

Reference Access and Interconnection Offer

Sub Annex C-MA 02 Mobile Access Service

The logo for Omantel, featuring a blue square on the left and the text 'عمانتل' in blue and orange above 'Omantel' in blue and orange.

عمانتل
Omantel

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1 General

- 1.1 This Sub Annex sets out the Providing Party's offer for Mobile Access Service for MVNO.
- 1.2 Providing Party through this access service enable Requesting Party to operate as a Reseller of Basic Public Mobile Telecommunications Services pursuant to the relevant Class II License issued by the TRA, or such other applicable license that may be issued from time to time.

2 Definitions

- 2.1 The definitions in Annex L shall apply to this Sub-Annex in addition to the following definitions:
- 2.2 "Alternative Supplier": A Third Party Operator or a service provider contracting with a Third Party Operator, or other re-seller of mobile public telecommunications services in the Territory;
- 2.3 "Ancillary Service"; Basic services offered by the host Operator which are essential for the Mobile Access Seeker to offer in the market to address its specific market segment when setting the marketing and sales strategy. These services are the basic Service such as National Voice, International Voice, National SMS, International SMS and Mobile BB.
- 2.4 "Commercial Launch Date": the date in the Services Implementation Plan when both Parties agree, after extensive testing, that the Mobile Reseller can effectively be launched on Providing Party network;
- 2.5 "Corporate Client": a corporate entity who owns more than three (3) SIM Cards which are active and used to receive the Requesting Party Customer Services for conduct of a licensed business in the Territory;
- 2.6 Left blank.
- 2.7 "Requesting Party Competitor": a person who competes with Requesting Party in the Territory in the sale of mobile public telecommunications services to the Target Customers;
- 2.8 "Requesting Party Pre-Pay Services": access to the Providing Party Network and the provision by Requesting Party of airtime on the Providing Party Network by means of End-User Equipment by way of top up, programmed so as to contain pre-paid allowances for use of airtime on the Providing Party Network, which allowances are reduced in accordance with use of airtime on the Providing Party Network;

- 2.9 "Number": a telephone number allocated to Providing Party in accordance with the National Numbering Plan of the Territory and used by a Requesting Party Customer for the purpose of making or receiving Calls over the Providing Party Network using the Providing Party Services and/or any telephone number, including any short code, otherwise used by Requesting Party in connection with the provision of the Requesting Party Customer Services;
- 2.10 "Providing Party Helpdesk": the helpdesk provided by Providing Party to provide support as defined in Clause 16 (Products & Services);
- 2.11 "Run-Off Period": as defined in Clause 14.3;
- 2.12 "Services Implementation Plan"; the operational and technical plan, including timelines, for the provisioning and implementation of the systems and processes contemplated by this Agreement which shall be agreed by the Parties as soon as reasonably practicable after the Commencement Date.
- 2.13 "SIM Cards": a subscriber identity module which allows access to the Providing Party Network and use of the Requesting Party Customer Services when installed and used in End-User Equipment;
- 2.14 "Target Customers": all potential customers not defined as Corporate Clients;
- 2.15 "Term": the period from the Commencement Date to the date on which this Agreement shall cease to be of any force and effect in accordance with its terms;
- 2.16 "Value Added Service": these services are not essential in their nature and not as important as the ancillary service.

3 Provision of Services

- 3.1 Providing Party shall provide the Services to Requesting Party in the Territory on and subject to the terms and conditions set out in this Annex and the Agreement.
- 3.2 The Parties shall use best endeavor to ensure interoperability between the Requesting Party Infrastructure and the Providing Party Network. Requesting Party shall at its cost install and maintain the interfaces, capacity and other connection facilities required for providing Requesting Party Pre-Pay Services.
- 3.3 Providing Party, subject to technical feasibility, shall make available to Requesting Party, from the Commencement Date, a feature in the SIM Card which permits Requesting Party to display the name "Requesting Party", or any other name approved by Providing Party when the Requesting Party Customers are connected to the Providing Party Network. The displayed name may be amended by the Requesting Party on at least ten (10) day's written notice to Providing Party. The name to be displayed can only be rejected by the Providing Party on technical or legal grounds and, in the event that a name is rejected, the Providing Party must set out to the Requesting Party the reasons for its rejection.
- 3.4 The Parties agree to implement and comply with technical and operational procedures to enable the Parties to comply with any current or future regulatory obligations established by the TRA on and from the Commencement Date or as soon as practicable after, as set out in Clause 16 (Products & Services).
- 3.5 Each Party shall support the other Party in fulfilling its legal obligations in relation to lawful interception by implementing suitable processes and either party will be and is entitled to retain financial compensation received from the relevant law enforcement authorities for undertaking such lawful interception activities. Where the compensation received covers any costs for which the other Party was charged for, a refund of the relevant amount shall be issued to the party already billed.
- 3.6 Providing Party shall add any new Ancillary and/or Value added Service within six (6) months after receiving a written request from Requesting Party to do so subject to feasibility. Without prejudice to the above, Omantel shall ensure that it shall not offer or provide a new

