

# Reference Access and Interconnection Offer

## Sub Annex C-FA 05 Wholesale Line Rental

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## 1 General

1.1 This Sub Annex sets out the Omantel offer for the Wholesale Line Rental (WLR) Service, for the provision of normal telephone Service.

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## 2 Definitions

- 2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the following definition:
- 2.2 Contract term – the contract period of the Service provisioning starting from the Service provisioning date.

### 3 Service Setup

3.1 The set-up of the Service is described below:

3.1.1 The Requesting Party has the opportunity to market its own telecommunications services offered via Wholesale Line Rental Service offered by Omantel.

3.1.2 When the Customer dials a B number in Oman, the voice call connection is routed from the Customer number at the access point using Omantel's existing Network terminated to a B number in Oman.

3.1.3 The Requesting Party bills the Customer for the Service and traffic usage.

3.1.4 The Requesting Party shall develop the Services, market them to its Customers and take the full responsibility of bad debt and fraud emerging from his Customers. The Requesting Party will also supply all Customer Care Services.

3.1.5 The Requesting Party will pay Omantel for renting the connectivity and voice calls made by the Customer and any other Services requested by the Requesting Party to support offering the Wholesale Line Rental Service.

## 4 Wholesale Line Rental Service Package

4.1 The Wholesale Line Rental Service consist of the following separate components:

- (a) Lease-line connection
- (b) Customer premises line rental.
- (c) Traffic charges.

4.2 In case there are additional facilities requested to accommodate the Requesting Party's requirement, both Parties shall use their best endeavors to facilitate the same. Omantel shall charge the Requesting Party the appropriate charges.

4.3 The tariffs associated for the above required component charges can be found in Clause 8 of this Sub Annex.

## 5 Terms and Conditions

### 5.1 Service Provisioning:

- 5.1.1 The Wholesale Line Rental provision shall be subject to technical feasibility.
  - 5.1.2 The Wholesale Line Rental will be offered in location where Omantel has the copper connectivity to the Customer's premise and it is subject to resources availability.
  - 5.1.3 Omantel shall offer the Wholesale Line Rental for only those Customers who have paid in full their outstanding balance 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.
  - 5.1.4 Omantel shall remain the owner of the Line. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in the Service with any Third Party Operator.
  - 5.1.5 Omantel will be responsible to maintain the line 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.
  - 5.1.6 Left blank.
  - 5.1.7 Upon receiving the request, Omantel will check the technical feasibility to offer the Wholesale Line Rental to the Requesting Party.
  - 5.1.8 Omantel shall not be responsible for any work within the boundary of the Customer premises.
  - 5.1.9 Omantel shall be responsible for the availability and quality of the Service offered to the Customer.
- ### 5.2 The Requesting Party Responsibility:

- 5.2.1 The Requesting Party shall submit with its Wholesale Line Rental request along with a copy of the Customer's application form duly completed and signed by the Customer. 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.
- 5.2.2 The Requesting Party shall be responsible to invoice and collect the outstanding dues from its Customers.
- 5.2.3 The Requesting Party shall pay Omantel the charges specified in Clause 8 below even if the Customer has not paid his dues to the Requesting Party.
- 5.2.4 The Requesting Party shall request all the necessary Services from Omantel to set up the necessary connectivity that will enable the request of Wholesale Line Rental Services.
- 5.2.5 The Requesting Party shall setup a call center to address all complaints from his customer.
- 5.3 Changing Location
- 5.3.1 All changes to the location of the Wholesale Line Rental will be considered as a termination of the Wholesale Line Rental and an Order of a new one.
- 5.4 Contract Terms and Termination:
- 5.4.1 The minimum Contract Term is one (1) Year.
- 5.4.2 After the completion of the Contract Term:
- 5.4.2.1 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. The Providing Party can terminate the contract as stated above if it has good reasons which it shall specify in the notification for terminating the service. However, the Providing Party shall not terminate the Contract without the prior approval of the TRA.



- 5.4.2.2 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.
- 5.4.3 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.
- 5.4.4 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.
- 5.4.5 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.
- 5.4.6 The termination will be in accordance with the procedures in Annex H.

## 6 Database

6.1 Omantel will install and keep updated a database consisting of all active and ordered Wholesale Line Rentals. The database will consist of at least the following parameters:

- (a) Customer Name
- (b) Customer contact number
- (c) Customer address
- (d) Services subscribed
- (e) order date
- (f) agreed and promised delivery date
- (g) actual delivery date
- (h) reported faults
- (i) maintenance actions taken
- (j) installation fee
- (k) monthly fee
- (l) discount schemes applicable to the line

6.2 The Requesting Party shall keep updated a database consisting of all active and ordered Wholesale Line Rentals. The database shall contain all necessary information that will allow both Parties to reconcile accounts for charging purposes.

## 7 Ordering and Delivery

- 7.1 Ordering and delivery is handled according to Annex H in addition to the following Clauses.
- 7.2 The Requesting Party shall request the Wholesale Line Rental Service to those Customers who are connected to Omantel Network physically.
- 7.3 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 and/or the end user 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 by the involvement of governmental entities.
- 7.4 The Requesting Party 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.
- 7.5 Omantel shall inform the Requesting Party once the link is activated. The Requesting Party shall test the link within three (3) Working Days and return back to Omantel during the same period for any issues otherwise Omantel has the right to charge the Requesting Party from the delivery date.
- 7.6 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable such as technical feasibility problems.

## 8 Tariff

- 8.1 The up to date tariff for the Services can be found in Annex M.
- 8.2 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.

## 9 Fault Management

- 9.1 Fault Management is handled according to Annex H in additional to the following Clauses.
- 9.2 The Requesting Party shall contact Omantel in case of any complaint received from its Customer.
- 9.3 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.

## 10 Forecasts

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