Reference Access and Interconnection Offer

Sub Annex C-FA 16 Access to Omantel Data Center

عمانتل
Omantel

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1 General

1.1 This Sub Annex sets out the Access to Omantel Data Center.

1.2 The Service offered is without prejudice to the possibility of supplying certain different products, as per regulations in force, on the basis of bilateral reciprocal agreements.

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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 Data Center – is Omantel's carrier Co-location center in which Omantel hosts national and international Operators. The Data Center is connected to all Omantel submarine cables.

2.1.2 Contract Term – the contract period of the Service provisioning starting from the Service provisioning date.

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3 Access to Omantel Data Center

3.1 Omantel offers the Requesting Party the possibility to Access a designated Omantel Data Center.

3.2 Omantel Data Center is connected to Omantel operated Cable Landing Stations and Earth Station as such provides access to all Omantel offered international connectivity Services through submarine cables and satellites respectively.

3.3 Request for Co-location shall be initiated by the Requesting Party. The size and exact location will be mutually agreed between both parties after a joint site-survey and shall be charged in accordance to Clause 6 of this Sub Annex.

3.4 The Co-location space per equipment/rack is calculated as below:

Co-location Area = (Width + 0.6 m*2) * (Depth + 0.6 m*2)

The height of the rack should not exceed 2.2 m.

3.5 Power charges are not included in the co-location charges.

3.6 Omantel offers the following options to enable the Requesting Party to connect its closest POP with its equipment co-located at Omantel Data Center with additional charges specified in Clause 6 of this Sub Annex:

(a) Omantel will provide the connectivity between the Requesting Party's closest POP and the Requesting Party equipment collocated at Omantel Data Center; or

(b) The Requesting Party will extend his own cable up to the closest point, designated by Omantel, to Omantel Data Center from where Omantel will extend the connectivity into the Omantel Data Center to the Requesting Party's equipment.

3.7 The Requesting Party shall, at its own cost, provide all equipment, installation materials and manpower needed for the installation of their Co-location equipment. Where certain site preparation is to be carried out by Omantel, the Requesting Party shall pay all the

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reasonable costs incurred by Omantel in provisioning Co-location space at the Data Center location.

3.8 Omantel shall not be responsible for any damage to the Requesting Party's Co-location equipment caused by fire, water leakage, air-conditioning, mechanical ventilation failure, power fluctuations/interruptions or anything beyond Omantel's control.

3.9 Omantel shall follow the same quality standards in regards to the Requesting Party's Equipment as it follows for its own Equipment.

3.10 Omantel shall inform the Requesting Party about the technical feasibility and availability accordingly, in case it is not possible to offer Co-location at the Data Center and/ or provide any Service, Omantel will propose an alternative location wherever is possible.

3.11 The Requesting Party shall assure that the request for Co-location will include at least the following minimum information:

(a) The Co-location site at which the Co-location space is sought

(b) The type of Co-location equipment proposed to be installed at that Data Center location, detailing but not limited to:

a) Required floor space
b) Power requirements
c) Floor loading of the Co-location equipment
d) Type of optical fiber to be used
e) Diameter of the optical fiber
f) Requesting Party contact details
g) A detailed equipment list to be installed

3.12 Omantel will provide the required lighting, air condition, and fire and burglary alarm where available and possible.

3.13 Omantel will provide fire extinguishing equipment according to Omantel safety specification and details.

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3.14 The Requesting Party will be solely responsible for removing all equipment, cabling and other related constructions within one (1) months after the contract expiration date. In case the Requesting Party fails to comply with the above, Omantel will remove and dispose the equipment, cabling and other related constructions and will charge the Requesting Party accordingly.

3.15 Each Party shall take all necessary measures to ensure the safety of the other Party's equipment at its premises. Notwithstanding the foregoing, it is the responsibility of Requesting Party to provide adequate insurance cover for its respective equipment.

3.16 Omantel will assess the Requesting Party requirements against the available Co-location space, taking into consideration the following:

3.16.1 Omantel's reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for the provision to itself and its Customers;

3.16.2 Omantel's reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for operation and maintenance purposes;

3.16.3 Omantel and other third party requirements (including operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;

3.16.4 security and confidentiality requirements imposed on Omantel by Governmental Agencies;

3.16.5 whether Omantel proposes to decommission the Co-location Site, within three (3) years from the date of request.

3.17 Access/visit to Omantel Data Center for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents seven (7) Working Days prior to visit in order for Omantel and its departments dealing with security to clear or not to clear the individual to be allowed or not to be allowed to visit the Data Center.

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3.17.1 In case of an Omani engineer, copy of valid National ID card along with letter from the Requesting Party CEO requesting to allow the individual/s to access Omantel's Data Center along with the purpose of visit and taking full responsibility of individual act in the Data Center.

3.17.2 In case of an expatriate engineer, copy of valid resident card along with letter from the Requesting Party CEO requesting to allow the individual/s to access Omantel's Data Center along with the purpose of visit and taking full responsibility of individual act in the Data Center.

