Reference Access and Interconnection Offer

Sub Annex C-FA 12 Wholesale Trunk Segments of Leased Line

عمانتل
Omantel

Table of Contents

1 General 3

2 Definitions 4

3 Trunk Segment of Leased Lines Service 5

4 Terms and Conditions 6

5 Database 8

6 Ordering and Delivery 9

7 Tariff 10

8 Fault Management 11

9 Forecasts 12

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1 General

1.1 This Sub Annex sets out the Omantel offer for Trunk Segment of Leased Lines (International Private Leased Circuit (IPLC)).

1.2 The Trunk Segment of Leased Line IPLC is a Fixed Wholesale Access Service comprising the provision by the Providing Party of a fixed capacity transmission facility between Omantel's CLS in Oman and the Destination located outside Oman.

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2 Definitions

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

2.2 Contract Term – the contract period of the Service starting from the date of commencement of the Service.

2.3 Oman End - Omantel CLS

2.4 Destination End – The other end of the IPLC circuit that is located outside the Territory.

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3 Trunk Segment of Leased Lines Service

3.1 Omantel offers capacity on its Cable systems in E1, DS3 and STM1, and their multiples.

3.2 The Service is provided to the following Destination locations:

3.2.1 Middle East - UAE, Kuwait, Qatar, Saudi Arabia, Bahrain, Iraq, Iran, Yemen

3.2.2 Non Middle-East – Marseille, Paris, London, Frankfurt, New York, Karachi, Mumbai, Singapore, Hong Kong

3.3 Omantel may be able to offer the Service to other Destination locations upon request from the Requesting Party. The Requesting party will be charged accordingly.

3.4 Providing Party shall not be liable for the non-availability of the Service in the event of cable cuts, Force Majeure or any planned or unplanned work by the owner (s) of the respective cable.

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4 Terms and Conditions

4.1 Service Provisioning:

4.2 The Service is subject to feasibility and availability.

4.3 Omantel shall at all times remain the owner of the connectivity. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in the connectivity with any Third Party Operator nationally or internationally.

4.4 Omantel will be responsible to maintain the Service provided 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.

4.5 Omantel shall offer the Service based on best efforts.

4.6 The Requesting Party Responsibility:

4.6.1 The Requesting Party shall pay Omantel the charges specified in Clause 7 below from the Date of Commencement of the Service.

4.7 Change request to existing link:

4.7.1 Upgrading bandwidth orders shall be placed according to order procedures in Clause 6 of this Sub Annex.

4.7.2 The monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.

4.7.3 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 previous cancelled Contract Term.

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4.7.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Service and an Order of a new one.

4.8 Contract Terms and Termination:

4.8.1 The minimum Contract Term of the Service is one (1) Year.

4.8.2 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.

4.8.3 Omantel has the right to terminate the Service with immediate effect in case the Requesting Party is in breach of its obligations under this Agreement.

4.8.4 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.

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

4.9 Planned Outages

4.9.1 Planned outage is covered under Annex H in addition to the following Clauses:

4.9.2 The Cable owners from time to time may perform Cable maintenance which will result in Outages (Planned work).

4.9.3 Upon receiving the Planned Outage notice from the Cable owners, Omantel shall give notice to the Requesting Party.

4.9.4 Emergencies shall be communicated verbally.

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5 Database

5.1 Omantel will install and keep updated a database consisting of all active and ordered Terminating Segment of the Leased Line of the Requesting Party. The database will consist of at least the following parameters:

(a) Operator Name

(b) actual bandwidth

(c) former bandwidth(s)

(d) Oman end address

(e) Destination location address

(f) Submarine cable

(g) order date

(h) agreed and promised delivery date

(i) actual delivery date

(j) reported faults

(k) maintenance actions taken

(l) installation fee

(m) monthly fee

(n) discount schemes applicable to the line

5.2 The Requesting Party shall keep updated a database consisting of all active and ordered Terminating Segments of the Leased Line. The database shall contain all necessary information that will allow both Parties to reconcile accounts for charging purposes.

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6 Ordering and Delivery

6.1 Ordering and delivery is handled according to Annex H in additional to the following Clauses.

6.2 The Requesting Party shall ensure that the request will include at least the following minimum information:

6.2.1 The bandwidth

6.2.2 Destination location

6.2.3 Contract term

6.3 Omantel shall use its best endeavors to have a target delivery time of 15 Working Days from the date of submitting the complete request and shall not exceed 30 Working Days subject to feasibility and availability.

6.4 If Omantel rejects the request from the Requesting Party, Omantel shall inform the Requesting Party of the reasons.

6.5 Omantel shall inform the Requesting Party once the link is activated. The Requesting Party shall test the link within three (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 Service Delivery Date.

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7 Tariff

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

7.2 The prices are based on indicative prices from Third Party Operators and hence are subject to change without notice.

7.3 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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8 Fault Management

8.1 Fault Management is handled according to Annex H in additional to the following Clauses.

8.2 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.

8.3 In case no Fault found from Omantel's side, the Requesting Party shall compensate Omantel for fault reporting.

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9 Forecasts

9.1 Forecasting shall be handled according to Annex F.

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