1. Commercial Proposal for

Reference Access and Interconnection Offer Annex F Forecast

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# General

* 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.
  2. Omantel, at its sole discretion, may at any time in writing waive the Forecast Clause, or part of it, during the Agreement term. Omantel can also rescind waiver by informing the Requesting Party in writing.
  3. Forecasts shall be provided on a rolling basis 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.
  4. The Forecasts shall be provided in good faith and based on reasonable and achievable numbers by the Requesting Party.

# Definition

* 1. The Definitions in Annex L shall apply to this Annex F in addition to the following definitions:
     1. Forecast – Twelve (12) months rolling forecasted numbers per month per Service updated by the Requesting Party every three months and submitted to the Providing Party.
     2. Committed Forecast – 80% of the forecasted numbers per month in the quarter following three (3) months and 10 Working Days after the submission of the Forecast to the Providing Party.

# Forecast Minimum Commitment

* + 1. The Requesting Party shall commit to 80% of the forecasted numbers per month in the second quarter of the respective Forecast provided by the Requesting Party (“Committed Forecast”).
    2. As example: Ten Working Days before the start of 1st January, the Requesting Party provides a Forecast broken down per month covering 1st January to 31st December. The Requesting Party commits to 80% of the numbers forecasted for April, May and June (i.e. the Committed Forecast). If the actuals of the Requesting Party in April, May and June do not reach 80%, the Providing Party has the right, at its own discretion, to invoice the Requesting Party for the Committed Forecast for April, May and June.
    3. Omantel has also the right, at its sole discretion, 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. For the avoidance of doubt, three (3) calendar months and ten (10) Working Days before the launch of any Service, the Requesting Party shall provide the Providing Party the first twelve (12) months’ Forecast where the Requesting Party commits to pay the Committed Forecast for the first three months after launch.

# Actuals Exceeding Forecast

* 1. If the Requesting Party’s actual forecasted numbers exceeds 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.
  2. Omantel shall at all times, where feasible, use its best endeavors to provide the Requesting Party, and the Requesting Party’s end-users, the same quality parameters as Omantel is providing to its own end-users.
  3. In case of rising quality degradations of a Service, Omantel shall use its best endeavors to inform the Requesting Party as soon as possible.