Reference Access and Interconnection Offer

Sub Annex C-FA 13 IP International Bandwidth Capacity

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1 General

1.1 This Sub Annex sets out the Omantel offer for IP International Bandwidth Capacity.

1.2 The Requesting Party through this Service can use Omantel Network to convey Internet Protocol (IP) packets to destination on the Internet as defined by the IP address in each packet.

1.3 The Service is intended for data communication to and from the Internet.

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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 Service starting from the Service provisioning date.

2.1.2 Omantel POP – means the Omantel Data Center.

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3 IP International Bandwidth Capacity Service

3.1 Omantel offers the Requesting Party the possibility to convey Internet Protocol (IP) packets through Omantel's Network to destinations on the Internet as defined by the IP address in each packet.

3.2 The Service is comprised of the following component parts:

3.2.1 Access to the IP bandwidth.

3.2.2 Network to Network Connectivity.

3.2.3 Colocation at Omantel Premises closest to Omantel POP.

3.2.4 Connectivity between Omantel premises where the Requesting Party has placed its equipment and Omantel POP.

3.2.5 The connectivity will be provided as shown below:

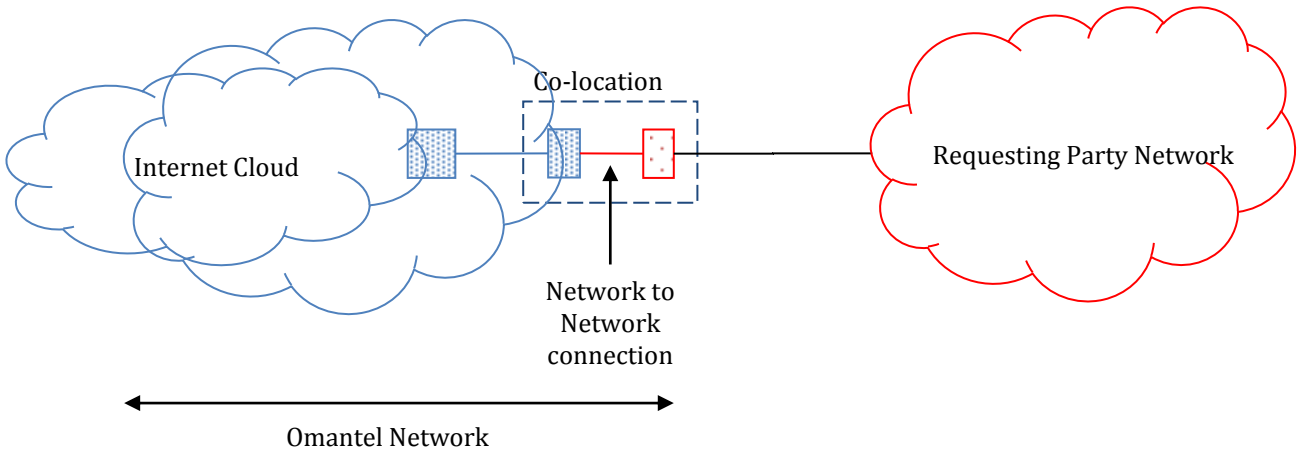

Figure 3-1 IP International Bandwidth capacity

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3.3 Omantel offers the following options to enable the Requesting Party to connect its Co-located Equipment with the Requesting Party's Node for additional charges specified in Clause 7 of this Sub Annex:

(a) Omantel will provide the connectivity all the way to the Requesting Party's Network; or

(b) The Requesting Party will extend its own cable up to the closest point, designated by Omantel, to Omantel premises where the Requesting Party's Equipment is Co-located, from where Omantel will extend the connectivity into its premises all the way to the Customer Equipment.

3.4 Additional Charges will be applicable on Clauses 3.2.3 and 3.2.4.

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4 Terms and Conditions

4.1 Service Provisioning:

4.1.1 The Service provision shall be subject to technical feasibility.

4.1.2 Omantel shall remain the owner of the Service. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in the Services rendered by Omantel to with any Third Party.

4.1.3 Omantel will be responsible to maintain the Service 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.

4.1.4 The Service is offered in STM-1 capacity or its multiples.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Service from Omantel and specify the capacity required.

4.2.2 The Requesting Party shall pay Omantel the Service fee described in Clause 7 of this Sub Annex.

4.3 Change request to existing link.

4.3.3 Upgrading the bandwidth orders are placed according to order procedures in Clause 6 of this Sub Annex.

4.3.4 Monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.

4.3.5 A new Contract Terms 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 cancelled Contract.

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4.3.6 Changes other than upgrading the bandwidth shall be considered as a termination of Service and an Order of a new one.

4.4 Contract Terms and Termination:

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

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 The termination will be in accordance with the procedures in Annex H.

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5 Database

5.1 Connectivity to each customer: Omantel will keep updated a database consisting of all active and ordered connections. The database will consist of at least the following parameters:

(c) customer Name

(d) customer address

(e) requested capacity

(f) order date

(g) agreed and promised delivery date

(h) actual delivery date

(i) reported faults

(j) maintenance actions taken

(k) installation fee

(l) monthly fee

(m) discount schemes applicable to the line

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6 Ordering and Delivery

6.1 Ordering and delivery is handled according to Annex H in additional to the following Clauses.

6.2 Omantel shall provide the Service within three (3) months subject to feasibility.

6.3 If Omantel rejects the Requesting Party request, Omantel shall inform the Requesting Party of the reasons.

6.4 Omantel shall inform the Requesting Party once the Service connectivity is completed. The Requesting Party shall test the link within three (3) Working Days and in case the link is not connected, shall inform Omantel accordingly else Omantel has the right to charge the Requesting Party from the Date of delivery.

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7 Tariff

7.1 The up to date tariff for the Services can be found in Annex M.

7.2 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.

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8 Fault Management

8.1 Fault Management is handled according to Annex H in addition to the following Clauses.

8.2 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.

8.3 In case if no Fault found from Omantel's side, the Requesting Party shall compensate Omantel for fault reporting

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9 Forecasts

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