Reference Access and Interconnectionion Offer Sub Annex C-FA 06 Bitstream Layer 2 Service

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1   General

1.1   This Sub Annex sets out the Omantel offer for Bitstream Layer 2 Service.

1.2   The Requesting Party through this Service can provide the IP Services to Customers on Omantel Network.

2   Definition

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

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

2.1.2   Omantel Premise – Omantel Exchanges.

2.1.3   Network to Network Connectivity – the link between Omantel's Equipment and the requested equipment router co-located at Omantel premises used for the purpose of providing the Bitstream Layer 2 Service.

3   Bitstream Layer 2 Service

3.1   Omantel offers the Requesting Party the possibility to access the Customer premises using Bitstream Layer 2 Services where the Customer is on Omantel's fixed Network.

3.2   The purpose of this Service is to enable the Requesting Party to offer Services to the local Customers in Oman for their connectivity needs within the Territory.

3.3   The Services is comprised of the following component parts:

3.3.1   Backbone capacity on the Omantel Core Network provided based on STM-1 capacity and its multiples on each Omantel ring.

3.3.2   Network to Network Connectivity Using Layer 2 Interface (electrical interface).

3.3.3   The layer 2 connectivity between the end customer and the Requesting Party will be seamless. Omantel will control the total bandwidth offered through the MSAN cards. However, the bandwidth control to the end customer will depend on the quality of the last mile deployed. Omantel will ensure that the quality offered to Omantel retail customers will be offered to the Requesting Party customer as well. As far as rate limiting the bandwidth for the end customer as per the package, the Requesting Party can do it on IP level on their BRAS or at router level and in similar way, the contention ratio and bandwidth shaping will also be in control of the Receiving Party and not Omantel.

3.3.4   Last Mile copper connectivity to each Customer upon his request.

The connectivity will be provided as shown in
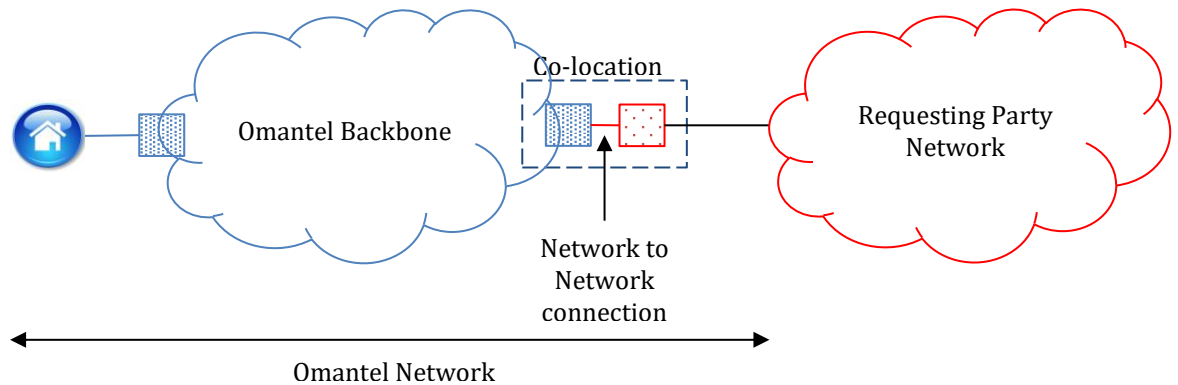
3.4 Figure 3-1 below.

Figure 3-1 Bitstream Layer 2 Service

3.5 The Requesting Party shall request a Co-location Services from Omantel. The Requesting Party shall Co-locate its Equipment at the Co-location space for the purpose of Network to Network Connectivity at an additional cost.

3.6 The Requesting Party shall request the connectivity between the Requesting Party Equipment Co-located at Omantel's Premises in the location specified by the Requesting Party at an additional cost. Where the Requesting Party wishes to carry out on its own the necessary works for their own connectivity service between the Requesting Party's equipment Co-located at Omantel premises in the location specified by the Requesting Party, Omantel shall so enable the Requesting Party subject to appropriate security measures being in place. If any costs arise from the security measures e.g. supervising staff, these shall be objectively justified and subject to substantiation on request.

