

Reference Access and Interconnection Offer

Sub Annex C-FI 03 Carrier Pre Selection (CPS)

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1 General

- 1.1 This Sub Annex sets out Carrier Pre Selection (CPS) Service on Omantel's Fixed Network.
- 1.2 Omantel through this Service enables the Requesting Party to offer Omantel's Fixed Service Customers the CPS through which Omantel's Customers will be able to select the Requesting Party to convey Calls to destinations.

2 Definitions

- 2.1 The definitions in Annex L shall apply to this Sub Annex in addition to the following definitions:
- 2.1.1 CPS Prefix – Carrier Pre Selection Prefix which is the Short Code Prefix allocated by the TRA to the Requesting Party for the purpose of CPS Service
- 2.1.2 CPS Calls – Carrier Pre Selection Calls.
- 2.1.3 Calls – International Calls.
- 2.1.4 Carrier Pre Selection – Service offered by Omantel to the enable its Customer to select the Requesting Party for conveying his Calls to the Destination Address by pre configuring the Requesting Party's CPS Prefix on Omantel's Network for that particular Customer.
- 2.1.5 Destination Address – Dialed number (B number)
- 2.1.6 Joint Working Manual – Operation manual that contains specific procedures related to the CPS Service and shall be developed jointly by both Parties once the request of CPS Service is received.
- 2.1.7 Omantel's Customer – Customer – Omantel's Fixed Telephone Customer.

3 The Service

- 3.1 The Requesting Party may set up the Service using various Ancillary Services offered by Omantel in Sub Annex C-FI 01 besides the Services described in this Sub Annex.
- 3.2 Omantel shall allow its Customer to originate a Call from Omantel's Fixed Network to the Destination Address though the Requesting Party's Network in accordance with the pre-determined Carrier Pre Selection Prefix (CPS Prefix) of the Requesting Party configured on Omantel's Network. The Call will be routed from Omantel's Fixed Network to the Requesting Party's Network at Omantel's POI.
- 3.3 For CPS Service, the Customer pre-subscribes to the Requesting Party for routing all his Calls to the Requesting Party where the Requesting Party shall deliver the Call to the Destination Address.
- 3.4 All CPS Calls originating from Omantel's Network with a specific CPS Prefix shall be handed over to the Requesting Party at the nearest existing POI specified in Sub Annex C-FI 01.
- 3.5 The Requesting Party requests the implementation of CPS Service on behalf of the Customer who is already subscribed to Omantel's Fixed Services along with a copy of the Customer application form duly completed and signed by the Customer. The Requesting Party shall also provide a "No objection" letter from the former Service provider (Third Party Operator or Omantel) in case the Customer is an active customer.
- 3.6 The CPS Prefix will always override all other pre-defined routing except for the Call by Call Carrier Selection (CCS) defined in Sub Annex C-FI 02.

4 Terms and conditions

4.1 Basic Condition:

4.1.1 A Party to this Agreement shall not be obliged to supply the CPS Service unless and until:

- (a) The other Party also agrees to provide such Service with the same terms and conditions specified in this Sub Annex;
- (b) Both Parties agree upon the related business, IT and routing processes, Prefix Coding Scheme and the charges for the same;
- (c) The Requesting Party applies for the establishment of at least two Points of Interconnection, Port Capacity, specific traffic routes and any other Services. The Requesting Party pays the appropriate charges as specified in Clause 7 for this Sub Annex.
- (d) The Requesting Party is also responsible to pay Omantel the cost of configuring the Customer number, originating the Call and other relevant charges as specified in Clause 7 for this Sub Annex.
- (e) The Parties have successfully completed any pre-commissioning testing requirements set out in the Joint Working Manual.
- (f) The Requesting Party is responsible for charging the Customer for all CPS Calls. The Customer continues to pay Omantel for all other Services provided by Omantel.

4.2 Routing and Handover

4.2.1 The CPS Calls shall be conveyed between the Parties and handed over:

- (a) At the nearest existing Point of Interconnection; and

- (b) In accordance with the terms of this Service Description, the Supply Terms and relevant specifications notified by Omantel to the Requesting Party from time to time.
- (c) Notwithstanding points “a” and “b” above, no Calls will be handed over at Omantel’s International switches.

