

Reference Access and Interconnection Offer

Sub Annex C-FA 21 Layer 2 Ethernet Service

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1 General

- 1.1 This Sub Annex sets out the Omantel offer for Layer 2 Ethernet Service.
- 1.2 The Layer 2 Ethernet service enables the Requesting Party to connect an International location to an Omantel POP (or a NNI) in Oman through a Layer 2 Ethernet link.

2 Definitions

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

2.1.1 POP – Point of Presence

2.1.2 Service – Layer 2 Ethernet service

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

3 Layer 2 Ethernet Service

- 3.1 Omantel offers the Requesting Party the possibility to connect an International location to an Omantel POP (or a NNI) in Oman through a Layer 2 Ethernet link.
- 3.2 Request for this Service shall be initiated by the Requesting Party. If multiple international locations are to be connected to Oman, then separate requests should be made for each international location.
- 3.3 If the Service is to be handed over at a NNI, the Layer 2 NNI has to be first established before processing the order for the Layer 2 Ethernet service. The charges for the NNI service and for the connectivity to establish the NNI service are not included as part of this Layer 2 Ethernet Service.
- 3.4 If the Service is to be handed over at Omantel POP, the Requesting Party has to request connectivity between Omantel POP and its network. The connectivity charges have to be ordered separately, and are not included as part of this service.
- 3.5 The exact location or the endpoints 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 7 of this Sub Annex.
- 3.6 This Service is based on IEEE802.1ad provider bridging and MPLS based pseudo wires. Ethernet solutions are created by use of Access Ports and Ethernet Virtual Connections (EVC's) in a flexible way.
- 3.7 This Service supports a MTU size of 1500 bytes.
- 3.8 The Layer 2 Ethernet Service portfolio consists of the following bandwidths and their multiples.
- (a) 2 Mbit/s
 - (b) 34 Mbit/s
 - (c) 155 Mbit/s

- (d) 1 Gbits/s
 - (e) 10 Gbits/s
 - (f) 100 Gbits/s
- 3.9 If the international location is not an Omantel POP, Omantel may provide access to those locations through its suppliers' network. The suppliers' charges will be passed on to the Requesting Party after adding 16% markup.
- 3.10 The charges for cross connects and access/backhaul links are not included as part of this service. Omantel shall pass on the third-party costs to the Requesting Party after adding 16% markup.
- 3.11 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.
- 3.12 Omantel will assess the Requesting Party requirements taking into consideration the following:
- 3.12.1 Omantel's reasonably anticipated requirements in the next five (5) years for Layer 2 Ethernet service for the provision to itself and its Customers;
 - 3.12.2 Omantel's reasonably anticipated requirements in the next five (5) years for Layer 2 Ethernet service for operation and maintenance purposes;
 - 3.12.3 Omantel and other third-party requirements (including operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;
 - 3.12.4 security and confidentiality requirements imposed on Omantel by the TRA;
 - 3.12.5 In case Omantel plans to decommission some submarine capacity within five (5) years from the date of the request.

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 irrespective of the nature of their relationship. Subleasing the Service to any other third party will be considered as a breach to this Agreement.

4.1.3 This Service will be offered on best effort basis.

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 a markup percentage specified in Annex M.

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.

4.2.3 The Requesting Party shall be responsible for availability and quality of the Service offered to its Customer.

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.
- 4.3.4 Changes other than upgrading the bandwidth shall be considered as a termination of the Service and an Order of a new one.
- 4.4 Contract Terms and Termination:
- 4.4.1 The minimum Contract Term is one (1) Year or more subject to the international third-party's terms and conditions.
- 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.
- 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 Layer 2 Ethernet links 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) Operator address
- (e) order date
- (f) actual delivery date
- (g) installation fee
- (h) monthly fee

5.2 The Requesting Party shall keep updated a database consisting of all active and ordered Layer 2 Ethernet links. 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 addition to the following Clauses.
- 6.2 Omantel shall target a delivery time of 90 Working Days subject to feasibility, cooperation of the Requesting Party, and any other third Party. In case the third-party's (international) delivery time is more than 90 Working Days, the target delivery time shall increase accordingly.
- 6.3 This delivery time is subject to feasibility, and 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.
- 6.4 Omantel shall inform the Requesting Party once the link is activated. The Requesting Party shall test the link and within three (3) Working Days return back to Omantel for any issues. In case the Requesting Party does not report issues within (3) Working Days, Omantel shall start charging the Requesting Party from the date of activation of the link.
- 6.5 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.
- 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 charges specified are for each location. For multiple locations, the charges for each location shall be calculated separately and then added.
- 7.3 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.
- 7.4 Any additional costs for repair, replacement or maintenance 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.
- 7.5 If there is any fault due to the negligence of end customer, Omantel shall charge the Requesting party for the equipment and the initial install charges for every visit to the end customer.

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 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 is found from Omantel's side, Omantel shall charge the Requesting Party a Fault handling fee.

9 Forecasts

9.1 Forecasting shall be handled according to Annex F.