

OMAN MOBILE

REFERENCE

INTERCONNECTION

OFFER

July 7, 2010

ANNEX B

BILLING AND PAYMENT

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1 DEFINITIONS

- 1.1 In this Annex, a reference to an article or a clause unless stated otherwise, is to an article or a clause of this Annex. Words and expressions have the meaning given in Annex L.

2 RECORDING OF BILLING INFORMATION

- 2.1 Subject to Clause 2.2, each Party shall, for each individual Call for which it is the Billing Party collect, record (whether in bulk or on an itemized Call basis) and process in accordance with Clause 2.2, the Billing Information.
- 2.2 The following shall be recorded for each Call type for which there is an entry in the Service Schedules:
- 2.2.1 Point of Interconnection; and
 - 2.2.2 the dialed digits and/or such other information as may be agreed; and
 - 2.2.3 CLI (if available); and
 - 2.2.4 the date and the time when the Answer Signal is received by the Party providing the Billing Information.
 - 2.2.5 Chargeable Call Duration (whether measured or derived).
 - 2.2.6 service type involved to the level of detail specified in the relevant Service Schedule
- 2.3 The Billing Party shall provide with the invoice appropriate supporting Billing Information, as outlined in Article 3, to enable the non-billing Party to validate the invoice.

3 EXCHANGE OF BILLING INFORMATION

3.1 The Billing Party shall process the information specified in Clause 2.2 so as to produce the matrix outlined below in Table 1, which shall be referred to as the Interconnection Usage Report.

TABLE 1

Call type			
Service type	Total Number of Calls or messages	Total Duration	Total Revenue
	N	M	R
TOTAL	ΣN	ΣM	ΣR

Where: N = is the total number of Calls in case of Calls, the total number of Messages in case of SMS or MMS, or the total number of sessions in case of GPRS

Where: M = is the total Chargeable Call Duration in minutes in case of Calls or Megabytes in case of GPRS

Where: R = the total Revenue Charge which will comprise of:

M x Rate per minute or per Megabyte; or

N x Rate per call or message; or

M x Rate per minute plus N x Rate per call

Call duration shall be counted in seconds and summarized monthly and rounded to closest number of minutes. SMS and MMS shall be counted in number of messages and not rounded. GPRS sessions shall be counted in Kilobytes and summarized monthly and rounded to closest number of Megabytes.

3.2 The Interconnection Usage Report shall be provided by the Billing Party to the other Party together with the resulting invoice not later than 5 weeks after the end of each Billing Period.

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- 3.3 The Billing Period for Interconnection Traffic shall be monthly commencing from 00.00 hours on the 1st day of each calendar month.
 - 3.4 The Billing Party shall, for a period of 36 months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from one Party to the other to take account of changes in the relevant prices.
 - 3.5 If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an invoice, the other Party shall at the request and reasonable expense of the Billing Party use its reasonable effort to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the other Party to the Billing Party. The Parties acknowledge that Billing Information supplied by the other Party pursuant to this Clause shall have been supplied via a verification system (rather than a Billing System) and such other Party cannot warrant that the information is free of error.
 - 3.6 If the Parties' monitoring of their respective Billing Information indicates a persistent inconsistency in reconciling Billing Information provided by the Parties' respective Billing Systems, the Parties shall use their reasonable effort to ascertain the cause of such inconsistency
 - 3.7 In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within 24 months of the date of the end of that Billing Period.
 - 3.8 The Billing Party must advise the Billed Party of the fact that any invoice is estimated together with the reasons for using estimates.
 - 3.9 Final clearing of estimated Invoices must take place within 3 months of the date of issue of the estimated invoice.

4 INVOICES

- 4.1 At the end of each Billing Period the Billing Party shall submit to the other Party, invoices for charges for Calls as outlined in Article 3 and other services provided as part of this Interconnection Agreement for which the Billing Party is entitled to charge the other Party during such Billing Period.
- 4.2 All charges payable under this Interconnection Agreement shall be calculated in accordance with this Interconnection Agreement and at the rates specified from time to time in the Annex C. Invoices submitted under this Interconnection Agreement shall be paid in accordance with Article 11 (Billing and Payment) of the main body of this Interconnection Agreement.
- 4.3 For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of dispatch of that invoice.
- 4.4 For services (other than Call traffic) the Billing Party shall provide with the invoice appropriate supporting Billing Information to enable the non-billing Party to accurately process the invoice for such services.

5 PAYMENT

- 5.1 Subject to what is stated below, all charges due by one Party to the other under this Interconnection Agreement shall be payable by the Due Date.
- 5.2 If, pursuant to Clause 6.1, either Party shall have notified the other of a dispute relating to such invoice and such dispute shall not have been resolved before the Due Date, undisputed part shall be due and payable on the Due Date.

6 DISPUTES

- 6.1 Each Party shall use its reasonable effort to resolve disputes with the other. If either Party (“the disputing Party”) disputes the accuracy of an invoice delivered under this Interconnection Agreement, the disputing Party shall, as soon as practicable, notify in writing the other Party’s billing liaison contact of the nature and extent of the problem. If the problem remains unresolved on the last but one Working Day before the date when the relevant invoice is due for payment, the disputing Party may invoke the formal billing dispute procedures set out in Clause 6.2 by written notification to the other, such notification to be given not later than one week after the Due Date of the relevant invoice. The disputing Party shall include with such notice all details reasonably necessary to substantiate its claim, which details shall be reasonably capable of being verified by the other Party.
- 6.2 Following a notification made under Clause 6.1 that either Party wishes to invoke the formal billing dispute procedures, the Parties shall consult as outlined in Article 8 (Resolution of Disputes) of the main Agreement, and endeavor to resolve the dispute at level 1. The Parties may agree in writing to extend the above time period.
- 6.3 Though it is the good faith intention of the Parties to use the above dispute resolution procedures to the fullest extent to try to resolve such a dispute, nothing in this Annex shall prevent either Party seeking, obtaining or implementing interlocutory or other immediate relief in respect of any dispute or referring, in accordance with any right it may have under the other Party’s License or its License, any matter relating to this Annex or any dispute arising in relation to this Annex, to the TRA requesting the TRA to make a determination or take other appropriate steps before its resolution.