

Reference Access & Interconnection Offer of Oman Telecommunication Company (S.A.O.G)

Main Agreement

عمانتل
Omantel

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

[LEGAL COMPANY NAME]

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

having its registered office at [ADDRESS], 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 Operator and Requesting Party for Interconnection and Access services (the “Services”).
- 1.3 This Agreement shall continue and any set-up fees already paid by the Requesting Party shall be considered under this Agreement. The guarantees shall be revised as per this new Agreement and any additional amount shall be paid as per this Agreement.
- 1.4 Services already provided shall continue to be provided in accordance with the provisions of the new Agreement, which must be concluded within 2 months of the approval of this RAIO as per Article 41 of the A&I Regulation.
- 1.5 Existing orders for RAIO services shall be migrated and shall be treated as received under the new Agreement, subject to any changes to terms and conditions that follow from the approved RAIO. The Requesting Party shall be entitled to cancel such orders – without any penalty – if the new terms and conditions are substantially different from those at the time the order was placed.
- 1.6 The prices set out in the approved RAIO shall apply from the date that the new agreement is entered into.

2 Preamble

WHEREAS

- 2.1 The Requesting Party is in possession of a Class [XX] license to install and operate [XX] services system pursuant to the provisions of the [TYPE]. [(XX/20XX)];¹
- 2.2 Omantel is in possession of Class I Fixed and Mobile Licenses pursuant to the provisions of the Royal Decree No. (20/2004) and in accordance with the Act;
- 2.3 This Agreement shall be governed by the provisions of the Telecom Act (hereinafter referred to as the “Act”), Telecom Executive Regulations (hereinafter referred to as the “Executive Regulation”) issued by Resolution No. (144/2008), A & I Regulations, Omantel’s Reference Access and Interconnection offer (hereinafter referred to as the “RAIO”) and any amendments thereto and such other regulations in force in Oman (collectively the “Regulations”)
- 2.4 In the event of a conflict between the text of the RAIO and the Act or any other Decision, Regulation, Guideline, Directive issued by the Authority, the latter shall prevail.
- 2.5 Pursuant to the Regulations, the Parties are entitled to certain Services in accordance to the provisions of the RAIO. The Parties acknowledge and agree that the written approval of the Telecommunication Regulatory Authority of the Sultanate of Oman (hereinafter referred to as the “TRA”) is required and is a condition precedent for the enforceability and validity of this Agreement; Omantel has agreed to provide certain Services to the Requesting Party, as defined below, in accordance with the principles set out in the Regulations The services shall be provided on the terms and conditions as provided for in this Agreement;
- 2.6 This Agreement recognises the necessity of effective telecommunication in the provision of quality telecommunications services to the Parties’ respective customers;
- 2.7 This Agreement governs the relationship and understanding between the Parties regarding the access to Omantel’s network and interconnection between the Parties networks;
- 2.8 **“THE PARTIES HEREBY AGREE AS FOLLOWS:**

¹ the Requesting Party shall provide its licence details to Omantel

3 Definitions and Interpretations

- 3.1 In this Agreement, except if the context requires otherwise, words, terms and expressions shall have the meanings given to them in Annex L.
- 3.2 References to Acts, Royal Decrees, Regulation, Ministerial Decisions and other legislation of any type shall include amendments thereto from time to time, re-enactment and any sub-ordinate legislation thereunder made from time to time.
- 3.3 Terms which are not defined in Annex L shall have the meanings given to those terms in the Act, Regulation or any regulations, decisions or other similar legislation or decisions issued by the TRA or the Ministry of Transport and Communications pursuant to the Regulation.

4 Commencement and Duration

- 4.1 The Agreement once signed between the parties shall be notified to the Authority by Omantel for its approval in accordance with Articles 33-35 of the A&I Regulation. The Authority will review the A&I agreement within forty-five (45) days of its receipt, and it shall only come into force from the day following the approval date.
- 4.2 This Agreement shall continue in form and effect for an indefinite period of time unless terminated as per its terms and conditions and in compliance with the Regulations.

