long-term accuracy above 10-11 and comply with ITU-T Recommendation G.823 on jitter and wander or from a GPS synchronization source meeting ITU-T specification G812.

4.2 Omantel shall provide a synchronization signal to operators in accordance with ITU-T Recommendation G.703. In normal conditions the 2.048 MHz signal will have a long-term stability above 10-11. In case of faults in two independent synchronization paths, the accuracy may drop to hold-over mode but will be better than 4.6: 10



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# 5 SS7

5.1 Signaling system No.7 (SS7), complying with ITU-T and White Book ETSI Version2 standards will be used between both Parties' Networks.

5.2 At launch, signaling interconnection between both Parties will be in the associated mode whereby signaling channels and traffic channels share the same physical and logical path.

5.3 If Omantel subsequently introduces Stand Alone Signaling Transfer Points (SA-STPs) both Parties will meet to agree on the optimal signaling solution for interconnection between both Networks.



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# 6 SS7 Message Transfer Part

6.1 Message Transfer Part ("MTP") is based on ITU-T Recommendation Q.701-Q.707 White Book 1993. Omantel specific implementation is based upon ITU-T Recommendations Q.702, Q.703 and Q.704



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# 7 SS7 ISDN User Part

7.1 The ISDN User Part ("ISUP") is based on ITU-T Recommendation Q761-Q764 and Q850 White Book 1993 as well as ETSI ETS 300 356-1, 1995 (ETSI ISUP Ver. 2). The details of Omantel's implementation and the supported procedures shall be made available by Omantel at the time of executing the agreement and if it is required.



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# 8 Short Message Service (SMS)

8.1 Both Parties will establish SMS interconnection through the SS7 signaling interconnection links between the Requesting Party and Omantel Network.

8.2 SMS routing from the Requesting Party to Omantel Network will be part of SS7 routing, which is based on load sharing towards Omantel's Network.



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# 9 Multimedia Messaging Service (MMS)

9.1 Both Parties will establish MMS interconnection using the MM4 interface. MM4 is the common standard for global MMS interworking and defines the signaling protocol to be used between two operator's MMS Centers (MMSCs). MM4 is an IP based standard using SNMP and based on the 3GPP TS23.140 specifications.

9.2 Physical interconnection between the Requesting Party and Omantel's Network will be via a Virtual Private Network (VPN) connection (using VPN tunneling) over the Public Internet.



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# 10 IP Services

10.1 The technical specifications for the IP Services will be prepared jointly with the industry upon receiving the request for the Service.



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# 11 The Requesting Party and his Customers' equipment

11.1 The type approvals of the end-customer equipment such as but not limited to customer premises equipment (CPE), modems, mobile handsets, computers and tablets is outside the scope of the responsibility of Omantel and shall be approved by the Authority.

11.2 The Requesting Party equipment such as but not limited to DSLAM, MSAN, Switch, IN Platform and Nodes shall be type approved by the Authority.

11.3 Omantel has the right to suspend any Service with immediate effect if the Requesting Party and/or its end-customers are in breach of the above.

11.4 The Requesting Party shall compensate Omantel for all costs incurred for rectifying faults, and errors and remedy damages due to the breach For the avoidance of doubt, this shall not include damages incurred by third parties.



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# 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.



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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.



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## 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.



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# 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.



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# 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.



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# 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



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## 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.



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# 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.



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# 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.



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# 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



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(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.



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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.



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# 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.



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# 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<br>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



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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



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# 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.



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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.



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# 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.



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| 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;



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(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.



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(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.



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# 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.



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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:



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| 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.



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# 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.



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# Access and Interconnection Agreement

## Annex I Calling Line Identification

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# 1 General

1.1 The provision of Calling Line Identification ("CLI") display services requires that there is end- to- end availability and control of the CLI messages, and that these messages are generated in a consistent way. Unless this is achieved, the CLI display service cannot be provided efficiently as the status of the message (e.g. the validity of the numbers displayed) cannot be guaranteed by the Provider of the display service.