or modified retail service that a Requesting Party or Wholesale Customer is, both in terms of actual service availability and price margin, unable to replicate without having reasonable access to a new or modified A&I Service, unless Omantel offering or providing the new or modified retail service has: (i) made the corresponding new or modified A&I Service commercially available; and (ii) furnished to Requesting Parties and Wholesale Customers the same technical and commercial information that it has furnished to its own Retail Business Operation in accordance with the same timescales, unless otherwise specified by the Authority, in advance of the launch of the new or modified A&I Service in order to allow such parties sufficient time to adapt. Before offering newly launched future technology to the Requesting Party, Omantel will approach the TRA to discuss the modalities of introducing future technologies to be part of the RAIO offered services. Omantel will offer the services once the TRA decides on the inclusion of such service as part of the RAIO services.

- 3.7 The Requesting Party shall bear all the costs for providing and maintaining the new Services requested by the Requesting Party.
- 3.8 Requesting Party shall notify Providing Party of any new products, services and/or promotions they intend to launch with in twenty (20) calendar days before their commercial launch if it can reasonably be expected that this may have an impact on the Providing Party's network. Providing Party shall check if these can be supported on the Providing Party network as soon as reasonably possible and within fifteen (15) calendar days of receiving a written notification from Requesting Party. The Providing Party has the right to ask the Requesting Party to amend or not launch the new products, services and/or promotions as described, if they are likely to have any material adverse effects on Providing Party's network or are not technically feasible. For the avoidance of doubt, the Requesting Party is not obliged to supply any information other than what is reasonably required to enable the Providing Party to assess whether it will have any material adverse effects on Providing Party's network or is not technically feasible.
- 3.9 For the avoidance doubt, the Parties acknowledge and agree that Clause 3.8 is intended to provide to Providing Party the ability to assess the anticipated or likely impacts of any new products, services or promotions upon Providing Party's network and does not give

Providing Party any right to block promotions or new services, unless such new services or promotions have a negative impact on the Providing Party network.

3.10 Providing Party shall not:

3.10.1 contact any Requesting Party Customer by any means other than with Requesting Party's prior written consent, unless such contact is pursuant to a direct request from a Requesting Party Customer to receive such contact except information and SMS which are sent to Requesting Party subscribers on the request of a third party which provides the mobile numbers to the Providing Party to which to send the third party's information and SMS.

3.10.2 encourage or facilitate any third party to contact any Requesting Party Customer without Requesting Party's express prior written consent, unless such contact is pursuant to a direct request from a Requesting Party Customer to receive such contact;

3.10.3 solicit from or provide to a third party any information about any Requesting Party Customer subject to Clause 8.3.2;

3.11 Providing Party shall provide Requesting Party with billing data for Requesting Party Customers.

3.12 The Parties will provision and implement the systems, processes and Requesting Party Customer Services contemplated by this Agreement in accordance with the Services Implementation Plan.

4 Requesting Party Responsibilities

- 4.1 The Requesting Party shall market, sell its services under its own name, use its own logotype and provide support and customer care for its Customers.
- 4.2 The Requesting Party may market and sell the Requesting Party Customer Services by using third parties acting as agents, distributors or dealers provided Requesting Party remains always responsible and obliged to fulfil the legal requirements under this Agreement as well to fulfil all other legal obligations.
- 4.3 Requesting Party shall not:
- 4.3.1 market, sell or employ SIM boxes / GSM gateways and any other devices that might negatively impact the Providing Party Network, degrade the quality of Providing Party Services or change fixed to mobile traffic into mobile to mobile traffic. For example, Requesting Party assign a mobile MSISDN from its range and then divert the calls to equipment which can enable outbound calling using the fixed line services or vice versa.;
- 4.3.2 market its own products and services in any way which is anti-competitive, or discriminatory or contrary to the laws and regulations of the Sultanate of Oman.
- 4.3.3 use Omantel's, its affiliates' or its subsidiaries' names or logos unless prior consent and approval by Omantel.
- 4.4 Requesting Party shall submit within ten (10) days of signing of this Agreement, a Performance Bond as per Annex N, in the form of an unconditional and irrevocable bank guarantee, issued by a bank registered in the Sultanate of Oman and acceptable to Providing Party.

5 Customer Ownership

- 5.1 Requesting Party shall own the relationship with all Requesting Party Customers. Providing Party may only acquire Requesting Party's relationship with Requesting Party Customers on the terms set out in Clauses 11 and 14.8.

