

ANNEX B-11

MOBILE ACCESS SERVICES

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1. Introduction

- 1.1** Ooredoo is a Class I Licensed Mobile Operator in The Sultanate of Oman and operates the Mobile Network in The Sultanate of Oman.
- 1.2** Reseller is a holder of a relevant license who has requested access to the Mobile Network for the purpose of supplying Retail Mobile Services to Customers.
- 1.3** Ooredoo and Reseller will enter into a Reseller Agreement to provide Reseller with access to the Mobile Network on the minimum terms and conditions set out below.

2. Ooredoo Services

General

2.1 Ooredoo will supply to Reseller of the agreed Ooredoo Services in accordance with the terms and conditions of this Agreement.

2.2 Ooredoo' obligations to supply Ooredoo Services under this Agreement are subject to:

- Reseller acquiring and maintaining all necessary regulatory approvals or licences to supply the Retail Mobile Services;
- the Reseller providing and maintaining the Financial Security referred to herein;
- the Reseller complying with the terms and conditions of this Agreement; and
- Ooredoo continuing to be obliged to provide Ooredoo Services to Reseller pursuant to law, regulation or its Licence.

Geographic Coverage

2.3 Reseller customers will enjoy access to the same geographic coverage provided by the Mobile Network as is available to Ooredoo' own customers.

Network Conditioning

2.4 The set-up costs required to initially facilitate the provision of the Ooredoo Services to Reseller, are set out in this Annex.

2.5 If Ooredoo at any time is required to make any further changes to the Mobile Network to accommodate provision of Ooredoo Services to Reseller, the reasonable costs of such changes will be calculated by Ooredoo in accordance with the NCC Principle (Network Conditioning Charges Principles) and will be payable by Reseller. Where requested by Reseller, Ooredoo will provide reasonable substantiation of costs incurred.

2.6 Reseller must ensure that the Reseller OSS and any other Reseller hardware and software, complies with the technical standards set out in this Annex and such other reasonable standards as specified by Ooredoo from time to time.

2.7 Network planning and provisioning shall otherwise be managed in accordance with the main body of the Agreement.

Forecasting and Ordering

2.8 The Forecasting and Ordering Procedures set out in this Annex will apply to regulate the ordering of Ooredoo Services.

2.9 Reseller must comply with the Forecasting and Ordering Procedures set out in this Annex.

Access to International Roaming Services

2.10 Ooredoo will charge the Reseller the 'International Roaming Charges' set out in this Annex in respect of the provision of International Roaming Services to Reseller Customers.

Technical Requirements

2.11 The services to be provided by Ooredoo to Reseller are as follows:

Service		
Voice Calls in Ooredoo Network		
Voice Calls To / From Ooredoo destinations		
Voice Calls To / From Ooredoo destinations		
Voice Calls To / From Ooredoo (Fixed) destinations		
Voice Calls To / From International destinations		
Video Calls		
Supplementary Services		
Call Wait		
Call Hold		
Call Forwarding		
Multi Party		
CLIP		
CLIR		
CFU		
CFB		
CFNRy		
CFNRc		
BAOC		
BOIC		
BAIC		
BOIC-exHC		
BAIC-Roam		
Emergency calls		
Service access point (internet service)		
Number portability		
Short Messaging Services (SMS - Person to Person)		
SMS To / From Ooredoo customers		
SMS To / From Oman Mobile customers		
SMS To / From International destinations		
USSD Prepaid Account Management		
USSD Balance Enquiry		
USSD Recharge		
Services in International Roaming (excluding Smart Roamer)		
Multi Media Messaging Services (MMS)		
Data Services (WAP and ISP Service)		
Automatic Device Configuration (ADC)		
Roaming	Service	Centre
Bon Voyage messages		

Network Access for Customer Equipment

Where the Access Seeker requires network access for customer equipment, the customer equipment must be TRA approved and should not create any risk to the Ooredoo network.