3.17.3 Only individuals who are cleared by Omantel's security department shall visit the Data Center along with original ID Card on the specified date and time as allowed by Omantel.

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4 Terms and Conditions

4.1 Service Provisioning:

4.1.1 The Access to Omantel Data Center shall be subject to feasibility and availability.

4.1.2 Omantel shall remain the owner of the Data Center and the Services offered to the Requesting Party. 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 Services offered at Omantel Data Center and shall ensure that the Services offered to the Requesting Party at the same level of quality as if Omantel offer the Service to itself.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Services.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request.

4.3 Limitation of Liability:

4.3.3 The Limitation of Liability is subject to Clause 23 of the Main Body Agreement.

4.3.4 The Liability set upon the Requesting Party shall be limited to five million Omani Rial (OMR,5,000,000) for any one event or series of connected events and ten millions Omani Rial (OMR,10,000,000) for all events (connected or unconnected) in any period of 12 calendar months.

4.4 Contract Terms and Termination:

4.4.1 The minimum Contract Term of the Service is three (3) year.

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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 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.

4.4.4 Omantel may immediately terminate the lease of Co-location Space at a Co-location Site if the other Party is in breach of any clause of this Schedule and such breach remains un remedied for a period of ten (10) Working Days after receiving written notice from the Terminating Party to do so.

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

4.5 Additional Co-location Space and Co-location Equipment

4.5.1 If the Requesting Party wishes to replace, modify or rearrange existing Co-location Equipment in the Co-location Space or to install additional Co-location Equipment in the Co-location Space, the Requesting Party must submit a request in respect of additional Space and or the replacement, modification, rearrangement, or additional Co-location Equipment to be installed.

4.5.2 Requests for additional Co-location Space at Co-location Sites shall be treated as a separate Co-location Request and the process of ordering and provisioning in Clause 5 of this Annex shall apply.

4.6 Sub Leasing

4.6.1 The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment at the Co-location Site.

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4.6.2 Subleasing or installing the equipment of any other third party will be consider as breach to this Agreement.

4.7 Interference;

4.7.1 Each Party shall ensure that its Co-location Equipment does not cause any interference to the other Party's equipment, plant, facilities, Networks and the equipment of other occupying Operators at the Co-location Site and does not poses an immediate risk of personal injury. In the event of any interference, the Parties shall take in good faith reasonable measures to resolve the problem promptly. Where the Requesting Party equipment is causing interference and the interference cannot be resolved, the Requesting Party shall remove the source of interference immediately.

4.7.2 If Omantel determines that the interference poses an immediate risk identified in Clause 4.7.1; it may, withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party's cost, take measures to prevent the interference.

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5 Ordering and Delivery

5.1 Ordering and delivery is handled according to Annex H in addition to the following Clauses.

5.2 Omantel shall use its best endeavors to have a Target Acceptance Date for Co-location request within 25 Working Days and shall not exceed 70 Working Days subject to feasibility.

5.3 Omantel technician jointly with the Requesting Party technician shall conduct a site survey if necessary on the date and time agreed between the Parties.

5.4 Omantel may reject a request for Co-location at the Data Center location if the pre-conditions for providing Co-location space have not been provided at the date of request.

5.5 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.

5.6 Optical Fiber

5.6.1 Unless otherwise agreed by the Parties, the Requesting Party must not install more than two physical optical fiber cables in the Co-location Space and up to the lead-in manhole outside Co-location space.

5.6.2 Unless otherwise agreed by the Parties, the Operator shall only be permitted to terminate two (2) fiber strands per fiber cable at the Co-location Space.

5.7 Cable Pulling

5.7.1 Omantel shall use its best endeavors to undertake cable pulling between the designated Lead-in Manhole and the Co-location Space between fifteen to thirty (15-30) Working Days subject to feasibility.

5.7.2 Unless otherwise agreed by the Parties, Omantel shall pull not more than two fiber cable(s) from the designated manhole to the Co-location Space. The Requesting Party shall pay Omantel the charges as described in Annex M for undertaking this activity. The

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Requesting Party shall not undertake any cable pulling between the designated manhole and the Co-location Space.

5.7.3 Omantel shall install and terminate Tie Cables from the Requesting Party termination frame to Omantel Distribution Frame (MDF/DDF/Patch Panel). The Requesting Party shall pay Omantel the charges for extension of these Tie cables.

5.7.4 The Requesting Party shall terminate the end of a Tie Cable at its termination frame or Co-location Equipment in the Co-location Space.

5.7.5 Omantel shall, if the Requesting Party request, designate and provide the communication earth and Power Distribution Point for the Requesting Party Co-location Equipment. The Requesting Party shall pay Omantel the charges for the provision of the communication earth, power installation and termination and power consumption as described in Annex M.

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6 Tariff

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

6.2 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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7 Fault Management

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8 Forecasts

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