6 Forecast

6.1 Requesting Party shall comply with the forecasting obligations set out in Annex F

7 Service Levels

- 7.1 Providing Party shall provide the Services in accordance with the Service Levels set out in Annex H.
- 7.2 Without prejudice to Clause 7.1, Providing Party shall, when providing the Services, ensure that Requesting Party Customers are treated no less favorably and receive a standard of service quality, in terms of functionality and performance, substantially equivalent to the standard of service quality provided by Providing Party to its own customers purchasing comparable services to the Providing Party Services, taking into account all relevant circumstances including the configuration of the Providing Party Network and any technical or operational limitations of the Requesting Party Infrastructure or Handsets used by Requesting Party Customers.
- 7.3 Without prejudice to Clause 7.1, Providing Party shall be entitled at any time to improve, modify, suspend, change, test, maintain or repair the Providing Party Network (or any part of the Providing Party Network) or the Services provided that any such alterations do not have a material and adverse effect on the overall quality of the Providing Party Services, nor the services of the Requesting Party and will have no costs will be incurred by the Requesting Party as a result of these. Subject to giving notice in accordance with Annex H, Providing Party may suspend or interrupt the operation of any part of the Providing Party Network or its provision of the Services for such purposes without incurring any liability or obligation to Requesting Party or Requesting Party Customers provided that such suspension or interruption of the operation of any part of the Providing Party's Network or its provision of the Services for such purposes is done in a non-discriminatory manner vis-a-vis its own customers and services.

8 Data Protection and Privacy

- 8.1 All End-User Data shall be and remain the property of Requesting Party and shall be held by the Parties in the strictest confidence. Requesting Party hereby undertakes to have all necessary rights and licenses, and obtain all permission necessary for holding and processing End-User Data.
- 8.2 Subject to Clauses 8.3 and 8.4, Providing Party shall not, without the prior written consent of Requesting Party, use or disclose any of the End-User Data and shall not permit any of Providing Party's employees, agents or officers to use or disclose any End-User Data.
- 8.3 Requesting Party grants to Providing Party an irrevocable, non-exclusive, royalty-free, non-transferable license to use, disclose and otherwise process the End-User Data only as is necessary:
- 8.3.1 for the purpose of fulfilling its obligations under this Agreement;
- 8.3.2 for the purpose of fulfilling its obligations at law, under any court order, Regulatory Condition, applicable regulations, rules, codes of practice, directions or guidance issued by any competent authority; and
- 8.3.3 for any other purpose if agreed in writing in advance with Requesting Party.
- 8.4 Providing Party may appoint a sub-contractor to perform any of Providing Party's obligations under this Agreement in connection with the End-User Data subject to such sub-contractor entering into an appropriate agreement with Providing Party imposing substantially similar obligations upon the sub-contractor as are set out in this Clause 8.
- 8.5 Providing Party shall take all necessary steps to ensure that End-User Data which comes into its possession or control in the course of fulfilling its obligations under this Agreement is protected and in particular Providing Party shall neither:
- 8.5.1 alter, delete, add to or otherwise interfere with End-User Data or related information (except as permitted under Clause 8.3 or where otherwise required under the terms of this Agreement); nor

- 8.5.2 transmit End-User Data to any other country outside the Territory without Requesting Party's express consent (such consent not to be unreasonably withheld).
- 8.6 Providing Party shall provide such assistance as Requesting Party may reasonably require in order for Requesting Party to deal with any request for access to End-User Data received by Requesting Party from any entity with a right to require Requesting Party to give it access to such End-User Data. Requesting Party shall reimburse on demand any reasonable costs incurred by Providing Party in providing such assistance.

9 Prices, Charges, Billing and Accounting

- 9.1 Requesting Party shall pay to Providing Party the Charges for the Services as per Annex M and calculated in accordance with Annex B.
- 9.2 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 mutually agreed timelines and charges.
- 9.3 Providing Party shall issue invoices (as defined in Annex B) in arrears each calendar month from the Commencement Date. Providing Party shall issue invoices to Requesting Party in respect of the Charges broken down for each of the following items (if applicable):
- 9.3.1 Call Charges (together with any associated network services, managed services, interconnect charges, premium SMS and voice costs, roaming costs and SIM fees); and
- 9.3.2 charges for any services identified in Clause 16 (Products & Services) which are not Call Charges;
- 9.3.3 charges being levied by the TRA to Providing Party in regard to but not limited to the following examples acquiring numbers, active numbers, reserved numbers and any other cost related to the Requesting Party; and
- 9.3.4 charges for any additional or bespoke services, which are not included in Clause 16 (Products & Services) and which Requesting Party has agreed in writing that Providing Party shall apply to the provision of those additional or bespoke services.
- 9.4 Requesting Party shall be liable for Charges in respect of all traffic processed using the Requesting Party Customer Services, including any traffic resulting from Fraud caused by Requesting Party or any Requesting Party Customers. Where applicable, in the event of any stolen or lost batches of SIM Cards, vouchers or recharge codes, Requesting Party shall either:

- 9.4.1 contact the Providing Party Helpdesk which shall take action to cancel such SIM Cards, vouchers or recharge codes as soon as reasonably practicable and shall notify Requesting Party of their cancellation; or
- 9.4.2 use the interface provided by Providing Party to cancel the vouchers or recharge codes itself.
- 9.4.3 For the avoidance of doubt, where applicable, nothing in this Clause 9.4 shall be deemed to make Providing Party liable for any damage or loss of Requesting Party caused by any stolen or lost batch of SIM Cards, vouchers or recharge codes unless damage or loss is incurred after Requesting Party has provided appropriate notification, or such loss is as a result of negligence or fraud by Providing Party or its employees or agents.
- 9.5 Requesting Party shall not be liable for Charges in respect of traffic processed using the Requesting Party Customer Services resulting from Fraud if Providing Party has failed to comply with any of its obligations set out in this Agreement and the Fraud results from such failure.

