Reference Access and Interconnection Offer Annex C-MI 02 Mobile Termination Services

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# General

* 1. This Sub Annex sets out the following Services:
		1. Mobile Call Termination Service (National)
		2. Mobile Call Termination Service (International)
		3. SMS Termination
		4. MMS Termination
	2. The Requesting Party shall request for Mobile Ancillary Interconnection Services to be able to convey calls between Omantel and the Requesting Party.
	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 and SMS pursuant to this Sub Annex.
	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.
	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.
	6. The SMS and MMS Termination Services are only applicable for organic traffic originating from SIM cards of the Requesting Party’s end-users. All other traffic will be blocked by the Providing Party.

# Definitions

* 1. The definitions in Annex L shall apply to this Sub-Annex in addition to:
		1. Call Termination – A Call originated on the Requesting Party’s Network and handed over at the nearest Omantel Mobile Point of Interconnection in Omantel Mobile Network.
		2. Contract Term – the contract period of the Service starting from the Service provisioning date.
		3. SMS Termination – A Short Message originated on the Requesting Party’s Network and handed over at the nearest Omantel Mobile Point of Interconnection in Omantel Mobile Network.
		4. MMS Termination – A Multimedia Message Service (MMS) originated on the Requesting Party’s Network and handed to Omantel Mobile Network.

# Mobile Call Termination Service

* 1. This Clause sets out the Call Termination Service available on Omantel Mobile’s Network.
	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. 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.
	4. Omantel shall only accept and terminate Calls to Services contained in this Sub Annex to Customers who are available on its Network.
	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.
	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.
	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.
	8. The Requesting Party shall pay Omantel an interconnection charge, for the acceptance, conveyance and termination of each Call, calculated as specified in Clause ‎8 of this Sub Annex.
	9. Charging and Billing processes shall be as provided for according to the provisions of Annex B to this Agreement.

# Short Messages Service (SMS) Termination

* 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.
	2. This Clause 4 sets out the Basic Termination Service for Short Messages (referred to as SMS) termination on each Party’s Network.
	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.
	4. Each Party shall accept and terminate all SMSs, except SMSs defined in Section ‎4.12 below, and only to numbers that form part of its number ranges as allocated by the TRA and are included in this Clause 4.
	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.
	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.
	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.
	8. Both parties will work in good faith in order to address SMS-scenario’s which are not explicitly covered by the current agreement.
	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 on a direct physical interconnection.
	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.
	11. Traffic covered by other Interconnection Services are not conveyed and terminated pursuant to this Service.
	12. National or international SMS transit traffic, SMS from third party Service providers and SMS not originated from the Sending Party’s mobile customers’ shall not be handed over to the other Party and the Party receiving those SMSs is not required to accept or terminated such traffic
	13. Each Party shall use its best endeavours to permanently prevent SMSs listed in ‎4.12 above to be handed over to the other Party.
	14. If the Sending Party hands over SMS's, as listed in ‎4.12 above, the Terminating Party has the right to immediately suspend the Service in this Clause 4 until the Sending Party has made the necessary preventions.
	15. As part of this Short Message Service, each Party shall only send MAP traffic related to SMS to the other Party.
	16. Neither Party shall use this Short Message Service for sales, marketing, public relations, and commercial or communication purposes targeting the other Party’s customer base (including mobile roaming customers).
	17. Each Party will manage all inquiries from its own subscribers.
	18. Each SMS conveyed across the Point of Interconnection shall be limited to 160 characters.
	19. Should either Party not comply fully with any obligations contained in this Service it will be considered breach of this Agreement. The other Party shall be entitled to escalate the issue within the breaching Party’s organisation and if no arrangement has been reached within 4 weeks of the initial written communication from the Party not in breach to the breaching Party, the Party not in breach shall be entitled (upon 2 Working Days written notice to the breaching Party) to suspend or terminate this SMS termination Service on its mobile Network without any liability or obligation to pay any type of compensation to the Breaching Party.

# Multimedia Messaging Termination Service

* 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”.
	2. This Clause ‎5 sets out the Basic Termination Service for a Multimedia Message (referred to as MMS in this Service) termination on the each Party’s Network.
	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. 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.
	5. Both parties will work in good faith in order to address MMS scenario’s which are not explicitly covered by the current agreement.
	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 ‎5 as a termination Service.
	7. Each Party shall, pursuant to this Interconnect Service, convey and terminate MMSs to its own subscriber numbers that have been originated on and handed over by the other Party’s Network on a direct physical interconnection.
	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.
	9. Traffic covered by other Interconnect Services are not conveyed and terminated pursuant to this Service.
	10. National or international MMS transit traffic, MMS from third party Service providers and MMS not originated from the Sending Party’s mobile customers’ shall not be handed over to the other Party and the Party receiving those MMSs is not required to accept or terminated such traffic.
	11. Each Party shall use its best endeavours to permanently prevent MMSs listed in ‎5.10 to be handed over to the other Party.
	12. If the Sending Party hands over MMS's, as listed in ‎5.10 the Terminating Party has the right to immediately suspend the Service in this Clause ‎5 until the Sending Party has made the necessary preventions.
	13. Neither Party shall use this Multimedia Message Service for sales, marketing, public relations, and commercial or communication purposes targeting the other Party’s customer base (including mobile roaming customers).
	14. Each Party will manage all inquiries from its own subscribers.
	15. Should either Party not comply fully with any obligations contained in this Service it will be considered breach of this Agreement. The other Party shall be entitled to escalate the issue within the breaching Party’s organisation and if no arrangement has been reached within 4 weeks of the initial written communication from the Party not in breach to the breaching Party, the Party not in breach shall be entitled (upon 2 Working Days written notice to the breaching Party) to suspend or terminate this MMS termination Service on its mobile Network without any liability or obligation to pay any type of compensation to the Breaching Party.

# Calls Routing Regimes

* 1. To Mobile Termination Point
		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.

# Ordering and Delivery

* 1. Ordering and delivery shall be handled according to Annex H.

# Tariff

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

# Fault Management

* 1. Fault Management shall be handled according to Annex H.

# Forecasts

* 1. Forecasting shall be handled according to Annex F.