5 Access & Interconnection Services

- 5.1 Access and Interconnection is made available to the Requesting Party at Points of Access and Points of Interconnection (hereinafter referred to as a "POI") which are defined in Annex C and Sub Annexes thereto. The Parties agree that the technical standards which shall apply are those set out in Annex E and the Parties shall comply with such standards.
- 5.2 The POI shall be the point at which the networks of the Parties connect and shall be a physical point where interface testing can be done, as indicated in Annex D. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the POI to such Party's Network in order to meet the agreed forecasts in Annex F. Each Party shall be wholly responsible for the operation and maintenance of the relevant transmission medium in each case.
- 5.3 Annex C, including its Sub Annexes, provides details of the Services to be provided by Omantel. Annex C also includes supporting services that the Operator can order.
- 5.4 Requesting Party shall procure Services by submitting a Request or an Order in accordance with the agreed process established under this Agreement (Annex H), which sets out the Service requested and information reasonably necessary for Omantel to provide that Service, including term of the Service, volume requirements, technical and logistical specifications, and geographic scope and such other necessary details. Acceptance of such Request or Order by Omantel and provision of the Services is subject to submission of accurate information by Requesting Party, compliance with this Agreement and Regulations and will be confirmed in the Delivery Order Offer.
- 5.5 Reciprocity in the provision of the services shall be applicable between the Parties, if such reciprocity request is consistent with the Regulations and is necessary for the provision of the service. For the avoidance of doubt, such reciprocity in terms of services to be provided does not also mean reciprocity of terms and prices. Where necessary, prices and terms and conditions for the provision of the service by the Requesting Party shall be agreed between the Parties in writing.
- 5.6 The Parties mutually reserve the right to an option to negotiate the rates in order to agree upon a different basis for charging to that set out in the pricing schedules of Annex M. The agreed rates shall be subject to the TRA approval. If, however, such agreement is not reached between the Parties, the said pricing schedules shall apply.

6 Charging for Interconnect & Access Services

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

7 Financial Security

- 7.1 It is a condition precedent to providing any service under this Agreement that the Requesting Party shall provide to Omantel such financial security in the form of a bank or other guarantee acceptable in the Sultanate for commercial transactions as against the Requesting Party's failure to pay the invoices, unless otherwise agreed by Omantel in writing. Omantel may, at any time during the term of this Agreement, require the Requesting Party to provide further security in accordance with Annex N.
- 7.2 In accordance with Clause **Error! Reference source not found.**7.1 above, the Requesting Party shall provide a bank guarantee for each Service as per Annex N (Credit Assessment). However, the Requesting Party may, if it so wishes, offer a single bank guarantee for all the services being provided to it.
- 7.3 Only after the bank guarantee, as per the amount defined in Annex N (Credit Assessment), has been issued and handed over to Omantel, Omantel will enable the ordered Service.
- 7.4 Requesting Party's refusal to provide such security, if applicable, or failure to provide such security if applicable within thirty (30) days (or such longer period as Omantel may reasonably allow) from the date of Omantel's request shall result:
- 7.4.1 Omantel -in case of new service- will not provide the requested service to the Requesting Party.
 - 7.4.2 Omantel -in case of the existing services- shall deem the Requesting Party to be in breach of the existing Agreement and Omantel shall have the right to suspend the Service in accordance with Clause Annex 17 of the Main Agreement.

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

8 Measurement of Traffic

- 8.1 The Parties shall provide appropriate measurement and recording related to all of the Services to be provided under the terms of this Agreement, including but not limited to measurement of traffic each Party provides to the other as provided for under the terms of this Agreement and for which such Party will be the Billing Party.
- 8.2 Each Party shall ensure that it records and measures the services to be provided under the terms of this Agreement in sufficient detail to meet its obligations as outlined in Annex B, the applicable Sub Annex of Annex C, and Annex M.