1.2 Therefore, consistency is required between the network where the messages are generated (the Originating Network) and the network where the messages are displayed (the Terminating Network). Clearly where these are the same network there is less likelihood of any problem but where interconnection between two or more networks occurs, some way of ensuring that all networks adhere to the same rules is required if customers of CLI display services are to have confidence in such a service.

1.3 Against this background, this Annex was designed to achieve a number of objectives:

(a) to conform to a consistent set of rules for CLI display to enable the provision of CLI display across network boundaries;

(b) for those rules to ensure that the requirements of Data Protection legislation are met;

(c) to provide a reasonable balance between consumer and operator interests;

(d) to be flexible so that any set of rules can evolve in an efficient manner to reflect changing technological and other developments.

1.4 This Annex is not a technical standard in itself. Rather its purpose is to standardize a mutually agreed set of rules about how CLI presentation is implemented in order to protect the consumers of Oman by ensuring a necessary degree of consistency and quality.

1.5 It is agreed that the Code requires further work to clarify ongoing developments within the industry. Omantel does not currently accept responsibility for the administration of this code.



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1.6 The following constitutes a Practice Statement for operators of telecommunications networks in Oman interconnecting with or accessing Omantel's Network.

1.7 This Code governs the responsibilities of such operators in relation to:

(a) CLI Data,

(b) The provision of a CLI display.

1.8 In particular, it covers the responsibilities of networks in relation to the origination of CLI Data, the transmission across networks of such Data, and the delivery to a Network Termination Point of CLI Data, including the information that governs the status of that Data.

1.9 For the avoidance of doubt, the operation of this Code of Practice does not affect the ability of networks to use CLI Data for network and/or billing purposes or, in co-operation with the relevant authorities, emergency calls and the tracing of malicious calls and similar activities insofar as the same are lawfully permitted.

1.10 The Parties acknowledge that the prevention of any improper use of CLI presentation, such as the return establishment of calls to Premium Rate Numbers, needs to be addressed.



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## 2 Definitions

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

2.1.1 ***"Calling Line Identification (CLI)"*** means Calling Line Identification as defined by the ITU-T.

2.1.2 ***"Calling Line Identification Presentation (CLIP)"*** means the digits (the "presentation numbers") that comprise a national dialing sequence for which the originating operator providing the presentation number service has the following responsibilities:

(a) to have established and recorded the consent of the party to whom a connection would be made for their associated national dialing sequence to be used for that purpose;

(b) to have established (with another network provider, if applicable) that the same associated national dialing sequence to be used for that purpose;

(c) to have established (with another network provider, if applicable) that the same associated national dialing sequence has been and remains allocated to the presentation number applicant;

(d) to correctly data-fill a presentation number;

(e) to ensure that any meaningful digits (e.g. the country code) are permissible for all Display CLI receptions.

2.1.3 ***'Calling Line Identification Restriction (CLIR)*** for display purposes CLI data can have one of three classifications.

(a) "Available" means the CLI data is available for transmission to the Network Termination Point of the Terminating Network;

(b) "Unavailable" means the CLI data is not available for transmission to the Network Termination Point of the Terminating Network;



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(c) "Private Call" means the CLI data is not available for transmission to the Network Termination Point of the Terminating Network because the originating customer has taken specific action to indicate that the CLI should not be available at the Network Termination Point of the Terminating Network.

2.1.4 ***"CLI display Service"*** is the delivery to the customers Network Termination Point of data that allows that customer to gain access to the caller's CLI in the form of data that is displayed.

2.1.5 ***"CLIP code"*** is the per call basis code *31#.

2.1.6 ***"CLIR code"*** is the per call basis code #31#.



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# 3 Scope

## 3.1 NETWORKS COVERED

3.1.1 This Code covers all licensed operators of telecommunications networks in Oman interconnected with other public telecommunications networks in Oman where such public networks support both Fixed and/or Mobile networks.

