

Reference Access and Interconnection Offer

Sub Annex C-FA 11 Wholesale Trunk Segments of Leased Line

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1 General

- 1.1 This Sub Annex sets out the Omantel offer for Trunk Segment of Leased Lines.
- 1.2 Omantel through this access Service enables the Requesting Party to request leased capacity between two Trunk Nodes on Omantel's Network.
- 1.3 There are two types of Trunk Segment of Leased Lines:
 - 1.3.1 Trunk segment of the local lines that uses terrestrial links.
 - 1.3.2 Trunk segment of the local lines that uses submarine cables.
- 1.4 Distance is measured in a straight line (as crow flies * 1.30) between the Trunk Nodes.

2 Definitions

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

2.1.1 Trunk Node – Omantel Equipment in the Omantel Exchange

2.1.2 Contract Term – the contract period of the Service provisioning starting from the Service provisioning date.

3 Trunk Segment of Leased Lines Service

3.1 Omantel offers the Requesting Party the possibility to connect two Omantel Trunk Nodes.

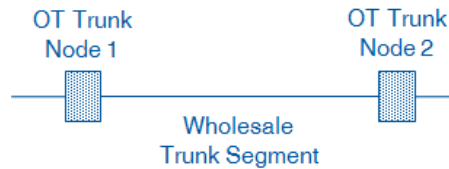


Figure 3-1 Trunk Segment of Leased Line

3.2 The Node 1 and Node 2 can be within the same exchange, or could be in different exchanges.

3.3 The Trunk Segment of Leased Lines portfolio consists of the following bandwidths

- (a) 2 Mbit/s
- (b) 34 Mbit/s
- (c) 155 Mbit/s
- (d) 1 Gbits/s
- (e) 10 Gbits/s
- (f) 100 Gbits/s

3.4 Upon receiving the request, Omantel can provide other bandwidths on terms and conditions agreed between both parties and Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. Such requests are handled according to Annex H.

4 Terms and Conditions

4.1 Service Provisioning:

4.1.1 The 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..

4.1.2 Omantel shall remain the owner of the Service. The Requesting Party shall not sublease, resell, mortgage, assign, exchange or transfer the Services listed in this Sub-Annex to any local or international carrier, operator, content provider or affiliate. For the purposes of this clause, the provision of Services by the Requesting Party to its customers shall not be considered a resale of the Service. The Requesting Party shall not use the Services listed in this Annex for the purposes of transiting international traffic through Oman or for connecting two submarine cables in the Sultanate of Oman.

4.1.3 Omantel will be responsible to maintain the Service 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.

4.1.4 Upon receiving the request, Omantel will check the technical feasibility to provide the Service to the Requesting Party.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Service.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 7 below from the date of providing the Service.

4.3 Change request to existing link:

4.3.1 Upgrading the bandwidth orders are placed according to order procedures in Clause 6 of this Sub Annex.

- 4.3.2 The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.
- 4.3.3 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 cancelled Contract.
- 4.3.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Trunk Segment of the Lease Line 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.
- 4.4 Contract Terms and Termination:
- 4.4.1 The minimum Contract Term is one (1) Year.
- 4.4.2 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. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 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. Once the initial term has concluded, and the agreement has been renewed, no Early Termination fees shall be applicable. If either Party wishes to terminate the contract, it shall inform the other party in writing three (3) months 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.

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

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) A end and B end
- (d) former bandwidth(s)
- (e) Operator address
- (f) order date
- (g) agreed and promised delivery date
- (h) actual delivery date
- (i) reported faults
- (j) maintenance actions taken
- (k) installation fee
- (l) monthly fee
- (m) discount schemes applicable to the line
- (n) length of line in Km

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

6 Ordering and Delivery

- 6.1 Ordering and delivery is handled according to Annex H in additional to the following Clauses.
- 6.2 Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party any other third Party. This delivery time is subject to feasibility, cooperation of the Requesting Party and any other third Party 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.
- 6.3 The Requesting Party may only request the Service once every week on a week day agreed between both Parties.
- 6.4 Omantel shall inform the Requesting Party once the link is activated. The Requesting Party shall test the link and within three (3) days return back to Omantel for any issues otherwise Omantel has the right to charge the Requesting Party from the Delivery Date.
- 6.5 The Delivery Date is subject to technical feasibility.
- 6.6 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable such as technical feasibility problems.

7 Prices

- 7.1 The up to date prices for the Services can be found in Annex M.
- 7.2 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.

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 reasonable incurred cost of fault reporting, which it shall be able to substantiate on request.

9 Forecasts

9.1 Forecasting shall be handled according to Annex F.