10 Customer Support

- 10.1 Requesting Party shall establish and maintain during the Term, at its cost and expense, technical and billing support arrangements for Requesting Party Customers and shall specify standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator or service provider engaged in providing mobile public telecommunications services to retail customers.

11 Sale of Requesting Party Customer Base

- 11.1 If Requesting Party intends to sell its contracts, and/or majority control of the Requesting Party, with Requesting Party Customers it shall notify Providing Party of the fact and Providing Party shall inform Requesting Party within five (5) Working Days of that notification whether they are interested in them or not. If the Providing Party is interested it shall have the right to make an offer to purchase the contracts within fifteen (15) Working Days (or such extended periods as may be agreed) from the date Providing Party conveys their interest to buy those contracts. The conduct of any further negotiations, if both Parties agree to pursue them, shall be a matter to be agreed between the Parties. For the avoidance of doubt, and subject to the provisions herewith agreed by the Parties, the Requesting Party, in the event that no agreement is reached with Omantel, shall be entitled to sell its contracts, and/or majority control of the Requesting Party to any third party it may enter into an agreement with.
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- 11.5 Left blank.
- 11.6 If a third party purchases the contracts with Requesting Party Customers, Requesting Party shall provide to Providing Party details of all active Numbers and IMSI Numbers related to the sold contracts with Requesting Party Customers.
- 11.7 If Providing Party purchases the contracts with Requesting Party Customers the Parties shall agree the processes for migrating the Requesting Party Customers to Providing Party.
- 11.8 If a third party purchases the contracts with Requesting Party Customers this Agreement shall, unless otherwise agreed, terminate immediately on completion of such sale and the provisions of Clause 14 (Effects of Termination) shall apply.

- 11.9 Sale of Requesting Party Data Base shall not derogate in any way from the requirements of the Telecommunications Law. Requesting Party shall obtain the approval of the TRA for the sale of its customer base and shall inform the Providing Party immediately after signing an agreement with a third party.

12 Confidentiality

12.1 Without prejudice to Annex J (Non-Disclosure Agreement).

12.2 Neither Party shall, without the other Party's prior written consent:

12.2.1 use the name of the other Party as a reference in any advertising or promotional materials;
or

12.2.2 communicate publicly (including in the form of any reference on Handsets, coverage maps, Requesting Party Customer Contracts or publicity of any kind) that its network coverage is provided by Providing Party or that it provides network coverage to Requesting Party, as applicable.

12.3 Providing Party acknowledges that (a) it also operates at the retail level in the market in the Territory and may compete with Requesting Party and (b) that its wholesale business unit will have access to Requesting Party's information for the purposes of network element management and maintenance. Providing Party, therefore, agrees and undertakes that information so obtained is confidential and that it shall not use these data for any other purpose or share this information with its retail business unit, or use the information to gain any unfair competitive advantage and will use the information for the sole purposes of network element management and maintenance (except as may otherwise be agreed in writing between the Parties). Network element management and maintenance shall mean the proper operational management and maintenance of all systems and platforms where MSISDN's are stored or processed, such as (but not limited to) the authentication centre, switches and any voicemail system.

13 Intellectual Property Rights

- 13.1 Without prejudice to the set out provisions in Clause 20 (Intellectual Property Rights) of the Main Agreement.
- 13.2 Requesting Party acknowledges and agrees that all Intellectual Property Rights forming part of or otherwise associated with the provision by Providing Party of the Providing Party Services (including those in any software, security codes, IMSI Numbers, and MSISDN Numbers), together with any modifications or enhancements are and shall remain the sole and exclusive property of Providing Party and its suppliers and/or licensees, if any, whether separate from or combined with any other services or products. For the avoidance of doubt, the Parties acknowledge that neither Party has any ownership of MSISDN's. MSISDN's at all times remain the property of the Government of Oman and are allocated and managed by the TRA in accordance with the Telecommunications Law.
- 13.3 Providing Party grants to Requesting Party a royalty-free, non-transferable, non-licensable, non-exclusive license to use any Intellectual Property Rights of Providing Party which Providing Party is free to license to other persons and which form part of or are otherwise associated with its proper use of the Providing Party Services, for the sole purpose of providing the Requesting Party Customer Services to the Requesting Party Customers within the Territory. Such license shall be effective on and from the Commencement Date.