## 3.2 CALL TYPES COVERED

3.2.1 All calls originating or terminating in Oman which are carried by one or more of the networks in Oman are covered by this Code (for the avoidance of doubt, transit calls that do not either originate or terminate in Oman are not covered).

## 3.3 MODIFICATION PROCEDURE

3.3.1 Modifications to this Code shall only be made by the agreement of the Parties and is likely under the following circumstances:

(a) to reflect a change in Omani legislation; or

(b) to reflect any decisions and regulations by Omani legal bodies concerning data protection or personal information protection; or

(c) to reflect one or more decisions of the TRA which has the effect of applying to all networks, covered by this Code; or

(d) to reflect technical and/or service developments.

3.4 Neither of the Parties currently accept responsibility for the administration of this Code.



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# 4 Rules of the Code

4.1 **Responsibilities of the Originating Network:** It is the responsibility of the Originating Network to ensure that a call presented for handover to another network is correctly classified at the network boundary. The following classifications apply:

4.1.1 ***Rule 1:*** All calls emerging from a network which does not support the generally used per call blocking code or other acceptable means of blocking are set to "Unavailable".

4.1.2 ***Rule 2:*** All calls originating on any part of any network that does not support the generally used per call blocking code or other acceptable means of blocking are set to "Unavailable".

4.1.3 ***Rule 3:*** All calls originating on parts of networks where customers have not been informed that CLI will be forwarded unless the blocking code or other acceptable means of blocking are operated are set to "Unavailable" or, where blocking has been activated, to "Private".

4.1.4 ***Rule 4:*** All calls originating on parts of networks where the blocking code or other acceptable means of blocking are operational and customers have been informed shall be classified as:

(a) "Private Call" if blocking has been activated; or

(b) "Available" if blocking has not been activated.

4.1.5 ***Rule 5:*** Originating Networks shall offer one or more of the following options at the customer's Network Termination Point;

(a) dialing the prefix of the generally used blocking code inhibits the transmission of CLI data to the destination Network Termination Point;

(b) dialing the prefix of the generally used blocking code results in a message (uncharged) which tells the customer what prefix to dial (or other action to take) in order to inhibit the transmission of CLI data to the destination Network Termination Point;



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(c) for those parts of networks where all calls are set to "Unavailable", dialing generally used blocking code has no effect on the call (i.e. call progresses normally with the "Unavailable" indicator) or causes the call to fail (e.g. number unobtainable tone);

(d) In relation to calls where the generally used blocking code is dialed after an indirect access code, this will result in the obligations outlined in (a) and (c) above passing to the Network which has been allocated the indirect access code by the TRA.

4.1.6 **Responsibilities of Terminating Network:** It is the responsibility of the Terminating Network to ensure that the classification of a call is respected in the delivery of that call to the final destination. In particular the following rules apply:

4.1.7 ***Rule 6:*** A Terminating Network that supports a CLI must ensure that CLI data shall be available at the Network Termination Point for display purposes only for those calls classified as "available".

4.1.8 ***Rule 7:*** Where the Terminating Network supports a CLI service, the indicator delivered to the destination or customer must adhere to the following:

| Indicator at Interconnect | Data at Network Termination Point |
|---|---|
| Private Call | Withheld indicator, no CLI data to be displayed |
| Unavailable | Unavailable indicator, no CLI data displayed |
| Available | CLI data displayed |

Table 4-1 Interconnect Indicator

4.1.9 ***Notes:***

(a) (1) – This Code does not determine how the indicators should be displayed.

(b) (2) – The indicator for "unavailable" might be an empty data set. The crucial factor is that it can be distinguished in some way from the "Private Call" indicator.

4.1.10 ***Rule 8:*** Where the Terminating Network is not capable of supporting CLI, no action is required on the basis of the call classification.



