

Reference Access and Interconnection Offer

Sub Annex C-FA 17 Access to Passive Infrastructure

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1 General

- 1.1 This Sub Annex sets out the Access to Passive Infrastructure Service.
- 1.2 Passive Infrastructure refers to Ducts, Trenches and Manholes that are owned and operated by Omantel.

2 Definition

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

2.1.1 Service – Access to Passive Infrastructure

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

2.1.3 Trench - the narrow excavations dug into the ground for the purpose of laying cables.

3 Access to Passive Infrastructure

3.1 Omantel offers the Requesting Party the Access to Passive Infrastructure services, which comprises the following three sub-services:

3.1.1 Access to Omantel Ducts: the possibility to share the space in the sub-ducts within the ducts to build or expand the Requesting Party's telecom network.

3.1.2 Access to Omantel Trenches: the possibility to share the trenches that have been planned by Omantel.

3.1.3 Access to Omantel Manholes: the possibility to access the underground ducts through the manholes. Omantel will provide access to manholes specifically built to access ducts that are shared with the Requesting Party, adjacent to Omantel's own manholes. Omantel will not provide access its own manholes.

3.2 The diagram below is a generic representation of Omantel's GPON network showing the placement of ducts, trenches and manholes. Actual setup may vary depending on the exchange and location. During technical feasibility, parties shall agree on the requirements that Omantel can fulfill as part of the order.

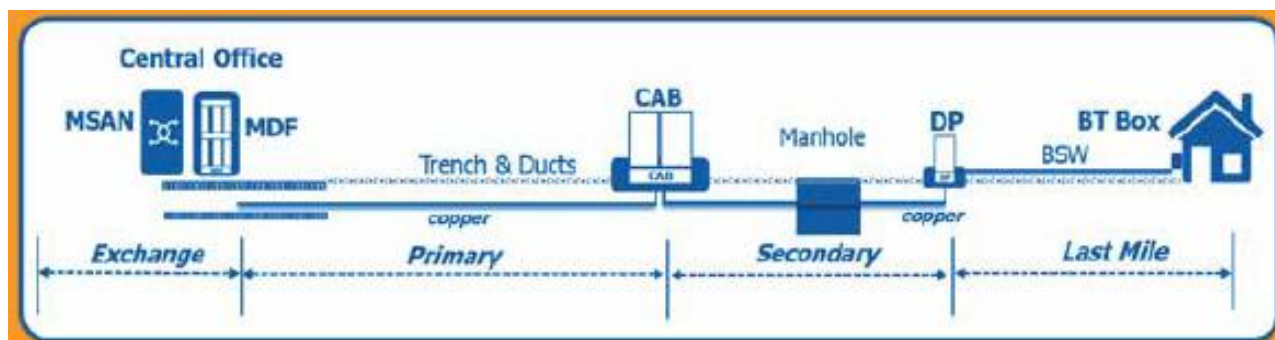


Figure 1: Generic representation of Omantel's network depicting the placement of Ducts, Trenches and Manholes.

3.3 The diagram below shows a typical trench with ducts and sub-ducts for deploying cables. Actual setup may vary depending on the exchange and location. During technical feasibility, parties shall agree on the requirements that Omantel can fulfill as part of the order.