9 Billing and Payment

- 9.1 Each Party shall issue invoices and pay invoices in accordance with the procedures outlined in Annex B, unless the other party specifies otherwise concerning issuing its invoices and payments procedures. The amounts of all such invoices shall be calculated in accordance with Annex B and Annex M.
- 9.2 The Parties shall not engage in any artificial inflation of traffic and will use their reasonable endeavours to detect and identify any artificial inflation of traffic and in particular any resultant distortion of billing which has or may occur and which has been caused by actual or suspected fraudulent actions, artificial inflation of traffic by either of the Parties, or any other similar abuse by a Third Party Operator. The Parties shall share such information with each other and shall further use reasonable efforts to pursue with each other the appropriate actions in order to prevent any such artificial inflation of traffic, distortion of billing and/or fraudulent actions or abuses.
- 9.3 There shall be no right of set-off with amounts due under this Agreement or between the Parties in respect of any outstanding payments due as between them pursuant to any other agreements.
- 9.4 No charges shall be payable under this Agreement by one Party to the other unless such charges are specifically referred to in this Agreement or is charged according to the provisions of Annex M, Annex B, the related Sub Annex or otherwise agreed.
- 9.5 Invoices are due and payable in Omani Rial. Invoices are payable within 30 calendar days from the date of issue of the invoice unless other provisions are agreed as specifically set out in Annexes or Sub Annexes to this Agreement. For the avoidance of doubt, no material deviations from the approved RAIO template shall be permitted, unless Omantel or the Requesting Party has made a justified request to the TRA, and the TRA considers that such deviation is objectively justified under the circumstances and does not constitute an unfair preference or undue discrimination.
- 9.6 Each Party shall provide to the other, invoices of all amounts due, calculated in accordance with the provisions in Annex B and Annex M, including Sub Annexes hereof, to this Agreement.
- 9.7 Any Dispute between the Parties concerning billing matters shall be dealt with in accordance to Annex B.

10 System Alteration

- 10.1 If any Party wishes to make a System Alteration, such Party must ensure that the changes do not inflict or in any way harm or disrupt the Other Party System or have any negative effects on any of the obligations pursuant this Agreement.
- 10.2 A Party (the "Alteration Requesting Party") wishing to make a System Alteration shall give to the other Party (the "Requested Party") not less than three (3) months written notice prior to the start date for the implementation of the anticipated System Alteration. The notice shall specify the reason for the System Alteration, technical information in sufficient detail to allow the Requested Party to assess the extent of changes to its System and the date of the anticipated implementation.
- 10.3 The Requested Party shall notify the Alteration Requesting Party as soon as practicable, but in any event not more than one (1) month after receipt of such notice, of any alterations required to that Party's System as a result of the proposed System Alteration and, if the provisions in Clause 10.7 do not apply, a quotation for the cost of such alterations calculated on the basis of the minimum cost consistent with international best practice.
- 10.4 If the Requesting Party agrees to the alterations required to the Requested Party's System and agrees to the quotation if applicable, the Parties shall agree to a plan within two (2) months of receipt of the notice referred to in Clause 10.2 to implement the System Alteration and the resultant alterations to the Requested Party's System. The System Alteration shall be carried out and the Requested Party shall carry out such alterations to its System in accordance with the agreed plan which shall include any testing that may be necessary.
- 10.5 If the provisions in Clause 10.7 do not apply, and if the Requesting Party giving the notice pursuant to Clause 10.2 does not agree to the alterations notified to it pursuant to Clause 10.4 and/or the quotation referred to therein, the Requesting Party shall so notify the Requested Party, and the Parties shall treat the matter as a Dispute according to Clause 16 herein. The Requesting Party shall not implement the relevant System Alteration until such Dispute is resolved.
- 10.6 In the event that Clause 10.4 applies, upon completion of the relevant alteration to the Requested Party's System, the Requested Party shall invoice the Requesting Party for the costs of such alteration for an amount not exceeding the quotation agreed under Clause 10.3. In any event, such invoice shall be in accordance with the terms of the agreement reached in relation to the relevant alteration pursuant to Clause 10.4.

- 10.7 Each Party shall pay its own costs arising out of the System Alteration, including all relevant testing and the costs of the alterations to the Requested Party's System, if:
- 10.7.1 the Parties agree in writing to change their respective Systems for their mutual benefit;
 - 10.7.2 the System Alteration is required by a decision of the TRA pursuant to the powers given to it under the Act, the Regulation which directs each Party to pay its own costs;
 - 10.7.3 the System Alteration is to implement a technical standard generally agreed among operators of Systems or a body which represents the interests of all operators; or
 - 10.7.4 the work resulting from such System Alteration is for testing of any upgrade to the Parties' Systems provided always that the Parties shall have agreed upon the nature and extent of such testing in advance.