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4.1.11 ***Rule 9:*** Where a Terminating Network offers an anonymous call rejection service to its customers, this service shall not operate in such a way as to have anti-competitive effects (e.g. by rejecting all calls classified as "unavailable"). This does not preclude the offering of anonymous call rejection services which reject calls classified as "unavailable" on legitimate, differentiated services basis (e.g. where the called customer is part of a closed user group).

4.1.12 **Responsibilities of transit networks:** It is the responsibility of the Transit Network to ensure that the caller's CLI and the call classification does not alter from the point of entry to the point of exit. However, in exceptional circumstances, where the Transit Network is not capable of ensuring that the CLI and/or the classification remain constant, a limited set of transformations is permitted, as follows:

4.1.13 ***Rule 10:*** Except as permitted by Rule 11, a Transit Network will not alter the classification or CLI of a call.

4.1.14 ***Rule 11:*** Where it is not technically possible to comply with Rule 10 the following transformations are allowable and/or mandatory as indicated. These transformations are hierarchical; where more than one transformation is possible, the transformation towards the top of the list shall take place first.

(a) a "Private Call" classification will be maintained;

(b) subject to (a) above, if the integrity of CLI data cannot be maintained, the exit classification shall be "unavailable" (i.e. if the "Private Call" indicator can be maintained but the integrity of the actual CLI data cannot, the exit classification shall be "private"; or otherwise

(c) where the integrity of the classification cannot be maintained, the exit classification for all calls shall be "unavailable".

4.1.15 **Responsibilities of receiving networks:** The responsibility for maintaining the integrity of the CLI data and classification lies primarily with the network from which that data is being received. However in the event that this network is unable to meet the Rules outlined above



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it is the responsibility of the Receiving Network to ensure that CLI data and classification default to a safe form.

4.1.16 ***Rule 12:*** In the event that the network from which CLI and/or classification data is being received cannot, or does not, conform to the Rules set out above, the receiving network shall operate Rule 11 at the point of entry.

4.1.17 ***Rule 13:*** The Terminating Network may, at its discretion, block any Calls without CLI or Calls from an operator who does not comply with the Rules or is consistently using a Transit Network with persistent poor quality so that the CLI is not properly transferred to the Terminating Network.



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# 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.



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## 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:



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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



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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



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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.



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# 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.



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## 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 4.1.2 below to ensure that obligations of both Parties under this agreement are fulfilled.



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# 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<br>E-Mail<br>WholesaleProductsBilling@omantel.om | • Sending and Receiving Invoices<br>• Invoice enquiries **Level 1** |
| Wholesale Billing (Traffic) | Group Email<br>E-Mail<br>Settlement&collection.wholesale@omantel.om | |
| Manager, Billing (Products) | Ahlam Al Wahaibi<br>Telephone: +968 24242001<br>Mobile: +968 99877622<br>E-Mail:<br>Ahlam.Wahaibi@omantel.om | • Management of Invoices<br>• Receiving Invoices<br>• Invoice enquiries **Level 2**<br>• Billing Dispute Notices Receipt, pursuant to Annex B Billing and Payment<br>• Billing Disputes **Level 1**<br>• Omantel responsible coordinator for the Operational Meetings |
| Manager, Billing (Traffic) | Mohammed Sultan Ahmed Ansari<br>Telephone: +968 24244697<br>Mobile: +968 99369824<br>E-Mail:<br>Mohammed.Ansari@omantel.om | |
| GM, Operation | Salim Al Mazrui<br>Telephone: +968 24244918<br>Mobile: +968 99347934<br>E-Mail:<br>Salim.Mazrui@omantel.om | • Billing Disputes **Level 2** |
| Accounts Receivable Section, Financial Unit | Fathiya Al Zadjali<br>Telephone: +968 24241425<br>E-Mail:<br>Fathiya.Zadjali@omantel.om | • Bank details for payment of invoices |



