

# Reference Access and Interconnect Offer

## Sub Annex C-FA 07 Bitstream Layer 3 Services

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## 1 General

- 1.1 This Sub Annex sets out the Omantel offer for Bitstream Layer 3 Service.
- 1.2 The Requesting Party through this Service can provide the IP Services to Customers on Omantel's 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 Services provisioning starting from the Services 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 3 Service.

### 3 Bitstream Layer 3 Services

3.1 Omantel offers the Requesting Party the possibility to access the customer premises using Service 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 local Customers in Oman for their connectivity needs within the Territory.

3.3 The Service is comprised of the following component parts:

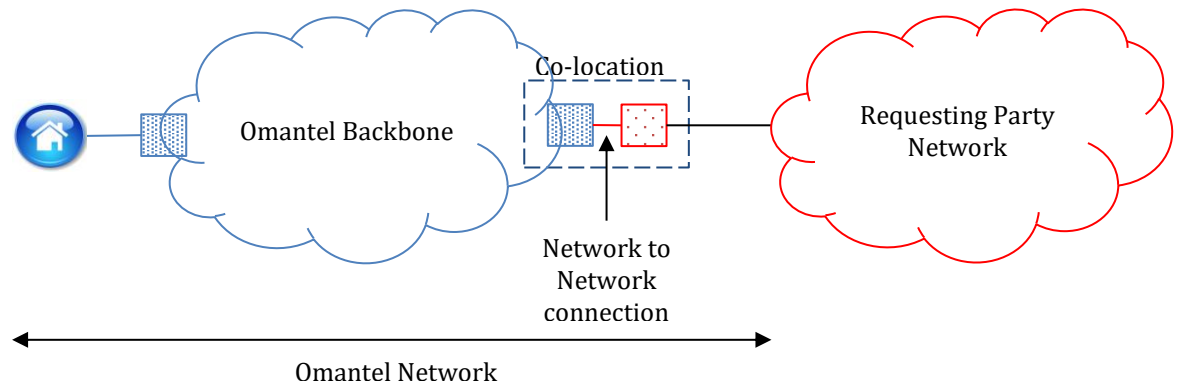
3.3.1 Backbone capacity on the Omantel Core Network provided based on 1G capacity and its multiples.

3.3.2 Network to Network Connectivity Using Layer 3 Interface.

3.3.3 Omantel will control the customer bandwidth and therefore the Access Seeker will not be able to offer the required bandwidth to the end user unless they are enabled by Omantel. The connectivity between the end customer and the Requesting Party will be seamless. Omantel will control the total bandwidth offered through the HDSL card. 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 in their BRAS or at router level and in similar way the contention ratio, and bandwidth shaping will also be in control of the Requesting Party and not Omantel.

3.3.4 Last Mile copper connectivity to each Customer upon request.

The connectivity will be provided as shown in



3.4 Figure 3-1 below.

Figure 3-1 Bitstream Layer 3 Services

- 3.5 The Requesting Party shall request Co-location from Omantel. The Requesting Party shall Co-locate its Equipment at the Co-location space for the purpose of Network to Network Connectivity with additional cost.
- 3.6 The Requesting Party shall request the connectivity between the Requesting Party's equipment Co-located at Omantel premises in the location specified by the Requesting Party at an additional cost. Where the Requesting Party wishes to carry out 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 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 Services Provisioning:

- 4.1.1 The Service provision shall be subject to technical feasibility.
  - 4.1.2 The Bitstream Layer 3 will be offered only in locations where Omantel has the end to end connectivity to the Customer premises.
  - 4.1.3 Omantel shall offer the Bitstream Layer 3 to 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 their interest in the Service with any Third Party Operator.
  - 4.1.5 Omantel will be responsible to maintain the Services 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 Services offered by the Requesting Party due to the last mile cable length.
- ### 4.2 The Requesting Party Responsibility:
- 4.2.1 The Requesting Party shall request the Co-location Service for the purpose of Network to Network connectivity.

- 4.2.2 The Requesting Party shall request the Bitstream Level 3 Services specifying required capacity on Omantel's Backbone network.
- 4.2.3 The Requesting Party shall submit a copy of the Customer's application form duly completed and signed by the Customer for each 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 for the availability and quality of the Service 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 provide the IP address that can be assigned to the CPE of the customers.
- 4.2.7 The Requesting Party shall be responsible for providing, monitoring and maintaining the CPE at the Customer location.
- 4.2.8 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.
- 4.2.9 The Requesting Party shall be responsible to take all reasonable steps where the content of data conveyed by the end user is abusive or illegal or is using it in a way that put the network safety at risk and shall pursue the matter with the relevant authorities of Oman.
- 4.2.10 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 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 Term.
- 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 this Service with active Customer on its network. The Providing Party shall not terminate the Contract without 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 databases 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 additional to the following Clauses.
- 6.2 Backbone Capacity and the Network to Network connectivity: Omantel shall provide the Services 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.
- 6.3 The Requesting Party shall request the Bitstream L2 Service for only those Customers who are physically connected to Omantel Network.
- 6.4 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 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.
- 6.5 The Requesting Party in respect the connectivity to each Customer order may only request the Service 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 a time.
- 6.6 Omantel's technicians jointly with the Requesting Party's technicians shall connect and test the Service delivery to the Customer.
- 6.6.1 The Requesting Party's Network should be ready with the Service provisioning to the Customer before Omantel and the Requesting Party teams jointly connect the Customer. This will ease testing the Service.

6.6.2 If Omantel rejects the Requesting Party's request, Omantel shall inform the Requesting Party of 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 products 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 is handled according to Annex H in addition to the following Clauses.
- 8.1.1 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.
- 8.1.2 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.

## 9 Forecasts

### 9.1 Forecasting shall be handled according to Annex F.