3. General Obligations

- 3.1 Ooredoo shall be responsible for ensuring it performs all obligations related to lawful interception and traffic information and numbering as per the laws of the Sultanate of Oman.
- 3.2 Reseller shall not request services Ooredoo is not allowed to offer under its license or otherwise under law.
- 3.3 Ooredoo shall not include any provisions in the agreement with Reseller that restrict the ability of Reseller to introduce new services, products, pricing packages, etc. save where such a change could have an adverse effect on the integrity of the Public Telecommunications Network of Ooredoo, or where it would give rise to serious capacity related issues on that network.

4. SIMS

4.1 Reseller may:

- a) acquire SIMs from a third party; or
- b) request Ooredoo to supply Reseller Branded SIMs in accordance with the Forecasting and Ordering Procedures set out below.

4.2 Where Reseller Branded SIMs are sourced from Ooredoo pursuant to clause b):

Reseller will own the SIMs, subject to clause 0; and

Ooredoo will continue to own and hold title to any SIM IPR, but grants Reseller (and Reseller Customers) a non-exclusive, royalty free and non-transferable licence to use the SIM IPR during the term of this Agreement;

4.3 Where Reseller sources its own SIMs pursuant to clause a):

- 4.3.1 Ooredoo will perform reasonable testing of the sample cards and production cards to ensure compatibility with the Mobile Network;
- 4.3.2 the SIMs will not be used by Reseller or distributed to Reseller Customers until such testing has been completed by Ooredoo (which must be done within a reasonable period of time and in any event no longer than 15 days) and Ooredoo has advised Reseller that the SIMs have passed such tests;
- 4.3.3 only SIMs that are the same as the SIMs that have passed the sample tests may be provided to Reseller Customers and Reseller must immediately withdraw (or take such other action as the Parties may agree) from Reseller Customers SIMs that did not pass the tests in sub-clause (a) and promptly discuss in good faith with Ooredoo the action that should be taken, including whether the SIMs supplier should be used again; and
- 4.3.4 the reasonable and objectively justified costs of Ooredoo performing the testing will be borne by the Reseller. Reasonable costs in this context means the time and materials plus a reasonable commercial mark-up. Both parties recognise that SIM testing usually takes 3-5 days but the length of time for testing will depend on the characteristics of the SIMs chosen. Ooredoo, at the request of the Access Seeker, shall provide appropriate substantiation of these costs.

- 4.4** Irrespective of whether Reseller acquires the SIMs from a third party or from Ooredoo, the following processes will apply to preserve Network security and the integrity of Customer details:
- 4.4.1** Ooredoo will provide an electrical characteristics template to the Reseller for the Reseller Branded SIMs or unbranded SIMs, suitable to deliver service to the Reseller Branded SIM holder or the unbranded SIM holder;
 - 4.4.2** Reseller may specify additional fields or functionality not utilised by Ooredoo on the Mobile Network, provided that they are able to be supported by Ooredoo and do not cause interference with the Mobile Network. For the avoidance of doubt, Ooredoo will always retain the right to specify fields or functionality of SIMs that are required to interwork with or be compatible with the Mobile Network or the Ooredoo OSS;
 - 4.4.3** Ooredoo will provide the IMSI (International Mobile Subscriber Identity) and ICCID (Integrated Circuit Card Identifier) to the SIM supplier and receive secure output files from the supplier which contain completed data fields, including IMSI, KI (cipher key), PIN (access code) and PUK (unblocking code) (Output Files);
 - 4.4.4** Reseller will provide the user profile to Ooredoo or the vendor directly;
 - 4.4.5** the Output Files in paragraph (c) will be uploaded by Ooredoo onto the HLR and further files will be generated by Ooredoo for Reseller in order to facilitate Activations by Reseller;
 - 4.4.6** Reseller may distribute and Activate the Service Number; and
 - 4.4.7** Reseller acknowledges that the KI (cipher key) will always be retained by Ooredoo and will not be provided to Reseller or Reseller Customers.
- 4.5** Reseller may request Ooredoo in writing to supply Ooredoo Branded SIMs containing Ooredoo Output Files to address a shortfall in Reseller Branded SIMs. If Reseller so requests, the Parties may agree on the terms and conditions of supply.