11 Network Safety and Protection

- 11.1 Without prejudice to the set out provisions in the Act, License conditions and the relevant decisions, relevant Authorities arrangement(s) relating to Emergency situations;
- 11.2 Each Party is responsible for the safe operation of its System and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its System does not:
- a) endanger the safety or health of employees, contractors, agents or customers of the other Party; or
 - b) damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 11.3 Neither Party shall connect or knowingly permit the attachment or connection to its System of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the appropriate authorities for attachment or connection to its Network.
- 11.4 Each party will manage its Network to minimize disruption to Services and in the event of interruption or failure of any Services, will restore those Services as soon as is reasonably practicable.

12 Numbering

- 12.1 Each Party shall use numbers in accordance with the National Numbering Plan of Oman.
- 12.2 Calling Line Identification (hereinafter referred to as “CLI”) shall be used for presentation purposes in accordance with the CLI Presentation in Annex I. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the relevant data protection legislation in Oman as well as the requirements of individual customers of the Parties.
- 12.3 The Parties shall endeavour to minimise the number changes in each other’s respective Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed CLI Information in order to comply with the related authority requirements within the Sultanate such as for national security, emergency services and for dealing with malicious calls. CLI shall also be provided to meet, where appropriate, customer requests to be provided with CLI related services,
- 12.4 In order to ensure the timely implementation of Numbers the procedures specified in Sub Annex C-MI 01 and Sub Annex Sub Annex C-FI 01 shall apply and the Parties shall comply with such procedures.
- 12.5 Number implementation required to activate Customer Number Ranges allocated or amended by TRA shall be chargeable as provided for in Sub Annex C-MI 01 and Sub Annex Sub Annex C-FI 01.

13 Quality of Service (QoS)

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

- 13.1 Each Party undertakes that the quality of the services that it provides to the other Party pursuant to this Agreement shall comply with the quality standards stated in applicable recommendations in Oman, ETSI and the ITU (the “Quality of Service Standards”) and those set out in Annexes H and E.
- 13.2 Each Party shall provide to the other Party the same level of quality of service provided to its own customers in its own Network and shall further comply with any directions given by the TRA. Higher QoS can be provided if agreed by both parties.
- 13.3 If the quality of service provided by one of the Parties fails to meet the Quality of Service Standards, the other Party may request in writing that action is taken to restore the service quality. If after five (5) working days or any reasonable period of time ,(in case objective reasons exist for which the other party will have to be notified of), no improvement has been made, the other Party may register a dispute according to the procedures in Article 16.
- 13.4 The Parties hereby agree that it shall provide a level of quality to the other Party’s customers that holds the same level of quality standard as when providing services to its own customers.

14 Operation and Maintenance

- 14.1 Each Party is responsible for the operations and maintenance of its System. The Parties undertake to cooperate and to take any action which is necessary for the purposes of operation and maintenance of system and equipment related to access in accordance with ITU and ETSI recommendations, decisions of the TRA and Annex H.
- 14.2 Each Party shall keep the other Party informed at all times about planned interruptions, upgrades, and any other planned situation in its System which will affect the exchange of traffic between the Parties. This will include short term very high peaks of traffic resulting from planned “tele-voting” or similar events. This will enable the Parties to take the necessary action to minimise the impact of such situations on its customers
- 14.3 The names and contact details of the persons of each Party who shall be responsible for actions in relation to the fulfilment obligations of the Parties in relation to operations and maintenance will be set out in Annex K.
- 14.4 In case of fault in the System of either Party, the Party in whose network the fault occurs shall report the fault to the other Party by telephone call followed by written report dispatched by fax or email. Fault reports shall be submitted irrespective of the hour on any given day throughout any year. Fault reports shall be submitted to the other Party’s nominated person in accordance with the details to be provisioned in Annex K.
- 14.5 The Parties agree that the Parties’ nominated managers of this Agreement shall meet monthly to review forecasts, invoices, billing and the provision of the Providing Party Services (each, a "Monthly Review"). The Monthly Review shall be documented in form of minutes of meeting and include a discussion of any faults, planned or unplanned outages or other occurrences on the Providing Party Network or the Requesting Party Network, which had or might be expected to have a material effect upon the Providing Party Services.