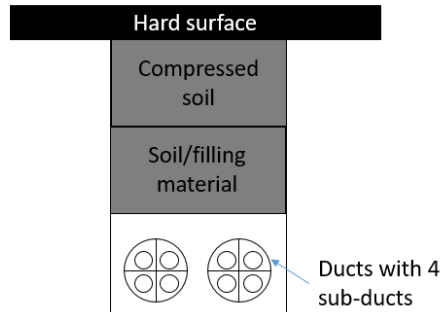


Figure 2: Generic representation of Omantel's trench with sub-ducts

- 3.4 Omantel shall provide access to only the passive infrastructure that it owns and operates.
- 3.5 Access to Manholes will be provided as access to separate adjacent manholes from the ones which are already in use by Omantel.
- 3.6 Request for this Service shall be initiated by the Requesting Party.
- 3.7 The exact location (in case of manholes) or the endpoints (in case of ducts and trenches) will be mutually agreed between both Parties after a joint site survey. The cost of performing the survey shall be charged in accordance to Clause 6 of this Sub Annex.
- 3.8 The charges for splicing are not included in the Service charges, and shall be charged separately.
- 3.9 The Requesting Party shall at its own cost, provide all related materials such as cables, cable ties, joints etc. needed for the deployment of cables through the ducts or trenches or for any other activity.
- 3.10 Omantel shall not be responsible for any damage to the Requesting Party's equipment, cables or related materials caused by any means beyond Omantel's control.
- 3.11 Omantel shall follow the same quality standards in regards to the Requesting Party's Equipment as it follows for its own Equipment.

- 3.12 Omantel shall inform the Requesting Party about the result of the technical feasibility and availability. In case it is not possible to offer this Service at the requested location, Omantel may propose an alternative solution.
- 3.13 The Requesting Party shall ensure that the request for this Service shall include at least the following minimum information:
- (a) The infrastructure to which the access is sought (ducts or trenches or manholes)
 - (b) The coordinates of the end-points of ducts and trenches, and the coordinates of the manhole, where the access is required.
 - (c) Details of site-preparation work
 - (d) Additional tasks required, if any
 - (e) The list of equipment proposed to be installed at that location including all technical and design specifications, dimensions, and the make of the Equipment
 - (f) Type of optical fiber to be used
 - (g) Diameter of the optical fiber
 - (h) Timelines during which access is required, and
 - (i) Requesting Party contact details
- 3.14 Each Party shall take all necessary measures to ensure the safety of the other Party's equipment, cables and materials at the site. Notwithstanding the foregoing, it is the responsibility of Requesting Party to provide adequate insurance cover for its respective equipment.
- 3.15 Omantel will assess the Requesting Party requirements against the availability of sub-ducts, trenches and manholes, taking into consideration the following:
- 3.15.1 Omantel's reasonably anticipated requirements in the next five (5) years for sub-ducts, trenches and manholes for the provision to itself and its Customers;

- 3.15.2 Omantel's reasonably anticipated requirements in the next five (5) years for sub-ducts, trenches and manholes for operation and maintenance purposes;
- 3.15.3 Omantel and other third party requirements (including operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;
- 3.15.4 security and confidentiality requirements imposed on Omantel by Governmental Agencies;
- 3.15.5 In case Omantel plans to decommission the requested ducts/sub-ducts, trenches or manholes within five (5) years from the date of the request.
- 3.16 Access/visit to Omantel Exchanges or Buildings or Sites for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide seven (7) Working Days' notice and it shall be in accordance to Omantel standard procedures.
- 3.17 Duct sharing and manhole sharing require a protective sleeve dedicated to the use of Requesting Party.

4 Terms and Conditions

4.1 Provisioning of Access to Passive Infrastructure:

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 ducts/sub-ducts, trenches and manholes to which the access is provided to the Requesting Party. The Requesting Party shall not assign, transfer, lease, sell, or share its interest in the ducts/sub-ducts, trenches and manholes with any Third Party irrespective of the nature of their relationship. Subleasing or installing the equipment of any other third party will be considered as breach to this Agreement.

4.1.3 Omantel will be responsible to maintain the Services offered and shall ensure that the Services offered to the Requesting Party are at the same level of quality as that to itself.

4.1.4 Where certain site preparation is to be carried out by Omantel, the Requesting Party shall pay all the reasonable costs incurred by Omantel in carrying out this activity plus a markup percentage specified in Annex M.

4.1.5 If the Requesting Party requires Omantel to perform additional tasks, Omantel may offer to perform those additional tasks, subject to feasibility. The Requesting Party should request in writing for Omantel to perform such additional tasks. In such cases, Omantel will charge the Requesting Party on a cost plus markup percentage specified in Annex M.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Services.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request. Omantel shall approve the request once the location/site is ready for providing the Service.