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### 3.1.2 The Requesting Party Contact Points

| **OOREDOO Name/Position**<br>**Department / Address** | **Telephone:**<br>**Mobile:**<br>**Fax:**<br>**E-Mail:** | **Responsibilities:** |
|---|---|---|
| Wholesale Billing | Telephone:<br>Mobile: +968 95108124<br>Fax: +968 95104099<br>E-Mail:Abdullah.Al-Harthy@ooredoo.om> | • Sending and Receiving Invoices<br>• Invoice enquiries **Level 1** |
| Manager, Billing | Telephone: +968 95109406<br>Mobile: +96895103022<br>Fax: +968 95104099<br>E-Mail: Rashed.Al-Naamani@Ooredoo.om | • Management of Invoices<br>• Receiving Invoices<br>• Invoice enquiries **Level 2**<br>• Billing Dispute Notices Receipt, pursuant to Annex B Billing and Payment<br>• Billing Disputes **Level 1**<br>• Omantel responsible coordinator for the Operational Meetings |
| Wholesale Manager | Telephone: +968 9510 8257<br>Mobile: +968 9510 8257<br>Fax: +968 9510 4099<br>E-Mail: Ahmed.Al-Azizi@Ooredoo.om | • Billing Disputes **Level 2** |
| Accounts Receivable Section, Financial Unit | Telephone: +96895103442<br>Mobile: +96895103442<br>Fax: +968 9510 4099<br>E-Mail: Zubaida.AlSalmi@Ooredoo.om | • Bank details for payment of invoices |



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



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| | | |
|---|---|---|
| GM Wholesale Operations | Salim Al Mazrui<br>Telephone: +968 24244918<br>Mobile: +968 99347934<br>E-Mail:<br>Salim.Mazrui@omantel.om | • Commercial / Agreement |
| Senior Manager Service Delivery & Traffic Management | Mundhir Mohammed Al Raisi<br>Mobile: +968 99417194<br>E-mail:<br>Mundhir.raisi@omantel.om | • Failure Management and Operational & Maintenance meetings with Omantel |
| Manager, Customer Service | Khalid Hamoud Al Wadhahi<br>Mobile: +968 99433566<br>E-mail:<br>Khalid.Wadhahi@omantel.om | • Planned Works<br>• Statistical Measurement of network and interconnect service performance<br>• Notifications of Planned Works<br>• Notification and receipt of Dispute of Planned Works pursuant to Annex H |
| Manager, Service Delivery | Said Majid Mohd Al kindi<br>Mobile: +968 99818190<br>E-mail: Said.Kindi@omantel.om | • Repetitive problems, performance deterioration, long-duration failures and problems at sensitive sites<br>• Test Calls |
| Key Account Manager (Commercial Focal Point) | Khalifa Salim Juma Al Shaqsi<br>Mobile: +968 98153335<br>E-mail:<br>Khalifa.shaqsi@omantel.om | • Network Planning & Design<br>• Order Management<br>• (placing or receiving: orders, order cancellation or service termination for Interconnection: POIs, switching, signaling, transmission, leased circuits or port capacity |



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4.1.2 The Requesting Party Contact Points

| OOREDOO Name/Position/ Department/ Address: | Telephone: Mobile: Fax: E-Mail: | Responsibilities: |
|---|---|---|
| Ooredoo Fixed – NOC - FO | Telephone: +968 2458 98 25 / 27<br>Mobile: +968 9510 98 25 / 27<br>Fax:<br>E-Mail: NOCFixedFO@Ooredoo.om | • 24/7 initial fault reporting/receiving national network<br>• General Network Queries<br>• 24/7 support |
| NOC – Fixed Manager | Telephone: +968 95109831<br>Mobile: +968 97859401<br>Fax:<br>E-Mail: mohammed.sabah@Ooredoo.om | • Fault Escalation **Level 1** |
| Engineering - IGW | Telephone:<br>Mobile: +968 95103061<br>Fax:<br>E-Mail: Iftikhar.Ahmed@Ooredoo.om | • Fault Escalation **Level 2** |
| Engineering - IGW | Telephone:<br>Mobile: +968 95103653<br>Fax:<br>E-Mail: maidul.hasan@Ooredoo.om | • Fault Escalation **Level 3** |
| Engineering - IGW | Telephone:<br>Mobile: +96895103196<br>Fax:<br>E-Mail: dejan.pavlovic@Ooredoo.om | • Fault Escalation **Level 4** |
| Wholesale | Telephone: +96895108257<br>Mobile: +96895108257<br>Fax:<br>E-Mail: ahmed.al-azizi@Ooredoo.om | • Commercial / Agreement |
| Engineering | Telephone:<br>Mobile: +96895103196<br>Fax:<br>E-Mail: dejan.pavlovic@Ooredoo.om | • Failure Management and Operational & Maintenance meetings |