15 Provisioning of Information

- 15.1 Subject to a Party's obligations of confidentiality to Third Parties pursuant to the laws of Oman, and the NDA attached as Annex J of this Agreement, a Party may request ("Receiving Party") and the other Party shall provide ("Disclosing Party") information required for access and interconnection, conveyance of Calls or the provision of Services specified in this Agreement, provided the other Party has the required information and the provision of such information is necessary.
- 15.2 The Parties shall update such information from time to time.
- 15.3 Notwithstanding any provision of this Agreement, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party as a matter of Oman law or pursuant to any relevant contractual obligations unless such Third Party consents to such disclosure and such consent is permitted pursuant to such laws or contracts.
- 15.4 The Disclosing Party will take reasonable steps to ensure that the information disclosed to a Receiving Party is correct to the best of its knowledge, information and belief at the time of provision of such information.
- 15.5 If a Disclosing Party proposes to provide information to a Receiving Party, the Disclosing Party shall first have obtained the consent of any Third Party to whom/which such information relates and from which/whom the laws of Oman or any relevant contractual obligations require such consent to be obtained. Any such consent and the obtaining of it shall be in accordance with such laws and/or contractual obligations.
- 15.6 Subject to Article 23 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, by the Disclosing Party or any Third Party at the time when the information was provided, including those relating to confidentiality as pursuant to Article 18.
- 15.7 The Receiving Party shall solely use the information for the purpose of this Agreement. The Receiving Party shall ensure that such information is kept confidential and that sufficient measures are in place to assure that such disclosed information cannot be accessed by planning teams other than network planning, marketing, and retail functions associated with the Receiving Party.

- 15.8 Nothing in this Agreement shall require a Party to do anything in breach of any obligation of confidentiality, imposed by the laws of Oman or pursuant to any applicable contractual obligations.
- 15.9 For the avoidance of doubt nothing in this agreement shall prevent either party from supplying any information to the TRA irrespective of whether the information has been requested by the TRA or is supplied by the Party to the TRA on its own volition.

16 Resolution of Disputes

- 16.1 In the event of any Dispute arising between the Parties, each Party undertakes to avail of the Level 1 and Level 2 procedures set out in this Clause 16, prior to referring the dispute to the TRA, unless exceptional circumstances exist.
- 16.2 In the event of a Dispute arising either Party shall notify the other in writing that such a dispute has arisen (“Dispute Notice”) giving full particulars of same including (but not limited to) a description of the matter in dispute, all relevant evidence, and any other information which describes the matter in dispute, and the respective positions of the Parties with respect to it.
- 16.3 Excluding Billing Dispute, which shall be dealt with under Annex B, each Party shall use its best endeavours to resolve any Dispute referred to in Clause 16.1 in the first instance through good faith negotiation between the representatives of the Parties mentioned in Annex K to whom all notices under this Agreement are to be sent (hereinafter referred to as “Level 1 Procedure”).
- 16.4 In the event of the Parties failing to resolve the Dispute in accordance with Level 1 Procedure within 2 weeks from the date of the Dispute Notice, either Party shall have a right to serve a further notice on the other Party (the “Second Dispute Notice”) requiring that the persons as defined in Annex K hereof shall undertake further good faith negotiations to resolve the Dispute (“Level 2 Procedure”). The Party serving the Second Dispute Notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute. Immediately upon service of the Second Dispute Notice, the persons defined in Annex K shall negotiate with each other in good faith to resolve the Dispute.
- 16.5 If the endeavours of the Parties to resolve the Dispute in accordance with Level 2 Procedure are not successful within 2 weeks of the service of the Second Dispute Notice both Parties may agree to resolve the dispute through mediation. If either party objects to mediator or the mediation panel’s recommendations, then the matter will be referred to the TRA
- 16.6 The time limits specified in this Clause 16 may be extended by mutual agreement between the Parties.
- 16.7 The above procedures are without prejudice to any other rights and remedies that may be available to the Parties in respect of any breach of any provision of this Agreement.
- 16.8 Nothing herein contained shall prevent a Party from:

- 16.8.1 Seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief;
- 16.8.2 Escalating the matter to the TRA outside the Level 1 and or Level 2 procedures where special circumstances exist that objectively justify the referring the matter to the TRA as a matter of urgency, subject to serving notice to the other Party stating the reasons for such escalation;
- 16.8.3 Seeking to shorten the timescales where special circumstances exist that objectively justify the timescales specified to be shortened subject to serving notice to the other Party stating the reasons why the timescales must be shortened. The Party seeking to shorten the timescales shall also suggest what the next steps should be and the proposed timelines for them. In the event that the other Party does not agree to the variation of the timescales the matter shall be treated as a dispute between the Parties.