5. Ooredoo Trade Marks and Intellectual Property

- 5.1** Reseller must not during the term of this Agreement, without Ooredoo prior written consent:
- a.** use the name Ooredoo or any Ooredoo Trade Mark in promoting or supplying Retail Mobile Service; and
 - b.** knowingly allow any third person, including a Distributor, to use the Ooredoo name or any Ooredoo Trade Mark.
- 5.2** Ooredoo grants Reseller and each Distributor the right to refer to the fact that the Retail Mobile Services are supplied using the Ooredoo Mobile Network.
- 5.3**
- 5.4** Reseller must comply with all directions issued by Ooredoo in relation to the rights granted to Reseller under clause 5.2 and must ensure that each Distributor complies with such directions. If Reseller or a Distributor fails to comply with any direction, Ooredoo may by written notice to Reseller immediately revoke the rights granted to Reseller and its Distributors. Revocation shall be in accordance with Clauses 18 and 18 of the main body of the Agreement and subject to prior approval of the TRA.
- 5.5** Reseller acknowledges that:
- a.** the Ooredoo Trade Marks are the exclusive property of Ooredoo or a related corporation of Ooredoo; and
 - b.** all existing goodwill in the Ooredoo Trade Marks is vested in and all future goodwill in Ooredoo Trade Marks will, as between the parties, vest in and remain the exclusive property of Ooredoo.
- 5.6** Each party will retain ownership of their pre-existing Intellectual Property Rights.

6. Ooredoo Property And Equipment

6.1 Reseller:

Acknowledges that Ooredoo Property is and will remain the property of Ooredoo;
must use Ooredoo Property in accordance with agreed procedures and any other reasonable directions of Ooredoo notified to Reseller from time to time;

must notify Ooredoo promptly on becoming aware of any damage to or malfunction of the Ooredoo Property or that any Ooredoo Property requires maintenance of any kind; and

acknowledges that Ooredoo may, in its absolute discretion, subject to giving reasonable notice where practicable, change, modify, replace or remove Ooredoo Property without prejudice to the other provisions of this Agreement and subject to not materially interfering with the supply of the Ooredoo Services.

6.2 Reseller must:

Provide adequate power and a suitable physical environment for the Ooredoo Property in accordance with Ooredoo' reasonable directions;

only permit Ooredoo Property to be repaired, serviced, moved or disconnected by Ooredoo unless otherwise permitted by Ooredoo; and

to the extent that Reseller wishes to locate its property at facilities owned or controlled by Ooredoo, Reseller must request such access and, subject to Ooredoo advising Reseller that, in Ooredoo' absolute discretion, collocation is feasible, such access may be provided by Ooredoo, after the parties have executed a collocation agreement, in accordance with that agreement.

6.3 Reseller bears the risk of loss or damage to Ooredoo Property while it is in Reseller's possession or control.

6.4 Reseller must protect Ooredoo' title to Ooredoo Property by:

- a. not, without Ooredoo' prior written consent, removing or deliberately obscuring any identification marks on that equipment;

- b. complying with all reasonable instructions Ooredoo gives Reseller to protect Ooredoo' ownership; and
- c. not doing anything or allowing anything to be done which might affect Ooredoo' ownership.

6.5 Reseller must provide Ooredoo with reasonable access on reasonable notice to premises owned, leased or used by Reseller to install, service, modify and remove any Ooredoo Property.

6.6 The Parties will agree, prior to installation of Ooredoo Property, on the design and space requirements for Ooredoo Equipment at Reseller premises.

6.7 Reseller is required to pay rental charges in respect of Ooredoo Property in such reasonable amounts as Ooredoo specifies from time to time.

7. Reseller Customer Service

- 7.1 Reseller is responsible for providing customer service to Reseller Customers and Ooredoo has no responsibility to Reseller Customers whatsoever.
- 7.2 Reseller shall be responsible for all billing of subscribers, and for handling all customer complaints from the subscribers.
- 7.3 Ooredoo shall offer Reseller assistance when information is required from Ooredoo to enable Reseller to handle and respond to Customers' complaints.

