

Reference Access and Interconnection Offer

Annex F Forecast



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1 General

- 1.1 Forecasts are essential for, including but not limited to, the planning and dimensioning of the Omantel Network capacity, the deployment and roll out of Network facilities, and connecting and disconnecting end-users of the Requesting Party.
- 1.2 Omantel, at its sole discretion, may at any time in writing waive the Forecast Annex, or part of it, during the Agreement term. In the event that Omantel considers that it is appropriate in certain cases to waive the Forecasting requirements, it may do so subject to waiving them for all Requesting Parties that meet the same criteria on a fair and non-discriminatory basis. Omantel can also rescind waiver by informing the Requesting Party in writing.
- 1.3 The Requesting Party shall provide a preliminary forecast for the first 2 years at the time of requesting the Service. The Requesting Party should take proper measure while setting up the forecast.
- 1.4 The Requesting Party can adjust the preliminary forecast of the first year, 10 days before the start of the service provisioning. If the adjustment is not provided, the preliminary forecast will be considered as the Forecast of the first year. In all cases, the Requesting Party may adjust such forecast on a quarterly basis, in advance, so as to provide Omantel a more accurate picture of any forecasted changes. For the avoidance of doubt, any amended forecast issued on a quarterly basis shall be the one to prevail and upon which any commitment shall be based on. In the event that Omantel considers that it is appropriate in certain cases to waive the Forecasting requirements, it may do so subject to waiving them for all Requesting Parties that meet the same criteria on a fair and non-discriminatory basis.
- 1.5 The Forecasts shall be provided every year for a period of twelve (12) months covering one (1) calendar year, delivered to the Providing Party 10 Working Days before the start of each Quarter. The quarterly dates are 1st January, 1st April, 1st July and 1st October in each calendar year. In all cases, the Requesting Party may adjust such forecasts on a quarterly basis, in advance, so as to provide Omantel a more accurate picture of any forecasted changes. For the avoidance of doubt, any amended forecast issued on a quarterly basis shall be the one to prevail and upon which any commitment shall be based on.

- 1.6 The Forecasts shall be provided in good faith and based on reasonable and achievable numbers by the Requesting Party till the Agreement is ceased.

2 Definition

2.1 The Definitions in Annex L shall apply to this Annex F in addition to the following definitions:

2.1.1 Forecast – Twelve (12) months forecasted numbers per month per Service updated by the Requesting Party every year and submitted to the Providing Party.

2.1.2 Committed Forecast – 80% of the forecasted numbers per month described in Clause 1.3 and 1.4.

3 Forecast Minimum Commitment

- 3.1 The Requesting Party shall commit to 80% of the forecasted numbers.
- 3.2 The underutilization charges are applicable when the Order is less than the Minimum Commitment.

- 3.2.1 For capacity orders it is calculated as:

$$A = ((80\% \times B) - C) \times D$$

Where:

A is the underutilization charge payable;

B is the forecasted Capacity;

C is the Capacity ordered not including cancellations of Capacity Orders; and

D is forty per cent (40%) of the installation Charge for each unit of the Capacity order.

- 3.2.2 For Services not covered above, where Requesting Party's actual order numbers are less than 80% of the forecasted numbers and if Omantel, based on such forecasts, has purchased any equipment or facilities that cannot be reasonably used elsewhere within the network then the Requesting Party may be obliged to pay all objectively incurred costs that have been incurred by Omantel provided Omantel shall substantiate all such costs on request.
- 3.3 Omantel has also the right, at its sole discretion, but on a reasonable and non-discriminatory basis, to waive the Committed Forecast for a particular period. Waiver of the Committed Forecast for one period shall not be a precedent for waiver of the Committed Forecast for any future period.

4 Actuals Exceeding Forecast

- 4.1 If the Requesting Party's actual numbers exceed the Forecast by 20% at any time, Omantel shall not be bound by the SLAs defined in Annex H and the SLAs in the applicable Service Sub-Annex in Annex C.