17 Breach, Suspension and Termination

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

17.2 Suspension

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

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

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

- 17.2.2.2 Other Party shall fail to take or delay taking any necessary action in respect of any Fraud, manipulation, distributed denial of services attack (DDOS) or any other illegal activity committed by any other Party Customer or other Party employee or agent when the particular circumstances of such illegality came to the knowledge of other Party or was notified to other Party by Suspending Party; and/or
- 17.2.2.3 Suspending Party suspends or interrupts the access of its own customers to the other Party Network in equivalent circumstances to those arising under the operation of this Agreement; and/or
- 17.2.2.4 Suspending Party suspends access to Suspending Party Network for other Party Customers to the extent it suspends access to Suspending Party Network for its own customers, if not suspending access will cause more damage to the network as a whole.

17.3 Breach

- 17.3.1 If a Party is in breach of any of its obligations under this Agreement (including, but not limited to, a failure to pay an undisputed sum pursuant to an invoice due hereunder or non-compliance of Clause 13.4), the other Party may serve a written notice (the "Breach Notice") on the Party in breach specifying the breach and requiring it to be remedied within:
 - 17.3.1.1 30 calendar days (or such other longer period as may be specified therein) from the date of receipt of such Breach Notice; or
 - 17.3.1.2 in case of emergency (excluding financial obligations but including circumstances as described in Clause 11.2 of this Agreement), within such shorter period as the Party not in breach may reasonably specify.
- 17.3.2 Except for the instances as set out in Clause 17.3.5 or any Liquidated Damages as defined below, the Party not in breach may, until such breach is remedied in accordance with the Breach Notice, calculate a remedy for such breach of which the Party receiving the Breach Notice shall bear to pay per day an amount of 1/30th of the total monthly invoice issued a month earlier for services covered under this Agreement.
- 17.3.3 The Parties agree that it is difficult or impossible to determine with precision the amount of damages that would or may be incurred as a result of the Party in breach's failure to rectify the breach. It is understood and agreed by the Parties that:

- 17.3.3.1 the Party shall suffer damage by failure of the Party in breach to meet its obligations under this Agreement;
- 17.3.3.2 it is impracticable nor possible to fix the actual damages resulting from the breach of its obligations under this Agreement;
- 17.3.3.3 any charges which may become payable under this Clause 17.3.3 and 17.3.5 are in the nature of liquidated damages (Liquidated Damages), and not a penalty, and are fair and reasonable; and
- 17.3.3.4 the Liquidated Damages represent a reasonable estimate of fair compensation including for the loss of revenues that may reasonably be anticipated from such failure. Notwithstanding anything to the contrary herein, the payment of Liquidated Damages under this Clause shall be Omantel's sole liability and Requesting Party's sole and exclusive remedy for failure to meet the Service Levels or KPIs. Requesting Party may not bring any claim for liquidated damages against Omantel in respect of a failure to meet any Service Levels and/or KPIs if the failure is due to reasons attributable to the Requesting Party and its subcontractors; any other third party; or any governmental requirements including approvals.
- 17.3.4 It would be for the Party receiving a Breach Notice to ensure payment of amounts stated above by the due date of the invoice submitted for the breach. In case such payments are not made within such duration, the Party sending the Breach Notice is entitled to proceed with the steps as per Clauses 17.3.5 and 17.3.6 herein in addition to the process stated pursuant to Clause 16 provisions under this Agreement including to submit the matter to dispute resolution process agreed .
- 17.3.5 If the Party is in breach of any terms of this Agreement such as late payment of undisputed amounts thereof and fails to rectify such breach within thirty (30) calendar days following from the date of receipt of a Breach notice from the other Party, then the Party in breach shall be liable to pay per day liquidated damages to the Party at the rate of 1/360 of the annual contract value that the Breach Notice relates to. Where the breach relates to the submission of a guarantee, bonds or their renewal, insurance policies or delaying any renewals and the Party in breach fails to rectify such a breach within thirty (30) calendar days following from the date of receipt of a Breach Notice, then the other Party, subject to obtaining the necessary TRA approvals where necessary, may suspend the services to which they relate

or withhold the supply of services where these relate to new or amended orders.