4 Terms and Conditions

4.1 Service Provisioning:

4.1.1 The Service provision shall be subject to technical feasibility.

4.1.2 The Service will be offered in locations where Omantel has the end to end connectivity to the Customer premises and it is subject to resources availability.

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 connectivity. The Requesting Party shall not assign, transfer, lease, sell, resell or share the 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 Services 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 Omantel shall not be responsible for any work within the boundary of the customer premises.

4.1.8 Omantel shall not be responsible for the quality of Service offered by the Requesting Party due to the Access type and last mile cable length.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Co-location Services for the purpose of Network to Network Connectivity.

4.2.2   The Requesting Party shall request the Service specifying required capacity on Omantel's Backbone Network.

4.2.3   The Requesting Party shall submit a copy of the Customer 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. The Requesting Party shall also provide a "No objection" letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active Customer.

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

4.2.5   The Requesting Party shall be responsible to invoice and collect the outstanding dues from the customers for the purpose of providing the Service.

4.2.6   The Requesting Party shall be responsible of providing, monitoring and maintaining the CPE at customer location.

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

4.2.8   The Requesting Party shall provide the IP address that can be assigned to the CPE of the Customers. Requesting Party is responsible for the IP procedure whereby the customer is allocated an IP address (DHCP).

4.2.9   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.

4.2.10   The Requesting Party shall be responsible for taking all remedial steps where the content of data conveyed by the end user is abusive or illegal or the end user is using the service in a way that puts network safety at risk. The Requesting Party shall pursue such matters with the relevant authorities of Oman.

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

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   The 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 Contract.

4.3.4   Changes other than upgrading the bandwidth shall be considered as a termination of the existing 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   Backbone Capacity and the Network to Network connectivity:

4.4.1.1 The minimum Contract Term is One (1) year.

4.4.1.2 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 for the consequences if it terminated the Service with active Customer on his network. The Providing Party shall only terminate the Contract with the prior approval of the TRA.

4.4.1.3 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.

4.4.2   Customer Connectivity:

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

4.4.2.2　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.

4.4.2.3　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.

4.4.2.4　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.

4.4.3　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.

4.4.4　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.

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

5 Database

5.1 Backbone Capacity and the Network to Network connectivity: Omantel shall provide the Service and keep updated database of the capacity requested.

5.2 Connectivity to each customer: Omantel will install and keep updated a database consisting of all active and ordered connections. The database will consist of at least the following parameters:

(a) customer Name

(b) customer address

(c) order date

(d) agreed and promised delivery date

(e) actual delivery date

(f) reported faults

(g) maintenance actions taken

(h) installation fee

(i) monthly fee

(j) discount schemes applicable to the line

(k) access type (copper, fiber, GPON, etc…)

5.3 The Requesting Party shall keep updated a database consisting of all active and ordered customers' connections. 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 clauses.

6.2   Ordering and Delivery

6.2.1   Backbone Capacity and the Network to Network connectivity: Omantel shall provide the Service within (3) three months, 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.

6.2.2   The Requesting Party shall request the Bitstream L2 Service for only those customers who are physically connected to Omantel Network.

6.2.3   Connectivity to each Customer: Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/or the end user 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.

6.2.4   The Requesting Party in respect the connectivity to each Customer order may only request the Services once every week on a week day agreed between both parties. Both Parties shall agree on the number of connections that can be submitted at each time.

6.2.5   Omantel's technicians jointly with the Requesting Party's technicians shall connect and test the Services delivery to the Customer

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

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

7   Tariff

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

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

8 Fault Management

8.1 Fault Management shall be handled according to Annex H in addition 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 is found from Omantel side, the Requesting Party shall compensate Omantel the reasonably incurred cost for fault reporting, which Omantel shall be able to substantiate on request.

9 Forecasts

9.1 Forecasting shall be handled according to Annex F.