7.4 Reseller:

Acknowledges that Ooredoo will have no financial responsibility for Reseller Customers, including without limitation, credit checking or billing and payment collection;

will as soon as reasonably practicable after the date of this Agreement:

- 7.4.1 establish an adequate customer service capability; and
- 7.4.2 establish processes to manage fraud, security and law enforcement requirements to the level required by law, regulation or code.

8. Term and Termination

8.1 Terms

8.1.1 This Agreement starts on the later of the following:

- a. the date the TRA approves in writing the terms and conditions of this Agreement;
- b. the date this Agreement is signed by both parties; or
- c. The provision of Financial Security in the form of a bank or other guarantee acceptable in the Sultanate for commercial transactions in an amount of OMR XXX which shall continue to be in full force and effect for as long as the Agreement remains valid and in force (**Term**).

8.2 Termination

8.2.1 Prior to any termination of this Agreement, TRA approval shall be obtained by the Party seeking termination.

8.2.2 Ooredoo may terminate this Agreement immediately by giving written notice to the Reseller if:

8.2.3 Reseller suffers a Change of Control and Ooredoo has not consented to such Change in Control. Consent to the Change of Control shall not be unreasonably withheld.

8.2.4 Either Party may terminate this Agreement (in accordance with Clauses 18 and 19 of the main body of the Agreement and subject to prior TRA approval) immediately by giving notice in writing to the other Party if:

- a. the other Party has committed a material breach of this Agreement, which is:
 - not capable of being remedied; or
 - not remedied by the other Party within 30 days of written notice specifying the breach;
- b. consent to the Change of Control shall not to be unreasonably withheld

8.2.5 any material distress or execution is levied on the other's property or if the other Party becomes or is unable to pay its debts or has a receiver, administrator, administrative receiver or manager appointed over the whole or any material part of its assets or undertakings, becomes insolvent, compounds or makes any composition or other arrangement for the benefit of its creditors or any petition or resolution for the judicial management or the winding up of that Party is passed or presented or if the other Party will suffer any analogous proceedings and such events have a materially adverse effect on that Party's ability to perform its material obligations in accordance with this Agreement; or

8.2.6 either Party loses any statutory licence necessary to provide services under or contemplated by this Agreement.

9. Resolution of Disputes

9.1 Dispute resolution shall be as per the main body of the Agreement.

10. Charges

- 10.1** Reseller must pay the Charges to Ooredoo as laid out in Annex F – Pricing and in accordance with the Main Agreement. The Charges will be invoiced as follows:
- a. the set-up fee may be invoiced by Ooredoo at any time after the date of this Agreement;
 - b. the annual operational fee will be payable in advance in equal quarterly instalments, with the first payment to be invoiced by Ooredoo at any time after the date of this Agreement;
 - c. any Charges payable may be invoiced by Ooredoo in accordance with the Main Agreement;
 - d. Charges in respect of the services provided to Reseller for Reseller to resale to Reseller Customers, monthly in arrears in accordance with clause --.
- 10.2** Reseller is liable for any Charges incurred in respect of an Activated Service Number until the Service Number is Deactivated or Ported. Further, Reseller is also liable for any Charges related to the process of deactivation and porting, whenever occurred.
- 10.3** The Charges will apply during the term of this Agreement, unless varied by written agreement between the Parties. Any such charges shall be subject to TRA approval and publication.

