

ANNEX B-12

National Roaming Services

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1. Introduction

1.1 Ooredoo and Requested Party shall enter into a National Roaming Agreement based on:

- 1.1.1** Any request by an Eligible Party for a National Roaming Service must be made in conformity with the relevant requirements of the Access and Interconnection Regulation.
- 1.1.2** Ooredoo may refuse a request to provide National Roaming Services to an Eligible Party if it has spectrum capacity problems arising from hosting another/other National Roaming Operator(s) that are similarly entitled to the receipt of National Roaming Services at the time of the request. Such refusal shall be objectively justified and Ooredoo shall be able to substantiate such refusal on request by the Requesting Party or the TRA. The grounds of this refusal will be demonstrated to the Authority
- 1.1.3** The final offer for National Roaming Services may be different from this RAIO, and shall be in accordance with the terms and conditions specified in any authorization, license, decision, direction, order, or other relevant instrument issued by the TRA.

2. National Roaming Services

- 2.1 Ooredoo agrees to give the Access Seeker National Roaming on the Ooredoo Mobile Network during the Contract Term.
- 2.2 Ooredoo agrees that there shall be no withdrawal of the Access Seeker's access to the Ooredoo Mobile Network during the Contract Term except in accordance with instructions of the TRA or as per the commercial agreement between the Parties.
- 2.3 The Access Seeker can request Ooredoo to close the Access Seeker's access to specific areas with three months prior written notice.
- 2.4 The Access Seeker shall be entitled to display or hide Ooredoo Mobile as the visited network in the terminals at its own discretion.

Ooredoo shall offer the services on any IMT frequency band used for its own retail customers. In general, availability of the Services to Roaming Customers necessitates co-operation of Ooredoo and the Access Seeker in relation to their networks

3. Service ordering and provisioning/delivery

- 3.1 Provision of National Roaming service depends on many factors and the delivery date shall be agreed between the Parties or otherwise directed by TRA. Service ordering and provisioning/delivery shall be as per the Main Body of the Agreement.
- 3.2 Ooredoo will make the LAC/TAC information available to the Requesting Parties by technology in the form of maps as and when required. For the avoidance of doubt, the LAC/TACs will not be changed or amended at the request of the Requesting Party.

4. Network operations and maintenance

4.1 In order to ensure the timely implementation of Network Alterations, requests for Network Alterations shall be provided by the Party requesting the alteration at least one (1) calendar month in advance of the requested implementation date.

4.1.1 The Requested Party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within two (2) weeks of receipt of a Network Alteration request.

4.1.2 In the event that any Network Alteration causes the Requested Party to incur costs then, unless it is otherwise agreed between the Parties, such costs shall be borne in full by the Party requesting the Network Alteration.

4.1.3 Network Alterations shall be carried out within the timescales laid down in this Section 10. If the requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Access Seeker shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body.

4.1.4 In order to ensure the timely implementation of Data Management Amendments, notice of Data Management Amendments shall be provided by the Party requesting the amendment at least two [2] calendar months in advance of the requested implementation date.

4.1.5 Data Management Amendments shall be carried out within the time-scales laid down in this Section. If a requested Party believes that it is not in a position to proceed with the requested Data Management Amendment, either within the timescales requested or in any circumstances, the Access Seeker shall be advised within two [2] Weeks of receipt of the request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body.

4.2 Network access for customer equipment

4.2.1 It is a condition of Ooredoo's provision of the Services that the Roaming Customers are in the possession of terminals enabling them to use the Services on the Ooredoo Network.

4.3 Network integrity

4.3.1 As per main body

4.4 Traffic/call routing and delivery by traffic case

4.4.1 National Roaming with Access Seeker will be based on the IMSI routing (also called A-number or HPMN routing) principle of the calling Party.

4.4.2 All traffic that are generated by a Roaming Customer will be routed directly to Access Seeker after receiving triplets from Access Seeker's HLR.

4.4.3 Calls to emergency numbers 112 and 9999 shall be routed to the Public Alarm Centre directly. Ooredoo will provide same Quality of Service to Access Seeker customers as for Ooredoo's own customers.

4.5 Testing

4.5.1 The Parties will make test numbers (MSISDN) available to one another for the purpose of call tests to be performed.

4.5.2 Each Party may request test numbers (MSISDN) from the other Party for the purpose of call tests. The request shall be in writing and shall specify the number of test numbers required for the purpose of the tests, the description of the tests to be performed and the service type for each test number. The service types are pre-paid and post-paid.

4.5.3 Such requested test numbers will not be unreasonably withheld or delayed by the requested Party.

4.6 Obligations on signaling use

4.6.1 In the ISUP signalling Ooredoo has to send the CLI (Calling Line Identification), the category, the redirecting number and the forwarding indicator.

4.7 Use of logos etc.

4.7.1 Except as expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

4.7.2 Access Seeker shall be entitled to display or hide Ooredoo as visited network in the terminals at its own discretion.

