

OMAN MOBILE

REFERENCE

INTERCONNECTION

OFFER

July 7, 2010

ANNEX H

ORDERING, DELIVERY AND FAULT HANDLING

INDEX

INDEX	2
1 DEFINITIONS	3
2 ORDERS AND REQUESTS	4
3 ORDERING	5
4 REQUEST MANAGEMENT.....	6
5 DELIVERY	7
6 CANCELLATION.....	9
7 SERVICE LEVELS	10
8 FAULT REPORTING.....	11

1 Definitions

- 1.1 In this Annex, a reference to an article, clause or annex, unless stated otherwise, is to an article, clause or annex of this Annex.
- 1.2 The definition within Annex L will apply unless explicitly implied herein.

2 Orders and requests

- 2.1 The Operator submits to Oman Mobile orders (Submission of Order, SO) concerning agreed services or submits requests (Submission of Request, SR) for services or actions not agreed.
- 2.2 Orders and requests shall be in writing and be signed by authorized staff of the Operator. The Operator e-mails and faxes the order to the designated Oman Mobile contact point according to Annex K.
- 2.3 Orders may be deemed to be Non-standard when the orders are outside forecast or an impediment exists in Oman Mobile to deliver the ordered services. Non-standard Orders are to be treated as Requests

3 Ordering

- 3.1 Oman Mobile shall as soon as possible and latest 2 working days after receiving the Submitted Order (SO) send an Order Acknowledgement (**OA**) that Oman Mobile has received the Order.
- 3.2 An Order shall, to be deemed valid, consist of all the information which is needed to fulfill the order or the information the Parties have agreed concerning orders of the specific kind of service. No order should consist of more than one service or group of services, to avoid misunderstanding.
- 3.3 Where clarification is required for an Order, Oman Mobile will initiate bilateral discussions and these will take place to correct the Order details before the Order is placed. Oman Mobile will contact the designated Operator contact as detailed in the Order.
- 3.4 Oman Mobile shall latest five (5) working days after receiving the Order issue a suggested written Delivery Order Offer (**DOO**) to the Operator. The Delivery Order Offer consists of the ordering details given by the Operator and the Delivery Due Date (**DDD**) Oman Mobile is prepared to deliver. The Delivery Order Offer is valid for the time specified in the DOO.
- 3.5 The Operator accepts the Delivery Order Offer by signing it and sending it to the Oman Mobile designated contact person and thereby the Acceptance of Order (**AO**) document is considered to be a binding agreement between the parties. If the Operator does not sign the Delivery Order Offer or sends it to Oman Mobile after the validity period is over, the Delivery Order Offer shall be deemed as declined.
- 3.6 The Parties have agreed to handle changes and cancellations of orders as is suitable on a case by case basis involving both Parties best efforts to solve the mutual problem that changes and cancellations incur. If the Parties cannot find a mutual solution and if the Parties have not agreed differently, a change of an order shall be deemed to be an order cancellation followed by a new order.
- 3.7 Cancellation of orders is subject to charges. If the Parties have not agreed otherwise or cancellation fees are specified in a Sub-Annex to C, the cancellation fee shall be 12.5% of the value of the order. The value of the order is calculated as the sum of the first six months payment(s).

4 Request management

- 4.1 Oman Mobile shall as soon as possible and latest 2 working days after receiving the Request send a Request Acknowledgement (**RA**) that Oman Mobile has received the Request.
- 4.2 A Request shall consist of all the information according to the Operator's judgment that is needed for Oman Mobile to process the request.
- 4.3 Where clarification is required for a Request, Oman Mobile will initiate bilateral discussions and these will take place to correct the Order details before the Order is placed. Oman Mobile will contact the designated Operator contact as detailed in the Order
- 4.4 Oman Mobile shall use all reasonable endeavors to promptly give a written answer on a request to the Operator in the form of a Delivery Request Offer (**DRO**) consisting of the request details given by the Operator, the Delivery Due Date (**DDD**) and the period for which the Delivery Request Offer is valid. If Oman Mobile after 30 working days still is not in a position to provide an answer to the Operator, Oman Mobile shall notify the Operator about the reasons why an answer cannot be provided and also specify a Date when Oman Mobile, using its best judgment, can provide an answer to the request.
- 4.5 The Operator accepts the Delivery Request Offer by signing it and sending it to the Oman Mobile designated contact person and thereby the Acceptance of Request (**AR**) document is considered to be a binding agreement between the parties. If the Operator does not sign the Delivery Request Offer and sends it to Oman Mobile before the validity period is over, the Delivery Request Offer shall be deemed as declined.