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

17.4 Termination

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

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

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

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

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

17.4.1.5 ceases to carry on business; or

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

17.4.1.7 failure to submit a required bank guarantee on time.

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

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

17.4.2 Upon termination of this Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of

equipment (if any) supplied by that other Party. Each Party shall take reasonable steps to recover equipment made available by it.

- 17.4.3 If 30 calendar days after the termination of this Agreement, a Party fails to recover equipment in good condition (normal wear and tear excepted) because of the acts or omissions of the other Party the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 60 calendar days from the date of the demand.
- 17.4.4 Without prejudice to a Party's rights upon termination of this Agreement, a Party shall refund as soon as reasonably practicable after such termination to the other a rateable, fair and equitable proportion of those periodic sums (if any) already paid at the time of such termination under this Agreement for a period extending beyond the date of such termination or expiration, unless the Parties agree otherwise.
- 17.4.5 Termination of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.
- 17.4.6 Notwithstanding the termination of this Agreement and Clauses 15, 17.4.2, 17.4.3, 17.4.4, 18, 19, 23 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.
- 17.4.7 For the avoidance of doubt and unless otherwise expressly provided to the contrary, the Requesting Party may at any time and for any reason terminate this Agreement by giving three (3) months written notice to the Providing Party.

18 Confidentiality

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

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

19 Intellectual Property Rights

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

20 Review of the Agreement

- 20.1 This Clause 20 shall be governed by Article 13 and Article 37 of the A&I Regulations issued by Resolution No. (25/2016) in April 2016. A Party may seek to amend this Agreement by serving on the other a notice seeking to review the terms of this Agreement (“Review Notice”), if:
- 20.1.1 either Party's licence is materially changed (whether by amendment or replacement); or
 - 20.1.2 a change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing telecommunications in Oman; or
 - 20.1.3 this Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
 - 20.1.4 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or
 - 20.1.5 this Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under Clause 24 hereof; or
 - 20.1.6 Left blank.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
- 20.4 any Party can only seek a review of the Agreement outside the scope of Clause 20.1 once every 12 months from the date of the previous review. Either Party to the Agreement may require a review of the Agreement at any time where there are good reasons to do so such as where there are substantive market changes or services are required by the Requesting Party which are not provided for in the RAIO or relate to new technologies that are or have been rolled out.A Review Notice shall set out in reasonable detail the issues to be reviewed between the Parties.
- 20.5 On serving of a Review Notice, the Parties shall forthwith negotiate in good faith the matters referred to in the Review Notice as being matters to be reviewed pursuant to

Clause 20.2 with a view to agreeing to any relevant and consequential amendments to this Agreement.

- 20.6 For the avoidance of doubt, the Parties agree that notwithstanding the serving of a Review Notice, this Agreement shall remain in full force and effect.
- 20.7 If the Parties fail to reach agreement on the subject matter of a Review Notice within 3 calendar months (the relevant period) in each case from the date of serving of such Review Notice, either Party may, not later than one calendar month after the expiration of the relevant period, request in writing the TRA to determine:
- 20.7.1 the matters upon which the Parties have failed to agree;
 - 20.7.2 whether this Agreement should be modified to take account of such matters; and, if so
 - 20.7.3 the amendment or amendments to be made.
- 20.8 The Parties shall modify this Agreement in accordance with the TRA's Determination pursuant to Clause 20.7.20.7.
- 20.9 The Parties may, at any time, agree in writing to a variation to the time periods specified above in relation to a particular review notice.
- 20.10 The Parties may, at any time, mutually agree in writing to change rates for Services within the Agreement. These shall become effective only following TRA written approval and publication as applicable.
- 20.11 Rate changes due to determination from the TRA do not need a written agreement and notice if the determination has a specified effective date. The Parties shall notify the other Party as soon as possible after the determination from the TRA.
- 20.12 The Parties might agree from time to time to add additional services under this Access and Interconnection Agreement. In such cases, Omantel shall notify the TRA accordingly and shall obtain all necessary approvals from it. These services shall be launched only following TRA written approval.