- 4.2.3 Requesting Party shall obtain all approvals from the government or the TRA or any relevant authority for the activities it performs and the network/equipment/materials it installs through this Service.
- 4.2.4 The Requesting Party shall make its own arrangements for power at its own cost.
- 4.2.5 The Requesting Party will be solely responsible for removing all Equipment, cabling and other related materials within one (1) months after the expiration of the Contract Term(s). In case the Requesting Party fails to comply with this requirement, Omantel will remove all Equipment, cabling and other related constructions and will charge OMR 1,500 to the Requesting Party accordingly. Furthermore, Omantel shall not be responsible, should such elements owned by the Requesting Party get damaged during the removal process.
- 4.2.6 Requesting Party shall take all necessary measures to ensure the safety of Omantel and Omantel's other wholesale customers' equipment, cables, and materials at the site. Notwithstanding the foregoing, in case of any damage, the Requesting Party will be liable to pay for the damages and the business loss to the impacted party.
- 4.2.7 For maintenance of its Equipment, the Requesting Party shall request access to the Site at least 7 Days in advance and shall abide by Omantel's procedures and instructions while at the Site.
- 4.3 Contract Terms and Termination:
- 4.3.1 The minimum Contract Term of Access to Omantel Ducts, Access to Omantel Trenches and Access to Omantel Manholes is ten (10) Years.
- 4.3.2 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 one (1) year Contract Term.
- 4.3.3 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.

- 4.3.4 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.
- 4.3.5 The termination will be in accordance with the procedures in Annex H.
- 4.4 Interference:
- 4.4.1 Each Party shall ensure that its Equipment does not cause any interference to the other Party's equipment, plant, facilities, Networks and the equipment of other occupying Operators at the location/Site and does not poses an immediate risk of personal injury. In the event of any interference, the Parties shall take in good faith reasonable measures to resolve the problem promptly. Where the Requesting Party equipment is causing interference and the interference cannot be resolved, the Requesting Party shall remove the source of interference immediately.
- 4.4.2 If Omantel determines that the interference poses an immediate risk identified in Clause 4.4.1; it may, withdraw access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall terminate the Service and at the Requesting Party's cost, take measures to prevent the interference. At the time of suspending such service, notice shall be served immediately of the event and the reasons given to the other Party.

5 Ordering and Delivery

- 5.1 Ordering and delivery is handled according to Annex H in addition to the following Clauses.
- 5.2 For the Access to Omantel Ducts, Omantel shall target to deliver the Service within seventy (70) Working Days for a maximum of 2,000 running meter. The timeline for delivery of service exceeding 2,000 running meter shall be discussed on a case-by-case basis depending on request.
- 5.3 The timeline 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.
- 5.4 For the trenches and manholes, the delivery timelines will be discussed and agreed between the parties on a case-by-case basis.
- 5.5 Omantel's technician jointly with the Requesting Party technicians shall conduct a site survey if necessary on the date and time agreed between both parties.
- 5.6 Omantel may reject a request for this Service if the pre-conditions for providing this Service have not been provided at the date of request.
- 5.7 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable, such as due to reasons of technical feasibility.

6 Prices

- 6.1 The up to date prices for the Services can be found in Annex M.
- 6.2 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 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.
- 6.3 Any additional costs for repair, replacement or re-routing of the ducts and manholes shall be borne by the Requesting Party as per Annex M. Omantel shall provide all the documentation at reasonable degree of acceptance to support the work carried out by Omantel or by its contractors.
- 6.4 If there is any cost (including revenue share) incurred by Omantel in lieu of right of way or any related ancillary services towards the landlord or the developer of the project, that cost shall be equally shared between the Parties.

7 Fault Management

- 7.1 Fault Management shall be handled according to Annex H.
- 7.2 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.
- 7.3 In case no Fault found from Omantel's side, Omantel shall charge the Requesting Party a Fault handling fee.

8 Forecasts

8.1 Forecasting shall be handled according to Annex F.