

Reference Access and Interconnection Offer

Sub Annex C-FA 18 Patching 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 Patching Service.

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 – Patching service

2.1.2 Omantel Buildings – are Omantel’s telecommunication exchanges across the country. The Buildings under this Sub Annex exclude Omantel Data Center, Omantel Landing Stations and Omantel Earth Stations, which are individually covered in Sub Annexes C-FA 14, C-FA 15 and C-FA 16.

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

3 Patching Service

- 3.1 Omantel through this Service offers the Requesting Party the possibility to connect its various equipment/network elements such as MDF, MSAN, switches, etc to Omantel's equipment/network elements or local loops for the purpose of completing the local loop.
- 3.2 The diagram below shows a Generic representation of patching process at Omantel's Buildings. 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.

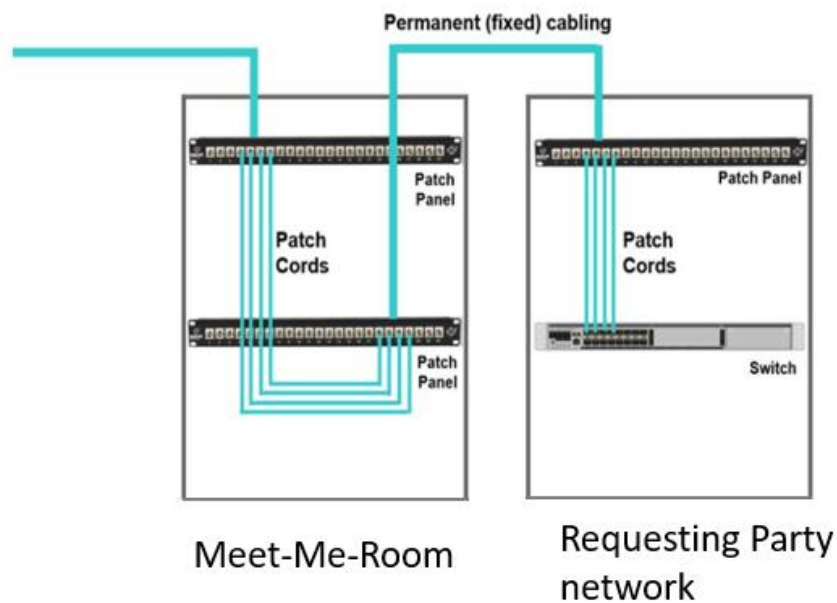


Figure 1: Generic representation of Patching

- 3.3 Request for this Service shall be initiated by the Requesting Party.
- 3.4 The exact building/exchange/location coordinates along with the rack and the port specifications on the equipment shall be provided by the Requesting Party. The final requirements 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.

- 3.5 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.
- 3.6 Omantel shall follow the same quality standards in regards to the Requesting Party's Equipment as it follows for its own Equipment.
- 3.7 The Requesting Party shall ensure that the request for this Service shall include at least the following minimum information:
- (a) The coordinates of the Building
 - (b) Power requirements, if any
 - (c) Details of site-preparation work
 - (d) Additional tasks to be performed, if any
 - (e) Manpower requirements from Omantel
 - (f) The equipment proposed to be connected through this Service. The details shall include all technical and design specifications, dimensions, and the make of the Equipment
 - (g) Requesting Party contact details
- 3.8 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.
- 3.9 Omantel will assess the Requesting Party requirements for availability, taking into consideration the following:
- 3.9.1 Omantel's reasonably anticipated requirements in the next five (5) years for Patches for the provision to itself and its Customers;

- 3.9.2 Omantel's reasonably anticipated requirements in the next five (5) years for Patches for operation and maintenance purposes;
- 3.9.3 Omantel and other third party requirements (including operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;
- 3.9.4 security and confidentiality requirements imposed on Omantel by Governmental Agencies;
- 3.9.5 In case, Omantel plans to decommission the requested exchange/building within five (5) years from the date of the request.
- 3.10 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.
- 3.11 The Requesting Party shall be charged separately for the power usage.

4 Terms and Conditions

4.1 Provisioning of Patching service:

4.1.1 The Service 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 The Requesting Party shall not assign, transfer, lease, sell, or share its interest in the Patches installed through this Service with any Third Party irrespective of the nature of their relationship. Reselling, Leasing, Subleasing, renting or installing the equipment of any other third party will be considered as material breach to this Agreement.

4.1.3 Omantel will be responsible to maintain the Services offered at Omantel Buildings and shall ensure that the Services offered to the Requesting Party are at the same level of quality as those to Omantel's other Customers.

4.1.4 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 a 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 access by the Requesting Party.

4.2.3 Requesting Party shall take all necessary measures to ensure the safety of Omantel's and Omantel's other wholesale customer's 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.

4.3 Contract Terms and Termination:

4.3.1 The minimum Contract Term of the Service is one (1) year.

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 on monthly basis.

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.

5 Ordering and Delivery

- 5.1 Ordering and delivery is handled according to Annex H in addition to the following Clauses.
- 5.2 Omantel shall target to deliver the Service within thirty (30) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party 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.
- 5.3 Omantel's technician jointly with the Requesting Party technicians shall conduct a site survey on the date and time agreed between both parties.
- 5.4 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.
- 5.5 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.

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.