14 Effects of Termination

Without prejudice to the set out provisions in Clause 17 (Breach, Suspension and Termination) of the Main Agreement;

- 14.1 From the date of any notice of termination to the date of termination, the Parties shall continue in good faith to comply with the terms of this Agreement.
- 14.2 Subject to Clause 14.3 and Clause 14.5, upon termination of this Agreement:
- 14.2.1 all sums properly due from one party to the other shall become immediately payable;
- 14.2.2 all rights of Requesting Party to purchase the Providing Party Services under this Agreement shall end immediately and Requesting Party shall cease immediately to make available the Requesting Party Customer Services or to promote, sell, distribute or make available SIM Cards, recharge codes or e-vouchers for the Requesting Party Customer Services;
- 14.2.3 other than as set out in this Clause 14.2 all items under Requesting Party's control which belong to Providing Party will, at Providing Party's request, be returned to Providing Party or destroyed;
- 14.2.4 other than as set out in this Clause 14.2 all items under Providing Party's control which belong to Requesting Party will, at Requesting Party's request, be returned to Requesting Party or destroyed; and
- 14.2.5 all Numbers and IMSI Numbers allocated to Requesting Party and not allocated to Requesting Party Customers shall revert to Providing Party;
- 14.2.6 all Numbers, and IMSI Numbers provided by Providing Party to Requesting Party and allocated to Requesting Party Customers shall remain with Requesting Party;
- 14.2.7 each party shall immediately discontinue the use of any Intellectual Property Rights of the other party;

- 14.2.8 each party shall, on the request of the other party, immediately return or destroy all material, documentation, advertising material and other documents that include the use of the name of the other party and associated names and any variants and no longer make any use of them save for such material as it requires to keep for compliance with its own accounting, legal or regulatory obligations or in pursuance or defense or any legal or regulatory claim; and; and
- 14.2.9 each party shall allow the other party access to its premises to enable the other party to uninstall or dismantle any of its property located there.
- 14.3 In the event of termination of this Agreement not being subject to earlier termination under the terms of this Agreement and provided that Requesting Party is not in default of any of its payment obligations under this Agreement, at Requesting Party's request Providing Party shall co-operate with Requesting Party or a third party identified by Requesting Party to ensure an orderly transfer of the Providing Party Services to Requesting Party or the third party identified by Requesting Party ("Termination Services"). Providing Party shall provide such Termination Services for a period of up to a maximum of twelve (12) months commencing on the date of termination of the Agreement ("Run-Off Period"). The purpose of such Termination Services shall be to:
- 14.3.1 enable Requesting Party to replace the Providing Party Services with resale services provided by another Third Party Operator and to support the provision of Requesting Party Customer Services to Requesting Party Customers in the interim; or
- 14.3.2 enable a third party to which Requesting Party transfers the Requesting Party Customers to support the provision of services to those Customers,
- 14.4 Where Requesting Party requests Providing Party to provide Termination Services under Clause 14.3, the Parties shall, no later than two (2) months prior to the commencement of the Run-Off Period, meet to agree in good faith a timetable for the provision of the Termination Services, which timetable shall:
- 14.4.1 be completed no later than six (6) weeks thereafter;

- 14.4.2 provide that the Termination Services shall be completed by the end of the Run-Off Period;
and
- 14.4.3 be prepared in accordance with the provisions set out in Clause 16 (Products & Services).
- 14.5 During the Run-Off Period Providing Party shall act in good faith and shall assist Requesting Party or the third party with such transfer:
- 14.5.1 subject to the provisions of this Clause 14.5 and the provisions of Clause 16 (Products & Services) Providing Party shall continue to provide the Providing Party Services under the terms of this Agreement and for the Charges;
- 14.5.2 all provisions of this Agreement shall continue in force and shall be construed accordingly.
- 14.6 Providing Party shall provide the Termination Services in consideration of additional payment by Requesting Party which shall be agreed between the Parties in accordance with the provisions set out in Clause 16 (Products & Services) ("Termination Services Charge").
- 14.7 During any applicable Run-Off Period, Requesting Party acting reasonably and in good faith shall afford to Providing Party the first opportunity and a reasonable length of time in which to negotiate with Requesting Party terms and conditions for a new agreement to extend or supersede this Agreement. For the avoidance of doubt, the Requesting Party will not be in breach of this Agreement if it decides to terminate any such negotiations with the Providing Party at any point.
- 14.8 If Providing Party terminates this Agreement for any reason, Requesting Party and Providing Party shall initiate discussions in connection with the TRA to find and implement a mutually acceptable solution in regard to the rights and obligations contained in any or all agreements entered into between Requesting Party and Requesting Party Customers ("Requesting Party Customer Agreements").
- 14.9 All provisions of this Agreement which by their nature must survive termination in order to have effect shall survive termination of this Agreement, including Clauses 12.