21 Amendments

- 21.1 Amendments and supplements to this Agreement, including its Annexes, shall, in order for them to be valid, be drawn up in writing, dated and signed by both Parties and then approved by the TRA. Such amendment and supplements shall not affect the validity or enforceability of any of the remaining provisions of this Agreement.
- 21.2 If such amendment is due to decisions or determinations of TRA or any other legal body of competent jurisdiction, the amendment will be made according to that decision or determination and be applicable as per the date of such ruling or such other date that might be specified therein.

22 Force Majeure

- 22.1 Neither Party shall be liable for any breach of this Agreement caused by, commotion, riots, embargo, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory (Regulatory Event shall mean an amendment of or change in any applicable law; the grant of an injunction against a party in respect of a breach or contravention of an applicable law or regulation; and or the making of a determination or direction or any other enforceable decisions by a competent authority) or legal obligation, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or natural disaster or acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
- 22.2 The Party initially affected by a force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("force majeure notification").
- 22.3 Upon cessation of the effects of the force majeure upon the ability of a Party to perform its obligation under this Agreement the Party initially affected by a force majeure shall promptly notify the other of such cessation.
- 22.4 If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 22.6 perform its obligations that are not affected by force majeure. The Party while performing those of its obligations that are not affected by force majeure, shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.
- 22.5 To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 22.6 Following a force majeure notification and if the effects of such force majeure continue for:
- 22.6.1 a continuous period of not more than 6 months from the date of the force majeure notification (whether or not notice of cessation has been given

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

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

23 Limitation of Liability

- 23.1 Save as provided for in this Agreement neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.
- 23.2 Subject to the remaining provisions of Clause 23.4, and to the extent permitted by law, if a Party is in breach of any of its obligations to the other Party under this Agreement (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR 1,000,000) for all events (connected or unconnected) in any period of 12 calendar months. This clause does not apply to any obligation arising under this Agreement to pay monies in the ordinary course of business, including without limitation, the charges and any other payments in respect of services provided.
- 23.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for:
- 23.3.1 loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused;
 - 23.3.2 any loss or damage suffered or claimed by any customer of the other Party to the extent that such loss or claim arises as a result of a breach of this Agreement by whatsoever reason.
- 23.4 If any customer of a Party (the Indemnifying Party) makes a claim for loss or damage against the other Party and such loss or damage is alleged to have arisen as a result of a breach of this Agreement by the other Party, the Indemnifying Party shall indemnify and keep that Party indemnified in respect of such claim of loss and damage.
- 23.5 Each provision of this Clause 23 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

24 Assignment of Rights and Obligations

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

25 Notices

- 25.1 A notice shall be considered duly served if:
- 25.1.1 delivered by hand, at the time of actual delivery;
 - 25.1.2 sent by an official email address of the Parties, upon its receipt being confirmed; or
 - 25.1.3 sent by recorded delivery post, 4 calendar days after the day of posting.
- 25.2 Except if otherwise specifically provided all notices and other communications relating to this Agreement shall be in writing and shall be sent according to the provisions in Annex K.
- 25.3 Subject to any provision in this Agreement to the contrary changes to any of the contact persons of a Party listed in Annex K for any reason shall if reasonably possible be notified in writing to the other Party prior to such change occurring and in any event no later than 3 days after such change takes effect.
- 25.4 Notices are to be served and confirmed only during working hours. For the avoidance of doubt, if a notice is served after working hours, it is deemed to have been received the following working day.
- 25.5 Each Operator specifies only one contact point for exchange of updates to this Agreement that is the manager responsible for this Agreement, as defined in Annex K.

26 Entire Agreement

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

27 Waiver

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

28 Severability

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

29 Relationships of Parties

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

30 Governing Law

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

31 National Security

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

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

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

Name: [NAME]

Designation: [DESIGNATION]

Date: [DATE]

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

Name: [NAME]

Designation: [DESIGNATION]

Date: [DATE]