1. Commercial Proposal for

Reference Access and Interconnection Offer Sub Annex C-FA 08 Wholesale Transmission

Table of Contents

[1 General 3](#_Toc449508724)

[2 Definitions 4](#_Toc449508725)

[3 Transmission Service 5](#_Toc449508726)

[4 Terms and Conditions 6](#_Toc449508727)

[5 Database 8](#_Toc449508728)

[6 Ordering and Delivery 9](#_Toc449508729)

[7 Tariff 10](#_Toc449508730)

[8 Fault Management 11](#_Toc449508731)

[9 Forecasts 12](#_Toc449508732)

# General

* 1. This Sub Annex sets out the Omantel offer for Transmission Service.
	2. Omantel through this access Service enables bi-directional capacity transmission between Omantel’s Network and the Requesting Party’s Network.
	3. Both Parties shall agree on the traffic type that shall be carried by the Transmission Links.

# Definitions

* 1. The definitions in Annex L shall apply to this Sub Annex C-FA 06 in addition to the following definitions:
		1. Point of Access – the interface on any Party Network that is used to access its Network.
		2. Contract Term – the contract period of the Service provisioning starting from the Service provisioning date.
		3. Transmission Links – links that carries the capacity requested by the Requesting Party.

# Transmission Service

* 1. Omantel offers the Requesting Party the possibility to have connectivity between its Network and Omantel’s Network for Access purposes through Transmission Service.



Figure ‎3‑1 Transmission Service

* 1. The Termination Segment of Leased Lines portfolio consists of the following bandwidths
1. 2 Mbit/s
2. 34 Mbit/s
3. 155 Mbit/s
	1. Omantel may be able to provide other bandwidths on terms and conditions agreed between both Parties, depending on technical feasibility and/ or based on the Services requested. Such special requests shall be handled according to Annex H.
	2. Omantel offers a Point of Access in Omantel Premises where the Requesting Party shall request Co-location Services from Omantel.

# Terms and Conditions

* 1. Service Provisioning:
		1. The Transmission Service shall be subject to technical feasibility.
		2. Omantel shall remain the owner of the Transmission Links. The Requesting Party shall not assign, transfer, lease, resell, or share their interest in the Service with any Third Party Operator.
		3. Omantel will be responsible to maintain the Transmission Links and shall ensure that the Services offered to the Requesting Party are at the same level of quality as those to Omantel’s own Customers.
	2. The Requesting Party Responsibility:
		1. The Requesting Party shall request the Transmission Service specifying the details of the request.
		2. The Requesting Party shall pay Omantel the charges specified in Clause ‎7 below.
		3. The Requesting Party shall physically terminate the Transmission Links between the Omantel node and its own node after is it handed over by Omantel.
	3. Change request to existing link
		1. Upgrading the bandwidth orders are placed according to order procedures in Clause ‎6 of this Sub Annex.
		2. The monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.
		3. A new Contract Term will be applicable for the upgraded link and the existing Contract Term will be cancelled without any early termination charges provided that the new Contract Term at least covers the remaining period of the cancelled Contract.
		4. Changes other than upgrading the bandwidth shall be considered as a termination of the Service and an Order of a new one.
	4. Contract Terms and Termination:
		1. The minimum Contract Term is one (1) Year.
		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.
		3. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed with the same Contract Term.
		4. 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.
		5. 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.
		6. The termination will be in accordance with the procedures in Annex H.

# Database

* 1. Omantel will install and keep updated a database consisting of all active and ordered Transmission Links of the Requesting Party. The database will consist of at least the following parameters:
1. Operator Name
2. actual bandwidth
3. Operator address
4. order date
5. agreed and promised delivery date
6. actual delivery date
7. reported faults
8. maintenance actions taken
9. installation fee
10. monthly fee
	1. The Requesting Party shall keep updated a database consisting of all active and ordered Transmission Links. The database shall contain all necessary information that will allow both Parties to reconcile accounts for charging purposes.

# Ordering and Delivery

* 1. Ordering and delivery is handled according to Annex H in addition to the following.
	2. With respect to Transmission request, Omantel shall use its best endeavors to have a target delivery time of 15 Working Days and shall not exceed 30 Working Days subject to feasibility.
	3. The Requesting Party in respect the Wholesale Transmission Service orders may only request the Service once every two (2) weeks on a week day agreed between both Parties.
	4. Omantel shall inform the Requesting Party once the link is activated. The Requesting Party shall test the link within 3 Working Days and return back to Omantel during the same period for any issues otherwise Omantel has the right to charge the Requesting Party from the Order Delivery Date.
	5. If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.

# Tariff

* 1. The up to date tariff for the Services can be found in Annex M of the Reference Offer.
	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.

# Fault Management

* 1. Fault Management is handled according to Annex H in additional to the following Services.
	2. The Requesting Party shall ensure to carry out the initial tests in respect of any fault in customer connection in order to validate that the fault is not from the Requesting Party Network. In case the fault is not at the Requesting Party Network, the Requesting Party shall make available all reasonable and complete test details when reporting the fault to Omantel.
	3. In case no Fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for fault reporting.

# Forecasts

* 1. Forecasting shall be handled according to Annex F.