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16 Products & Services

- 16.1 Providing Party shall provide to Requesting Party all of the Providing Party Services marked “Available” set out in the tables contained in this Clause 16 (Products & Services) that Requesting Party notifies Providing Party it requires Providing Party to provide. Providing Party shall provide the Providing Party Services in accordance with generally accepted GSM standards including, with regard to interoperability of GSM networks, the relevant ETSI and GSM Specifications and the GSM Association Permanent Reference Documents (and where such standards do not apply in accordance with good industry practice).
- 16.2 Without prejudice to Clause 16.1, Providing Party shall provide the Providing Party Services to Requesting Party at a standard which is no less than the standard at which it provides services of the same type as the Providing Party Services to its own customers.
- 16.3 All capitalised words in this Clause 16 (Products & Services) shall have the meaning given to them in Annex L and Clause 2 of this Agreement.
- 16.4 The following Tele Services marked shall be provided to the Requesting Party from the Commencement Date. Supplementary and Additional Service can be offered subject to additional charges if additional cost is identified by Omantel at the time of the offering and implementation.
- 16.5 The Services provisioning shall be subject to the configuration of the Requesting Party’s Network and its ability to use the Services. For the avoidance of doubt, no additional charges to provide these services shall apply where Omantel’s network and the Requesting Party’s Network are connectable without any special requirements.

Tele Services

Voice Calls with the Sultanate
 Voice Calls to International
 Emergency calls
 Short Message Service (SMS) from/to the Sultanate
 Short Message Service (SMS) between the Sultanate and International

Supplementary Services

Video calls
 Call hold
 Call forwarding
 Calling line identification presentation (CLIP)
 Calling line identification restriction (CLIR)
 Call forwarding unconditional (CFU);
 Call forwarding on mobile customer busy (CFB)
 Call forwarding on no reply (CFNRy);
 Call forwarding on mobile customer not reachable (CFNRc);
 Call waiting (CW);
 Call hold (HOLD) multi party (MPTY) (up to three subscribers);
 Barring of all outgoing calls (BAOC);
 Barring of all outgoing international calls (BOIC);
 Barring of all incoming calls (BAIC);
 Barring of all outgoing international calls except to HPLMN (BOIC-exHC)
 Barring of all incoming calls when roaming outside HPLMN (BAIC-Roam)
 Number Portability

Additional Services

CAMEL Phase 1 (Based on the other operator capability)
 CAMEL Phase 2 (Based on the other operator capability)
 CAMEL Phase 3 (Based on the other operator capability)
 Multi Media Messaging Services (MMS)
 Data services (WAP and ISP Service)
 Service access point (Internet access)

16.6 Frequency Bands for the Services:

16.6.1 Omantel shall offer the Services on the following frequency bands.

Frequency Band

Single Band GSM 900
Dual Band UMTS (900/2100)

- 16.6.2 Omantel shall allow the services on all Frequency Bands allocated and used by Omantel subject to feasibility.
- 16.7 Requesting Party shall enter into the agreement developed and agreed by all mobile licensees in Oman in relation to number portability. The Providing Party shall make available interfaces to allow customers of Providing Party or any Alternative Supplier to use a number portability service such that they can become Requesting Party Customers without having to change the mobile phone number allocated to them.
- 16.8 Providing Party shall provide Requesting Party with IMSI series and MSISDN series numbers (in unbroken number ranges) to allow Requesting Party to provide the Requesting Party Customer Services.
- 16.9 Providing Party shall provide Requesting Party with short codes for Requesting Party to use for giving Requesting Party Customers access to services including customer services, directory inquiries, and prepay recharges in a similar way to the way Providing Party provides such services to Providing Party's customers. Providing Party shall also provide Requesting Party with short codes for Requesting Party to use for providing premium SMS services to Requesting Party Customers by means of mobile-terminated (MT) and mobile-originated (MO) billing.
- 16.10 Providing Party shall provide Requesting Party Customers with the facility to use the Requesting Party Customer Services while travelling abroad, i.e. international roaming. Currently Voice, SMS and Data (only GCC) are offered by Omantel. For any international roaming services which are not offered, the Requesting Party may request a quotation from the Providing Party to make that service available. The Providing Party shall carry out the necessary feasibility studies and, no later than a month from the date of the request, it shall provide the Requesting Party with a quotation for providing the service required, including an implementation period for supplying the service from the date that it shall be ordered.