4.8 Support for emergency calls (with or without SIM cards)

4.8.1 Calls to emergency numbers 112 and 9999 shall be routed to the Public Alarm Centre directly. Ooredoo will provide same Quality of Service to Access Seeker customers as for Ooredoo's own customers.

4.9 The relationship with subscribers

4.9.1 Ooredoo undertakes that it shall not directly, nor through its affiliates, advertise, solicit business, market its products and/or services or otherwise send any unwanted messages to the Access Seeker subscribers when they are roaming on the Ooredoo Network. For the avoidance of doubt, this includes the sending of any welcome message or notification that roaming is occurring.

4.9.2 Access Seeker shall handle all Customer Care Obligations to the Roaming Customers except where Ooredoo shall provide the second level support to Access Seeker as described in the National Roaming Agreement. For the avoidance of doubt, Access Seeker shall not at any time refer a Access Seeker customer to Ooredoo Customer Care, or any other Ooredoo entity, when a customer has complaints, inquiries or any other matter regarding the Services offered under this Agreement.

4.10 Subscriber billing

4.10.1 Access Seeker shall conduct the actual handling of a bill complaint from Access Seeker's Roaming Customers.

4.10.2 Ooredoo shall offer Access Seeker assistance when information is required from Ooredoo to enable Access Seeker to handle and respond to Customers' complaints.

4.11 Requirements relating to lawful interception and traffic information

4.11.1 As per main body

4.12 Capacity forecasting and provisioning

4.12.1 The provisions to manage capacity issues that may arise between Ooredoo and Access Seeker and procedures for the coordination of traffic forecasts and network planning and provisioning are laid out in the main body of the Agreement.

6. Charges, billing, and payment

6.1 Charging Principle

6.1.1 The tariffs are outlined in Annex F – Pricing.

6.2 Operational & Implementation Cost

6.2.1 Access Seeker shall pay all Third-Party costs for establishing and maintaining the transmission links between Ooredoo and Access Seeker, in respect of National Roaming Services, in full.

6.2.2 Furthermore, Access Seeker agrees to pay Ooredoo a one-off set-up fee as outlined in Annex F – Pricing.

6.3 Other Charging Principle

6.3.1 All other billing principles and procedures will be in accordance with the Main Body of this Agreement.

6.4 Billing

6.4.1 Ooredoo shall prepare a monthly invoice for calls registered during the invoice period made by the Access Seeker's Roaming Customers on the Ooredoo Network. The invoice period shall be a calendar month.

6.4.2 Any outstanding settlements for the previous billing period shall be submitted depending on the delay between the actual call and the CDR update in Ooredoo's billing system.

6.4.3 However, a single transfer covering a month end shall not be divided between two invoices. The invoices for the previous month shall be sent to Access Seeker by the 15th of the following month for reconciliation. Any discrepancies in the invoice should be communicated by either side.

6.4.4 If appropriate, Ooredoo will issue credit notes and correction invoices to compensate for agreed changes to or agreed errors in Oman Mobile's invoices.

6.4.5 The invoice amount (less credit note amounts if applicable) shall be paid by Access Seeker.

6.4.6 Changes in time schedules concerning the exchange of invoices and payments shall be set three (3) months before implementation at the latest.

6.4.7 Payments between the Parties shall not be reduced, suspended or otherwise affected by claims against or payments made by Access Seeker or by Access Seeker's Roaming Customers on the basis that all or any of the minutes of the accounting period result from fraud.

6.5 Exchange of call billing information

- 6.5.1** In case Access Seeker requires CDR information from Ooredoo, Ooredoo will deliver those as described below.
- 6.5.2** CDR specifications shall be implemented in accordance with standards as agreed between the Parties.
- 6.5.3** The Data Exchange Procedure shall be in accordance with standards as agreed between the Parties.
- 6.5.4** Access Seeker agrees to cover the reasonable costs for transferring/receiving CDR files to/from Ooredoo, subject to the prior agreement of the Parties.

6.6 Transport links, interconnect paths, and end user links billing

- 6.6.1** Transport links, interconnect paths, and end user links billing will be dealt with in accordance with Technical Specifications annex of this Agreement.

6.7 Obligations relating to artificial inflation of traffic

- 6.7.1** The Parties shall not engage in any artificial inflation of traffic and will use their reasonable endeavours to detect and identify any artificial inflation of traffic and in particular any resultant distortion of billing which has or may occur and which has been caused by actual or suspected fraudulent actions, artificial inflation of traffic by either of the Parties, or any other similar abuse by third parties. The Parties shall share such information with each other and shall further use reasonable efforts to pursue with each other the appropriate actions in order to prevent any such artificial inflation of traffic, distortion of billing and/or fraudulent actions or abuses.

7. Duration and termination

7.1 The minimum Term for National Roaming Services shall be three (3) years.

7.2 Termination shall be as per the Main Body of the Agreement.