

Reference Access and Interconnection Offer

Sub Annex C-FA 04 Co-location

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1 General

- 1.1 This Sub Annex sets out the Co-location Services at Omantel Premises.
- 1.2 Co-location in this Sub Annex means the sharing of physical space in buildings owned by Omantel to permit the installation and operation of the Requesting Party's Network Equipment required in conjunction with an associated point of interconnection or point of access.

2 Definition

- 2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the following definitions:
- 2.1.1 Omantel Premises – Omantel POP – Omantel Point of Presence – in this Sub Annex are Omantel’s telecommunication exchanges across the country.
- 2.1.2 Contract Term – the contract period of the Service provisioning starting from the Service provisioning date.

3 Co-location within Omantel Premises

- 3.1 Omantel offers the Requesting Party the possibility of Co-location within Omantel premises where possible for the purpose of access or interconnection with Omantel.
- 3.2 The premises under this section exclude Omantel Data Center, Omantel Landing Stations and Omantel Earth Stations which are individually covered in Sub Annexes C-FA 14, C-FA 15 and C-FA 16 subsequently.
- 3.3 Request for Co-location shall be initiated by the Requesting Party. The size and exact location will be mutually agreed between both Parties after a joint site-survey and shall be charged in accordance to Clause 6 of this Sub Annex.
- 3.4 The Co-location space per equipment/rack is calculated as below:
- Co-location Area = (Width + 0.6 m*2) * (Depth + 0.6 m*2)
- The height of the rack should not exceed 2.2 m.
- 3.5 Power charges are not included in the co-location charges.
- 3.6 Omantel offers the following options to enable the Requesting Party to connect its closest POP with its Equipment Co-located at Omantel Premises with additional charges specified in Clause 6 of this Sub Annex:
- Omantel will provide the connectivity between the Requesting Party's closest POP and the Requesting Party's Equipment Co-located at Omantel Premises; or
 - The Requesting Party will extend its own cable up to the closest point -designated by Omantel to Omantel Premises from where Omantel will extend the connectivity into the Omantel Premises to the Requesting Party's Equipment.
- 3.7 The Requesting Party shall, at its own cost, provide all equipment, installation materials and manpower needed for the installation of their Co-location Equipment. Where certain site preparation is to be carried out by Omantel, the Requesting Party shall pay all the

reasonable costs incurred by Omantel in provisioning Co-location space at the Omantel Premises.

- 3.8 Omantel shall not be responsible for any damage to the Requesting Party's Co-location Equipment caused by fire, water leakage, air-conditioning, mechanical ventilation failure, power fluctuations/interruptions or anything beyond Omantel's control.
- 3.9 Omantel shall follow the same quality standards in regards to the Requesting Party's Equipment as it follows for its own Equipment.
- 3.10 Omantel shall inform the Requesting Party about the technical feasibility and availability accordingly, in case it is not possible to offer Co-location at the Premises and/ or provide any Service, Omantel will propose an alternative location wherever is possible.
- 3.11 The Requesting Party shall assure that the request for Co-location will include at least the following minimum information:
- (a) The Co-location site at which the Co-location space is sought
 - (b) The type of Co-location Equipment proposed to be installed at that location, including but not limited to:
 - a) Required floor space
 - b) Power requirements
 - c) Floor loading of the Co-location Equipment
 - d) Type of optical fiber to be used
 - e) Diameter of the optical fiber
 - f) Requesting Party contact details
 - g) A detailed equipment list to be installed
- 3.12 Omantel will provide the required lighting, air conditioning and fire and burglary alarms within the premises where the mentioned facilities are available.
- 3.13 Omantel will provide fire extinguishing equipment according to Omantel specification and details.