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# 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: Senior Manager - National Wholesale
Ahmed Al-Azizi
Phone: +968 9510 8257
Mobile: +968 9510 8257
E-Mail: Ahmed.Al-Azizi@ooredoo.om
Address: Ooredoo Head Office
PO Box 874, PC 111, CPO, Muscat
Sultanate of Oman

Facsimile: 2200 2299

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



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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: Chief Business & Wholesale Officer
Sultan Al-WahaibiPhone: +968 9510 3912
Mobile: +968 9510 3912
E-Mail: Sultan.Al-Wahaibi@ooredoo.om
Address: Ooredoo Head Office
PO Box 874, PC 111, CPO, Muscat
Sultanate of Oman

Facsimile: 2200 2299

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



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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: Chief Business & Wholesale Officer
Sultan Al-WahaibiPhone: +968 9510 3912
Mobile: +968 9510 3912
E-Mail: Sultan.Al-Wahaibi@ooredoo.om
Address: Ooredoo Head Office
PO Box 874, PC 111, CPO, Muscat
Sultanate of Oman

Facsimile: 2200 2299

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



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# 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.



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## 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 |
| MDF | Main Distribution Frame |



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| Abbreviation | Definition |
|---|---|
| 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 |
| SR | Submission of Request |
| STP | Signaling Transfer Points |



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| Abbreviation | Definition |
|---|---|
| STP1 | Providing Party Signaling Transfer Point in Ghala |
| STP2 | Providing Party Signaling Transfer Point in Qurum |
| TAP | Transferred Account Procedure |
| TRA | Telecommunications Regulatory Authority |



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# 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 management and policies of the company or the body corporate. |



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| Terminology | Definition |
|---|---|
| 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. |
| 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 |



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| Terminology | Definition |
|---|---|
| | 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:<br>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<br>2. A SS7/C7 answer condition/signal in the backward direction has been received by the terminating or transiting Network Party ('B' number answer).<br>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). |



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| Terminology | Definition |
|---|---|
| | 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. |
| 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. |



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| Terminology | Definition |
|---|---|
| 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. |
| 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. |



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| Terminology | Definition |
|---|---|
| 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.<br>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. |
| 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. |



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| Terminology | Definition |
|---|---|
| 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 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. |



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| Terminology | Definition |
|---|---|
| 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 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. |



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| Terminology | Definition |
|---|---|
| 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. |
| 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. |



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| Terminology | Definition |
|---|---|
| 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. |
| 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 |



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| Terminology | Definition |
|---|---|
| | 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. |
| 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. |



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# 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



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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.



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# 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



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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



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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.



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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



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| 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 |



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# 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



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| 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:



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| 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 |



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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:



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| | |
|---|---|
| | |

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<br>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



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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



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### 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



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| Service | Bz/Min |
|---|---|
| Mobile Call Termination (National) | Till 30th June 2019: 10.0 bz/min<br>Till 30th June 2020: 8.0 bz/min<br>Till 30th June 2021: 6.0 bz/min<br>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



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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:



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| 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.



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# 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.



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# 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.



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## 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



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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



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