5 Delivery

- 5.1 This Article is applicable to Accepted Orders (AO) and Accepted Requests (AR).
- 5.2 The Parties shall always co-operate to make it possible for the Delivering Party to fulfill the commitments that Parties have agreed to.
- 5.3 If a delay according to Oman Mobile is partly or totally dependent on actions taken or not taken by the Operator (Operator Delay), Oman Mobile shall notify the Operator about this in writing and give the reasons for this. An Operator Delay is defined as any delay caused by circumstances arising when an Operator's lack of readiness affects progress on provisioning or repair. The Due Delivery Date shall be extended by the number of working days of the Operator Delay.
- 5.4 In the event that the Operator fails to ensure right of entry to Oman Mobile when an appointment has been made, or delays installation of the service for any reason, the Due Delivery Date will be extended by the number of Working Days as a result of the delay. Oman Mobile will inform the Operator, via e-mail, of the Operator Delay by close of business the following day.
- 5.5 Oman Mobile shall when a Service is delivered and if tested as agreed, notify the Operator that the delivery is completed (Notification of Delivery, **ND**). Such Notification of Delivery can be executed by telephone call or e-mail followed by mail or fax. The Notification of Delivery shall contain but is not limited to the following information:
- 5.5.1 Identification number of the Delivery
 - 5.5.2 Applicable Dates
 - 5.5.3 Service description or name
 - 5.5.4 Contact information of persons connected to the Delivery
- 5.6 If the Operator finds that the Delivery is not completed properly the Operator must notify Oman Mobile within two (2) days after the Notification of Delivery. Such notification ("Notification of non-compliance of Delivery", **NCD**) shall be in writing and consist of, but is not limited to, the following
- 5.6.1 Identification number of the Delivery
 - 5.6.2 Applicable Dates
 - 5.6.3 Service description or name
 - 5.6.4 Contact information of persons connected to the Delivery

-
- 5.6.5 The missing parts of the Delivery
- 5.6.6 References to Order or other agreement to verify that the complaint is valid
- 5.7 If such Notification of non-compliance of Delivery is not sent to Oman Mobile within the timeframe given in 5.6 the delivery shall be deemed completed.
- 5.8 Oman Mobile shall upon receiving a Notification of non-compliance of Delivery immediately investigate the reasons of the complaints and correct them if reasonable. Oman Mobile shall inform the Operator the actions that Oman Mobile will undertake to correct the Delivery.
- 5.9 If the fault is subsequently found to be in the Operator network, or no fault is found, the original date of the completion notice shall apply. Oman Mobile has the right to recover the extra costs for reported faults found not to be in the Oman Mobile network, which Oman Mobile shall specify, in reasonable detail.
- 5.10 If the Parties cannot agree subsequent to 5.3, 5.4, 5.7 or 5.9, one of the Parties can notify the other that there is a dispute and handle it according to Article 18 in the Main Body of this Agreement.

6 Cancellation

- 6.1 Cancellation fees are, as applicable, specified for the interconnection services in the Sub-Annexes of C.

Cancellation Fees where Due Delivery Date is Missed

- 6.2 If the delivery extends beyond 15 working days from the original Due Delivery Day for Orders and 30 working days from original Due Delivery Date for Requests, the Operator has the option of canceling the order with only 50% cancellation fee insofar as cancellation fees are applicable.

7 Service levels

- 7.1 Service levels will be defined and agreed by the Parties in a separate Service Level agreement.

8 Fault reporting

- 8.1 Oman Mobile will monitor the network and the interconnection links and report to Operator when faults are detected. Oman Mobile will report this to the contact point defined in Annex K in this Interconnection Agreement. On reception of this fault report by the Operator the fault shall be deemed logged.
- 8.2 Operator may when detecting faults and after proper fault localization that proves that the fault is not in Operator's network report fault to the proper contact point according t Annex K of this Interconnection Agreement.
- 8.3 Oman Mobile will log such fault report and Oman Mobile will confirm that the fault report is acknowledged.
- 8.4 To gain time such confirmation will be processed through telephone or through email.