16.11 Requesting Party Customers will have access to the same international roaming services as Providing Party prepay customers, if:

16.11.3 Requesting Party requests that Providing Party activates such international roaming services; and

16.11.4 It is technically feasible for Providing Party to provide such services.

17 Technical and Security Requirements on SS7

- 17.1 Providing Party and Requesting Party systems (in other words, technical equipment plus associated software) should have had documented significant operational time using SS7 in national or international telecommunications networks. Each party must document and apply quality assurance systems when upgrading/installing new equipment and/or software. Each party must use and confirm to the other party that it uses the quality assurance systems in its daily operations.
- 17.2 If Providing Party or Requesting Party implement items of equipment or software that have not had any documented operational time, the quality assurance systems for installation, upgrading, commissioning and testing must be documented. Each party must use and confirm to the other party that it uses the quality assurance systems in its daily operations. A special agreement must be made, if, after this, one of the Parties requests extended testing. In the event of implementing equipment/software without any documented operational time, the Parties may request specially agreed testing. The results of such tests must be documented and accepted by the Parties prior to commissioning.
- 17.3 Providing Party and Requesting Party must be able to carry out and complete a test procedure on end to end testing for all system interfaces components (p.ex: test procedure on SS7). Performing test procedures will also apply when updating/installing new equipment and/or software if the changes might have a significant impact on Providing Party's Network or the provision of the Providing Party Services, or Requesting Party's Infrastructure or the provision of the Requesting Party Customer Services.
- 17.4 Providing Party and Requesting Party shall ensure correct signalling information relating to the customer/subscriber placing the call regardless of source, and to ensure that there will be no change in such information. The Parties shall convey traffic or signalling reports to/from any third party in such a manner as to prevent it from being able to damage Providing Party's Network or the provision of the Providing Party Services, or Requesting Party's Infrastructure or the provision of the Requesting Party Customer Services, or either party's good relations with its customers.

- 17.5 Providing Party and Requesting Party shall establish and maintain systems for monitoring and tracking signaling information, in order to prevent incorrect operation and misuse.
- 17.6 In the event of any changes in the standards of the signaling system, Providing Party and Requesting Party will be obliged, at their own expense, to upgrade their own system.
- 17.7 Providing Party and Requesting Party must, at all times, assure that have at least one person with documented skills in SS7 working as principal point of contact in the area. This person should have at least 1 year's documented and verified experience of working with SS7 in the 2 years prior to that person's appointment.
- 17.8 Providing Party must have an operations center providing continuous 24-hour cover. Providing Party and Requesting Party must have access to SS7 skills 24-hours a day. If a party's operation of SS7 is based on the use of subcontractors, that party must present documentation to the other party to show that the subcontractor concerned satisfies the requirements indicated in these terms and conditions.
- 17.9 If either of the Parties meet requirements for an operations center providing continuous 24-hour cover and 24-hour access to skills by using resources outside Oman (for example, in the case of remote operation), that party must provide evidence to demonstrate the manner in which the other requirements defined in this Agreement will be fulfilled, including safety procedures as well as physical and logical measures and personnel safety.

18 Physical and Logical Security Requirements

- 18.1 There must be a list detailing the identified manager responsible for those members of the Parties' personnel who will have operational access to SS7 and to the operations center providing continuous 24-hour cover and who fulfil the necessary requirements. The list must be kept constantly updated and must be stored in a responsible manner.
- 18.2 If Requesting Party decides not to collocate with Providing Party, then Requesting Party physical building housing the network elements that can be logged on to for SS7 operating functions and access Providing Party systems must be protected in accordance with the following minimum requirements:
- (a) outer doors must be manufactured in accordance with co-location international standards Grade 2. Doors must be equipped with at least one approved locking device.
 - (b) telecommunications engineering equipment must be located in rooms with no windows. If it is impossible to avoid windows, for particular reasons, the glass thickness must be compliant with defined co-location international standards.
 - (c) the building must be equipped with an approved AIA (Automatic Intruder Alarm). Buildings that are particularly exposed (such as buildings that have previously been subject to burglary), or parts of buildings, must be equipped with access control and/or Interactive TV.
- 18.3 If circumstances dictate that the building as a whole may not be secured in accordance with this requirement, any rooms in which the equipment and operations terminals are to be located must satisfy this requirement.
- 18.4 Providing Party and Requesting Party must have an internal system for obtaining a confidentiality declaration from those members of their own staff who are going to come into contact with networks belonging to the other Party. The confidentiality pledge must be signed and should be stored in a satisfactory manner. The declaration is intended to prevent

any confidential information coming into the possession of unauthorized persons or from being misused.

- 18.5 Providing Party and Requesting Party must develop and establish standards and procedures for IT security, including procedures for maintaining user privileges. Strict user authentication will be required, and/or encryption of the connection, if the user has access to SS7 from a location other than the central unit, e.g. in the event of remote operation. Single-use password systems are often used when strict authentication is applied. In the event of remote login, other options that could be used for strict authentication would be RLN (Remote LAN Node), or TTP and a smart card with a digital signature. All these options need to be agreed between Providing Party and Requesting Party.
- 18.6 Co-location will be offered by Providing Party to Requesting Party in accordance to Annex C03 (Co-location Services).