4.3 Conveyance

4.3.1 The Requesting Party shall convey CPS Calls from the Point of Interconnection to the Called Party such that on receipt of the initial digits of the Called Party’s telephone number, the Requesting Party shall:

- (a) Immediately proceed to connect the Calling party to the Called Party.
- (b) Once the Called party answers, the Requesting Party’s system shall immediately return to the Omantel an “address” complete message followed by an answer signal.
- (c) The Requesting Party is responsible for all arrangements for the conveyance from the Point of Interconnection to the Called Party. For the avoidance of doubt, this Service description does not include any Services provided by the Requesting Party to the Customer.

4.4 Customer Billing:

- (a) The Requesting Party is responsible for charging the Customer for all his Calls and also for any bad debt of the Customer.
- (b) Billing of Services defined in this Sub Annex will be executed according to the procedures agreed upon between the Parties.
- (c) Inter-Operator billing procedures shall be executed according to Annex B.
- (d) The Call will be charged once the Call is answered by the Called party, by the Requesting Party system or any other system.

4.5 Out of Scope

4.5.1 The following is the list of Out of Scope Calls for the purposes of this Service description for the CPS Service. This list may be modified from time to time by Omantel:

- (a) All Calls other than the Calls specified in this Sub Annex.
- (b) All data Calls or access to internet regardless of access point.
- (c) All Calls with domestic termination regardless of network termination point.

4.5.2 CPS Service will be provided to the Customers who have access to Omantel's Fixed Telephone Network except the followings which may be modified from time to time by Omantel:

- (a) A network origination point associated with a payphone;
- (b) Customers connected to Omantel's network with a PABX which has specific technical requirements that might not be supported by Omantel Network for provisioning of this Service. Such cases shall be dealt on case-by-case basis against specific charges.
- (c) Omantel's Customer who's access Service is temporarily or permanently suspended.

4.5.3 For this Service, the application procedures shall be in accordance with the agreed Business and IT processes, Prefix Coding Scheme and the Routing processes between the licensed and the requesting operators.

4.6 Contract Terms and Termination:

4.6.1 The service set up connectivity:

4.6.1.1 The minimum Contract Term for service setup connectivity is three (3) Years.

- 4.6.1.2 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.
- 4.6.1.3 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.
- 4.6.2 End Customer connectivity:
- 4.6.2.1 The minimum Contract Term of the End Customer connectivity is one (1) Year.
- 4.6.2.2 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.
- 4.6.2.3 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.
- 4.6.3 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.
- 4.6.4 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.
- 4.6.5 The Requesting Party can terminate the contract upon the request from the Customer without the Termination Fee if the Customer requested the Service through any Third Party Operator.
- 4.6.6 The termination will be in accordance with the procedures in Annex H.

5 Database

5.1 Omantel will install and keep updated a database consisting of all active and ordered CPS Service. The database will consist of at least the following parameters:

- (a) customer Name
- (b) customer contact number
- (c) order date
- (d) agreed and promised delivery date
- (e) actual delivery date
- (f) installation fee
- (g) monthly fee if any
- (h) Voice Call charges if any.

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

6 Ordering and Delivery

- 6.1 Ordering and delivery is handled according to Annex H in addition to the following Clauses.
- 6.2 For Business and IT processes, Prefix Coding Scheme and the Routing processes shall be in accordance with the agreed and established processes between the Requesting Party and Omantel.
- 6.3 To enable the service, the Requesting Party shall:
- 6.3.1 Apply for establishing the Point of Interconnection and any other related services.
 - 6.3.2 Apply for specific port capacity and routes to carry the traffic to be handed over at the Point of Interconnect.
 - 6.3.3 Submit an order for opening the CPS Prefix approved by the TRA.
 - 6.3.4 Any other Service required to enable the CPS service
- 6.4 Omantel shall open the CPS Prefix in all its exchanges.
- 6.5 The Requesting Party shall request configuring the CPS for each Customer.
- 6.6 With respect to system preparation for the CPS Service, Omantel shall use its best endeavors to have a target delivery time of 34 Working Days and shall not exceed 75 Working Days subject to feasibility.
- 6.7 The Requesting Party shall request to configure the CPS Service to those Customers who are connected to Omantel Network.
- 6.8 With respect to activating the CPS of each Customer, Omantel shall use its best endeavors to have a target delivery time of 14 Working Days with maximum delivery time of 30 Working Days subject to feasibility.

- 6.9 The Requesting Party in respect of the CPS Service orders may only request the Service once every two (2) weeks on a week day agreed between both Parties. Both Parties shall agree on the number of connections that can be submitted at a time.
- 6.10 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.

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.

8 Fault Management

8.1 Fault Management shall be handled according to Annex H.

9 Forecasts

9.1 Forecast shall be handled according to Annex F.