- 3.14 The Requesting Party will be solely responsible for removing all Equipment, cabling and other related constructions within one (1) months after the expiration of the Contract Term(s). In case the Requesting Party fails to comply with the above, Omantel will remove and dispose of the Equipment, cabling and other related constructions and will charge the Requesting Party accordingly.
- 3.15 Each Party shall take all necessary measures to ensure the safety of the other Party's equipment at its premises. Notwithstanding the foregoing, it is the responsibility of Requesting Party to provide adequate insurance cover for its respective equipment.
- 3.16 Omantel will assess the Requesting Party requirements against the available Co-location space, taking into consideration the following:
- 3.16.1 Omantel's reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for the provision to itself and its Customers;
- 3.16.2 Omantel's reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for operation and maintenance purposes;
- 3.16.3 Omantel and other third party requirements (including operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;
- 3.16.4 security and confidentiality requirements imposed on Omantel by Governmental Agencies;
- 3.16.5 whether Omantel proposes to decommission the Co-location Site, within three (3) years from the date of request.
- 3.17 Access/visit to Omantel Premise for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents seven (7) Working Days and it shall be in accordance to Omantel standard procedures.

4 Terms and Conditions

4.1 Co-location provisioning

4.1.1 The Co-location shall be subject to feasibility and availability.

4.1.2 Omantel shall remain the owner of the Co-location area and the Services offered to the Requesting Party. The Requesting Party shall not assign, transfer, lease, sell, or share its interest in the Services rendered by Omantel with any Third Party.

4.1.3 Omantel will be responsible to maintain the Services offered at Omantel Premises and shall ensure that the Services offered to the Requesting Party are at the same level of quality as those to Omantel's own Customers.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Services.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request.

4.2.3 For maintenance of its Equipment, the Requesting Party shall request access to the Co-location Site at least 2 Working Days in advance and shall abide by Omantel's procedures and instructions while at the Site.

4.3 Contract Terms and Termination:

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

4.3.2 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. 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.

- 4.3.3 Omantel has the right to terminate the Service with immediate effect in case the Requesting Party is in breach of its obligation under this Agreement.
- 4.3.4 Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.
- 4.3.5 The termination will be in accordance with the procedures in Annex H.
- 4.4 Additional Co-location Space and Co-location Equipment
- 4.4.1 If the Requesting Party wishes to replace, modify or rearrange existing Co-location Equipment in the Co-location Space or to install additional Co-location Equipment in the Co-location Space, the Requesting Party must submit a request in respect of additional Space and or the replacement, modification, rearrangement, or additional Co-location Equipment to be installed.
- 4.4.2 Requests for additional Co-location Space at Co-location Sites shall be treated as a separate Co-location Request and the process of ordering and provisioning in Clause 5 of this Annex shall apply.
- 4.5 Sub Leasing
- 4.5.3 The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment at the Co-location Site.
- 4.5.4 Subleasing or installing the equipment of any other third party will be consider as breach to this Agreement.
- 4.6 Interference;
- 4.6.1 Each Party shall ensure that its Co-location Equipment does not cause any interference to the other Party's equipment, plant, facilities, Networks and the equipment of other occupying Operators at the Co-location Site and does not poses an immediate risk of personal injury. In the event of any interference, the Parties shall take in good faith

reasonable measures to resolve the problem promptly. Where the Requesting Party equipment is causing interference and the interference cannot be resolved, the Requesting Party shall remove the source of interference immediately.

- 4.6.2 If Omantel determines that the interference poses an immediate risk identified in Clause 4.6.1; it may, withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party's cost, take measures to prevent the interference.

5 Ordering and Delivery

- 5.1 Ordering and delivery is handled according to Annex H in addition to the following Clauses.
- 5.2 Omantel shall use its best endeavors to have a Target Acceptance Date for the Service within 25 Working Days and shall not exceed 70 Working Days subject to feasibility.
- 5.3 The Requesting Party may only request the Service once every 2 weeks on a week day agreed between both Parties. Both Parties shall agree on the number of connections the can be submitted at a time.
- 5.4 Omantel's technician jointly with the Requesting Party technicians shall conduct a site survey if necessary on the date and time agreed between both parties.
- 5.5 Omantel may reject a request for the Service if the pre-conditions for providing Co-location space have not been provided at the date of request.
- 5.6 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.

6 Tariff

- 6.1 The up to date tariff for the Services can be found in Annex M.
- 6.2 The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.

7 Fault Management

7.1 Fault Management shall be handled according to Annex H.

8 Forecasts

8.1 Forecasting shall be handled according to Annex F.