19 SIM Card and Number Processes

- 19.1 Requesting Party may obtain Numbers / IMSI Numbers used for the provision of the Requesting Party Customer Services from Providing Party.
- 19.2 Requesting Party shall obtain SIM Cards used for the provision of the Requesting Party Customer Services from a third party.
- 19.3 Requesting Party undertakes to comply with such reasonable procedures as Providing Party may notify to it from time to time in relation to the management, security and use of SIM Cards.
- 19.4 Providing Party shall retain all rights in all SIM Cards in connection with the provision of the Providing Party Services where it has supplied the SIM Cards to the Requesting Party. Requesting Party shall not customize any SIM Card provided to Requesting Party by Providing Party in connection with the provision of the Providing Party Services without Providing Party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 19.5 Requesting Party undertakes that it shall not grant, or attempt to grant, to Requesting Party Customers any right or interest which is inconsistent with Providing Party's Intellectual Property Rights in such SIM Cards and Requesting Party shall procure (as far as is reasonably practicable) that Requesting Party Customers immediately return to Requesting Party, on request by Requesting Party, all such SIM Cards where such SIM Cards are supplied by the Providing Party.
- 19.6 Requesting Party undertakes to implement a process for recycling, re-using and repatriating Numbers as notified to it by Providing Party from time to time, provided that process is reasonable.
- 19.7 Within five (5) Working Days of receiving a written request from Requesting Party, Providing Party shall provide to Requesting Party such details and put in place such procedures as are necessary to allow Requesting Party to produce and activate SIM Cards on the Providing Party Network.

- 19.8 Requesting Party shall promptly upon any request to do so made by:
- (a) a Requesting Party Customer; or
 - (b) Providing Party, a licensed service provider, a Third Party Operator, or an Alternative Supplier, on behalf of a Requesting Party Customer, comply with any requirement that any Number used by a Requesting Party Customer should be transferred to another licensed service provider or Third Party Operator or Alternative Supplier on reasonable terms and in compliance with the TRA's directions and instructions relating to Number Portability. Any such request for such a transfer given to Requesting Party shall be in writing signed by the relevant Requesting Party Customer or shall be provided by other evidence reasonably satisfactory to Requesting Party that the request has been duly made.
- 19.9 The Parties shall co-operate with each other in order to identify and prevent any Fraud.
- 19.10 If either party discovers Fraud, or other improper use by any person in respect of any services of the Providing Party or the Requesting Party, that Party shall contact the other Party immediately, in order (as far as is legally permitted) to provide relevant details and to arrange for appropriate measures to be taken. In addition, Requesting Party shall use urgent measures to stop such actions all by themselves or on the request of the other Party under the terms of this Agreement.
- 19.11 Requesting Party undertakes to refrain from using SIM boxes or from doing business with any person (including Requesting Party's dealers and agents), which either party is aware, becomes aware or otherwise has reason to believe uses SIM boxes for access of voice traffic to the Providing Party Network or otherwise duplicates or allows the duplication of SIM Cards or functionalities of SIM Cards, or is involved in any similar activity and/or Fraud, without the explicit prior written approval of Providing Party.
- 19.12 Requesting Party undertakes to stipulate in its contracts with Requesting Party Customers (and any dealer or other person) that SIM boxes must not be used in connection with access to the Providing Party Network under any circumstances, violators shall be liable for legal action including criminal prosecution. .

- 19.13 The “Requesting Party” brand name must be (in all cases other than where limited by the customer handset) appear on the mobile handset display when attached onto Providing Party’s GSM/UMTS network, subject to technical feasibility.
- 19.14 Requesting Party, SIM supplier and Providing Party shall agree, to the extent necessary to ensure technical feasibility and compatibility with Omantel’s network, on a dedicated SIM profile and all necessary processes.
- 19.15 Where the SIM supplier is not Omantel, the Requesting Party must ensure that its SIM supplier is reputable. It shall also stipulate in its agreement with the SIM supplier that the information supplied and which originated from Omantel shall be treated as confidential with appropriate penalties being imposed in the event on a breach of such a clause.
- 19.16 Requesting Party shall enter into a commercial agreement with the SIM supplier covering delivery of the SIM cards with a dedicated Requesting Party SIM profile as long as the key from Providing Party is being used to the extent necessary to the extent necessary to ensure technical feasibility and compatibility with Omantel’s network.
- 19.17 If Requesting Party terminates a commercial agreement with the SIM supplier covering delivery of the SIM cards with a dedicated Requesting Party SIM profile and with the key from Providing Party, then Requesting Party should inform Providing Party directly so Providing Party can also terminate the relation related to the Mobile Reseller business with that SIM Supplier, to the extent that one arises out of the terminated agreement. For the avoidance of doubt, the change of a SIM Supplier by the Requesting Party does not trigger any termination actions vis-à-vis the Mobile Reseller agreement between the Requesting Party and the Providing Party.
- 19.18 Detailed Requesting Party SIM profile and SIM card specifications shall be part of a dedicated document shall be provided by the Requesting Party and mutually agreed between the Parties.

20 Ordering, Delivery and Fault Management

20.1 Ordering, Delivery and Fault Management is handled according to Annex H.

20.2 The delivery timelines will be negotiated by the parties, or otherwise directed by the TRA.