

Reference Access and Interconnection Offer

Sub Annex C-FA 09 Internet Broadband Resale 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 Omantel offer for an Internet Access Service Provider, IASP for the provision of ADSL access to the Internet.
- 1.2 This Service is intended for data communication through the Internet.

2 Definitions

- 2.1 The definitions in Annex L shall apply to this Sub-Annex in addition to the following definitions:
- 2.1.1 Internet Access Service Provider IASP – a licensed Operator to offer Internet Services to the public and is defined under this Sub Annex as Requesting Party.
- 2.1.2 Internet Broadband Connection: a complete Customer connection that will enable the Internet Broadband Service.
- 2.1.3 Contract Term – the contract period of the Service provisioning starting from the Service provisioning date.

3 Service Setup

3.1 The set-up of the Service is described below:

3.1.1 The Requesting Party can market an Internet Broadband Resale Service.

3.1.2 The Internet Broadband Resale Service allows the Requesting Party's Customers to access through the same ADSL functionality that Omantel offers to its retail and corporate Customers.

3.1.3 When accessing the Internet, the broadband connection is routed from the Customer connectivity to Omantel's aggregation router and further via the Omantel IP backbone and reaches the AAA server at the Requesting Party's premises. After authentication the Customer is assigned the required resources for full access to the Internet. The Requesting Party bills the Customer for the Service and for the traffic usage.

3.1.4 The Requesting Party will package the Service, market it to its Customers and takes full responsibility for bad debt and fraud emerging from its Customers.

3.1.5 The Requesting Party will be responsible for Customer Care.

3.1.6 The Requesting Party shall pay Omantel for renting the connectivity and data usage by the Customer and any other Services requested by the Requesting Party to support offering the Internet Broadband Resale Service.

4 Internet Broadband Resale Service

4.1 The Internet Broadband Resale Service consist of the following components:

- (a) Lease-line connection (for billing purpose)
- (b) A combination of Customer premises line rental and Traffic charges.

4.2 The tariffs associated for the above required component charges can be found in Clause 8 of this Sub Annex.

5 Terms and Conditions

5.1 Service Provisioning:

5.1.1 The Internet Broadband Resale Service provision shall be subject to a technical feasibility study. If the result of the feasibility study is that the order shall be rejected, Omantel will justify that conclusion and share the reasons with the Requesting Party in writing.

5.1.2 The Service will be offered only in locations where Omantel has the end to end connectivity to the Customer premises.

5.1.3 Omantel shall offer the Service for only those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.

5.1.4 Omantel shall remain the owner of the link. The Requesting Party shall not assign, transfer, lease, resell, or share their interest in the Service with any Third Party Operator.

5.1.5 Omantel will be responsible to maintain the link and shall ensure that the Service offered to the Requesting Party is at the same level of quality as for Omantel's own Customers.

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5.1.7 Omantel shall not be responsible for any work within the boundary of the Customer premises.

5.1.8 Omantel shall not be responsible for the quality of the Service offered by the Requesting Party to the Customer through Omantel Local Loops due the local loop length.

5.2 The Requesting Party Responsibility:

5.2.1 The Requesting Party shall submit with its Internet Broadband Connection request to connect any Customer a copy of the Customer application form duly completed and signed

by the Customer. The request shall contain all necessary information about the Customer and his connectivity requirement. The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.

- 5.2.2 The Requesting Party shall be responsible to invoice and collect the outstanding dues from its Customers.
- 5.2.3 The Requesting Party shall pay Omantel the charges specified in Clause 8 below even if the Customer has not paid his dues to the Requesting Party.
- 5.2.4 The Requesting Party shall request all the necessary Services from Omantel to set up the necessary connectivity that will enable the request of the Service.
- 5.2.5 The Requesting Party shall setup a call center to address all complaints from his Customer.
- 5.3 Modification of the Internet Bandwidth of the Customer.
- 5.3.1 Upgrading the bandwidth orders are placed according to order procedures in Clause 7 of this Sub Annex.
- 5.3.2 The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.
- 5.3.3 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 Contract.
- 5.3.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Internet Bandwidth of a Customer and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.
- 5.4 Contract Terms and Termination:

- 5.4.1 The minimum Contract Term is one (1) Year.
- 5.4.2 After the completion of the Contract Term:
- 5.4.2.1 If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA.
- 5.4.2.2 If no notice is provided at least one (1) month before the completion of Contract, the Contract will be automatically renewed on monthly rolling basis.
- 5.4.2.3 Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.
- 5.4.3 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. If either Party wishes to terminate the contract, it shall inform the other party in writing one (1) month in advance of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no such notice is provided, the Contract will be automatically renewed for the same Contract Term
- 5.4.4 The Requesting Party can terminate the contract upon the request from the Customer without the Termination Fee if the Customer requested the Service from Omantel directly or through any Third Party Operator.
- 5.4.5 The termination will be in accordance with the procedures in Annex H.

6 Database

6.1 Omantel will install and keep updated a database consisting of all active and ordered Wholesale Line Rentals. The database will consist of at least the following parameters:

- (a) Customer Name
- (b) Customer contact number
- (c) Customer address
- (d) Services subscribed
- (e) order date
- (f) agreed and promised delivery date
- (g) actual delivery date
- (h) reported faults
- (i) maintenance actions taken
- (j) installation fee
- (k) monthly fee
- (l) discount schemes applicable to the line

6.2 The Requesting Party shall keep updated a database consisting of all active and ordered Wholesale Line Rentals. The database shall contain all necessary information that will allow both Parties to reconcile accounts for charging purposes.

7 Ordering and Delivery

- 7.1 Ordering and delivery is handled according to Annex H in addition to the following Clauses.
- 7.1.1 The Requesting Party shall request the Internet Broadband Resale Service to only those Customers who are connected to Omantel's Network physically.
- 7.1.2 For the initial system set-up, Omantel shall target a delivery time of no more than sixty (60) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.
- 7.1.3 For activation of individual Customer, Omantel shall target a delivery time of thirty (30) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.
- 7.1.4 The Requesting Party may only request the Service once every week on a week day agreed between both parties. Both Parties shall agree on the number of connections that can be submitted at a time.
- 7.1.5 Omantel shall inform the Requesting Party once the Service is activated. The Requesting Party shall within (3) Working Days return back to Omantel for any issues with the Service otherwise Omantel has the right to charge the Requesting Party from the delivery date.
- 7.1.6 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable such as technical feasibility problems.

8 Prices

8.1 The up to date prices for the Services can be found in Annex M

8.2 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. Omantel shall inform the TRA accordingly, and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.

9 Fault Management

- 9.1 Fault Management is handled according to Annex H in additional to the following Clauses.
- 9.2 The Requesting Party shall 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.
- 9.3 In case no fault is found from Omantel's side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault, which Omantel shall be able to substantiate on request.

10 Forecasts

10.1 Forecasting shall be handled according to Annex F.