11. Forecasting Principles

- 11.1** Reseller must provide Ooredoo with forecasts in accordance with this Section.
- 11.2** Reseller must provide the forecasts in good faith and use its best endeavours to ensure that the forecasts are accurate.
- 11.3** Reseller acknowledges that Ooredoo is reliant on forecasts from Reseller for the purpose of:
- a.** dimensioning of, and determining network capacity requirements for, its Mobile Network;
 - b.** supplying the Ooredoo Services; and
 - c.** supplying Reseller Branded SIMs.
- 11.4** If Ooredoo considers that Reseller's forecast is unreasonable, Ooredoo may request Reseller to justify the forecast and to revise and resubmit an appropriate forecast.
- 11.5** Unless specified otherwise by Ooredoo, Reseller must supply forecasts on a rolling basis for a period of four (4) quarters covering one (1) year, delivered to the other Party ten (10) Working Days before the start of each quarter. The quarterly dates are 1st October, 1st January, 1st April and 1st July in each year. The forecasts must be provided in the form reasonably notified by Ooredoo from time to time, in respect of the following:
- a.** the total number of Activations and Deactivations;
 - b.** the total minutes of originating traffic from Reseller Customers;
 - c.** the total minutes of terminating traffic to Reseller Customers;
 - d.** the total number of access points from where the Ooredoo OSS will be accessed by the Reseller or its agents;
 - e.** any planned marketing or communication campaign that is likely to result in a significant and sudden increase in traffic or activation;
 - f.** such other forecast information reasonably requested by Ooredoo from time to time.

11.6 If the volume of Ooredoo Services or Reseller Branded SIMs ordered by Reseller over a period exceeds the most recent forecast for that period, Ooredoo will use its reasonable endeavours to:

- a. perform the Activations and Deactivations;
- b. supply the Ooredoo Services; or
- c. supply the Reseller Branded SIMs,

that exceed the forecast but cannot provide any guarantee that it will be able to do so. For the avoidance of doubt, if Ooredoo supplies the services described in (a)-(c) above in excess of the forecast, Ooredoo will not be liable to Reseller, any Distributor, any Reseller Customer or any other person for any resulting degradation in the quality or level of those services.

Reseller Branded SIMs

11.7 Reseller must pay Ooredoo's additional costs in producing and supplying the number of Reseller Branded SIM Cards in excess of the relevant forecast. Such additional costs shall be payable where Ooredoo is able to substantiate that there is such a reasonably incurred additional cost arising from the request being made outside of the relevant forecast. Such cost shall be objectively justified and Ooredoo shall substantiate these on request.

12. Reseller OSS

12.1 Reseller acknowledges and agrees that: access will be permitted to the Mobile Network and the Ooredoo OSS only for the purposes of interfacing Reseller OSS and only in accordance with this clause. Requesting Parties may request and if agreed with Ooredoo, be supplied with individualized services. Once any individualized service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party. Ooredoo is not required to provide any access to its facilities in respect of the relevant Reseller OSS, perform any interoperability testing or interface new or modified Reseller OSS until an Interface Plan is in place and once in place, only in accordance with the Interface Plan unless such access is agreed as between the Parties as being necessary.

12.2 Within 15 Working Days of Reseller providing the Interface Notice to Ooredoo, representatives of the Parties will meet to agree, on the following:

- the changes which will be required to the interfaces with and the systems and processes within the Mobile Network and Ooredoo OSS;
- a time-frame within which the interface work must be completed; and
- the process and criteria for interoperability testing,

(Interface Plan). Once any individualized service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party.

12.3 Ooredoo is not required to provide any access to its facilities in respect of the relevant Reseller OSS, perform any interoperability testing or interface new or modified Reseller OSS until an Interface Plan is in place and once in place, only in accordance with the Interface Plan unless such access is agreed as between the Parties as being necessary. Once any individualized service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party.

12.4 For the avoidance of doubt, Ooredoo will not be required to prioritise work that Ooredoo undertakes for Reseller ahead of Network development and IT projects for Ooredoo' own business or which have been earlier requested by another reseller or any third party with whose Networks Ooredoo interconnects. This includes without limitation, in relation to:

- the timing of such work; and

- the technical and operational quality of such.

Once any individualised service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party.

- 12.5** Following agreement in relation to the Interface Plan, Ooredoo is entitled to conduct a reasonable set of tests (Interoperability Tests) to determine whether there is satisfactory interoperability between the Reseller OSS and the Ooredoo Network and/or the Ooredoo OSS before it has any obligation to provide interface access to the Mobile Network or the Ooredoo OSS.