

Reference Access and Interconnection Offer

Sub Annex C-FA 13 IP Transit



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1 General

- 1.1 This Sub Annex sets out the Omantel offer for IP Transit.
- 1.2 The Requesting Party through this Service can use Omantel Network to convey Internet Protocol (IP) packets to destination on the Internet as defined by the IP address in each packet.

2 Definition

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

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

2.1.2 Omantel POP – means the Omantel Data Center.

3 IP Transit Service

3.1 IP Transit is a wholesale Internet access service provided by Omantel, whereby Omantel provides the Requesting Party (RP) with both national and/or international bandwidth for Internet traffic. This service utilises Omantel's national and international networks to provide seamless connectivity and data transfer for the RP's Internet traffic needs..

3.2 The Service is comprised of the following component parts:

3.2.1 Access to the IP bandwidth.

3.2.2 Network to Network Connectivity.

3.2.3 Colocation at Omantel Premises closest to Omantel POP.

3.2.4 Connectivity between Omantel premises where the Requesting Party has placed its equipment and Omantel POP.

3.2.5 The connectivity will be provided as shown below:

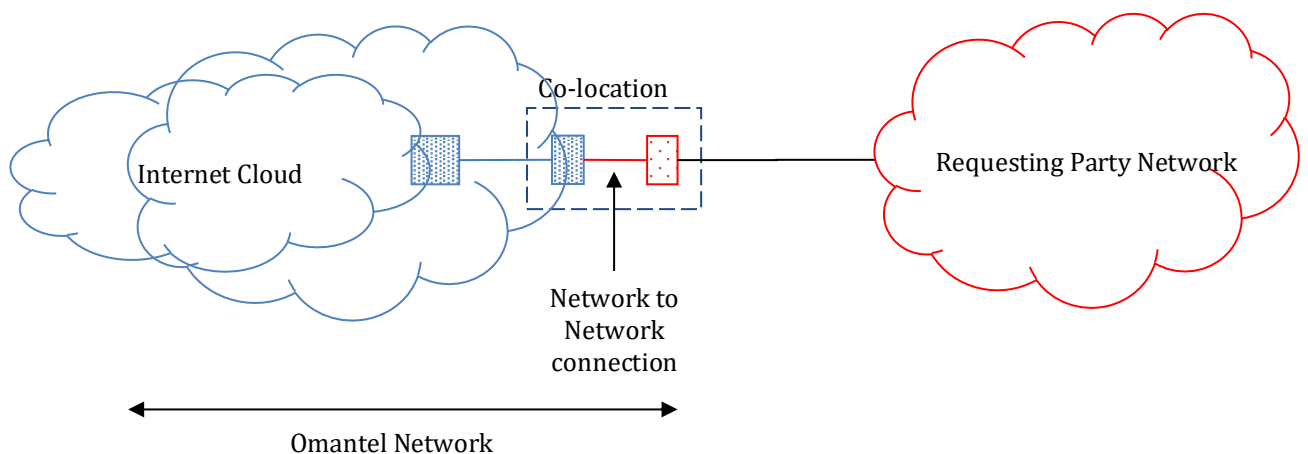


Figure 3-1 IP International Bandwidth capacity

3.3 Omantel offers the following options to enable the Requesting Party to connect its Co-located Equipment with the Requesting Party's Node for additional charges specified in Clause 7 of this Sub Annex:

- (a) Omantel will provide the connectivity all the way to the Requesting Party's Network;
or
- (b) The Requesting Party will extend its own cable up to the closest point, designated by Omantel, to Omantel premises where the Requesting Party's Equipment is Co-located, from where Omantel will extend the connectivity into its premises all the way to the Customer Equipment.

3.4 Additional Charges will be applicable on Clauses 3.2.3 and 3.2.4.

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 owner of the Service. The Requesting Party shall not sublease, resell, pledge, assign, swap or transfer the services listed in this Sub Annex to any national or international carrier, operator, content provider or an affiliate. For the purpose of this clause, the provision of services by the Requesting Party to its Customers shall not be considered as resale of service. .

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 The Service is offered in in the following bandwidths: 2 Mbit/s, 34 Mbit/s, 155 Mbit/s, 1 Gbits/s, 10 Gbits/s, 100 Gbits/s.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Service from Omantel and specify the capacity required.

4.2.2 The Requesting Party shall pay Omantel the Service fee described in Clause 7 of this Sub Annex.

4.3 Change request to existing link.

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

4.3.4 The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.

- 4.3.5 A new Contract Terms 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.
- 4.3.6 Changes other than upgrading the bandwidth shall be considered as a termination of Service 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 of the Service 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 Providing Party shall not terminate the Contract without the prior approval of the TRA. 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.
- 4.4.3 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.
- 4.4.4 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. 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.
- 4.4.5 The termination will be in accordance with the procedures in Annex H.

5 Database

5.1 Connectivity to each customer: Omantel will keep updated a database consisting of all active and ordered connections. The database will consist of at least the following parameters:

- (c) customer Name
- (d) customer address
- (e) requested capacity
- (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

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 provide the Service within three (3) months subject to feasibility. 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.
- 6.3 If Omantel rejects the Requesting Party request, Omantel shall inform the Requesting Party of the reasons, which shall be objectively justifiable such as technical feasibility problems.
- 6.4 Omantel shall inform the Requesting Party once the Service connectivity is completed. The Requesting Party shall test the link within three (3) Working Days and in case the link is not connected, shall inform Omantel accordingly else Omantel has the right to charge the Requesting Party from the Date of delivery.

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 addition 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 if no Fault found from Omantel's side, the Requesting Party shall compensate Omantel the reasonably incurred cost for fault reporting, which Omantel shall be able to substantiate on request.

9 Forecasts

9.1 Forecasting shall be handled according to Annex F.