

# REFERENCE ACCESS & INTERCONNECTION AGREEMENT

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# 1 PURPOSE AND SCOPE

## Whereas

- 1.1 Access Provider is a licensed telecommunications operator in the Sultanate of Oman pursuant to the provisions of Royal Decree Nos. (34/2009 and 17/2005 of the Sultanate of Oman (hereafter "Oman"), and provides access and interconnection services to its telecommunication operator customers, which enables them to interconnect their network with the Access Provider network and access certain electronic communication services on a wholesale basis.
- 1.2 Access Seeker is in possession of a telecommunications license in accordance with the laws of the Sultanate of Oman, and is desirous of interconnecting its network and obtaining access on a wholesale basis to electronic communications services from Access Provider and Access Provider has agreed to provide the Services to Access Seeker at the Charges and upon the terms and conditions of this Agreement.
- 1.3 This Agreement governs the relationship and understanding between the Parties regarding the Access and Interconnection of the respective networks of the Parties.

The Parties hereby agree as follows:-

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## 2 INTERPRETATION, AND STRUCTURE

- 2.1 References to Acts, Royal Decrees, Ministerial Decisions and other legislation of any type shall include amendments thereto from time to time, re-enactment and any sub-ordinate legislation thereunder made from time to time.
- 2.2 This Agreement shall be governed by the provisions of the Telecom Executive Regulation and the Access & Interconnection Regulation.
- 2.3 Terms which are not defined in this Agreement -- shall have the meanings given to those terms in any regulations, decisions or other relevant legislation or decisions issued by the TRA or the Ministry of Transport and Telecommunications pursuant to the Telecom Act.
- 2.4 This Agreement incorporates by reference the attached Annexes (A to E) and any orders. In the event of any inconsistency between the documents, the following order shall take precedence: (1) any order; (2) the Annexes; and (3) this Main Agreement.
- 2.5 Once any improved/customized 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.

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### 3 ACCESS AND INTERCONNECTION SERVICES

This Clause shall be governed by Chapter Six of the Telecommunications Regulatory Act, Chapter 16 of the Executive Regulation issued by Decision No. 144/2008 (as amended) as well as the Access and Interconnection Regulation issued by Decision No. 25/2016 ("A&I Regulation").

- 3.1 The Sub-Annexes provide details of the Access and Interconnection Services to be provided by the Parties.
- 3.2 Access and Interconnection are made available to the Operator at defined geographical points as defined in the Sub-Annexes thereto. The Parties agree that the technical standards which shall apply are those set out in Annex E and the Parties shall comply with such standards.
- 3.3 The Point of Interconnection shall be the point at which the networks of the Parties connect and shall be a physical point where the connection can be disconnected in order to conduct testing, as indicated in Annex E. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the Point of Interconnection to such Party's Network in order to meet the agreed forecasts in Clause 9. Each Party shall be wholly responsible for the operation and maintenance of the relevant transmission medium in each case.
- 3.4 The Access Seeker Interconnection Service "Collocation on Access Seeker's Land", as described in Sub-Annex B-13 shall connect the Parties' Networks to carry traffic to and from both Parties networks. Implementation of other Interconnection Services may from time to time be agreed between the Parties as provided for in this Agreement.
- 3.5 For the avoidance of doubt and notwithstanding the Access and Interconnection between the Access Seeker Network and the Access Provider Network, neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Sub-Annex to Annex B.
- 3.6 Notwithstanding the provisions of Clause 3.5, if one Party (the "Sending Party") hands over to the other Party (the "Receiving Party") Calls of a category that are not referred to in Annex B of this Agreement, and the Receiving Party does not reject those Calls, but rather processes them by delivery to end-customers or to another operator, then the Receiving Party may charge the Sending Party for conveying or Interconnection Services attending processing of such Calls provided always that:
  - The Receiving Party shall notify the Sending Party immediately upon the Receiving Party becoming aware that Calls of the relevant category are being received;
  - The Sending Party shall notify the Receiving Party immediately upon the Sending Party becoming aware that Calls of the relevant category are being sent;
  - Unless otherwise agreed between the Parties, the Receiving Party shall cease and desist from accepting and processing such Calls as soon as is technically practicable following the instruction of the Sending Party;
  - Unless otherwise agreed between the Parties, the Sending Party shall as soon as is technically practicable cease and desist from sending such Calls following becoming aware, through notification by the Receiving Party or otherwise that such Calls are being sent;

- The Receiving Party shall provide sufficient information to the Sending Party to allow the volume, duration and nature of such Calls to be determined with reasonable accuracy; and
  - └ The Parties shall cooperate to establish the technical reason or reasons for which such Calls have been sent and received.
- 3.7** The Parties agree that in the event that the call conveying or Interconnection Services attending to processing of such Calls are identical to or substantially similar to call conveying or Interconnection Services that the Receiving Party provides to the Sending Party or to other parties on a commercial basis, then the bona fide charge rates applied by the Receiving Party for provision of such identical or substantially similar Interconnection Services will prevail. The Sending Party shall not unreasonably refuse to pay charges based upon such rates as provided for under the terms of this Clause.
- 3.8** In the event call conveyance or Interconnection Services attending to processing of such Calls are not identical or substantially similar to call conveying or Interconnection Services that the Receiving Party provides to the Sending Party or to other parties on a commercial basis, then the Parties commit to negotiate in good faith to arrive at equitable agreement regarding amounts to be charged by the Receiving Party to the Sending Party. Failing such agreement, the dispute resolution provisions of Clause 33 of this Agreement will apply.
- 3.9** The Parties mutually reserve the right to an option to negotiate in order to agree upon a different basis for charging to that set out in the pricing section of each Annex in accordance with the provisions of Article (46) of the Telecom Act, and Articles (81) and (82) of the Executive Regulation and (or) the relevant TRA's regulations subject to the approval of the TRA and such revised charging basis shall be made available to Requesting Parties and Wholesale Customers (as defined in Decision No. 25/2016) on a non-discriminatory basis.
- 3.10** It is agreed between the Parties, and nothing in this Agreement shall be construed to mean anything to the contrary, that there will be no obligations between the Parties with respect to minimum usage commitments of the services unless specified in an Order.

## 4 MEASUREMENT OF INTERCONNECTION SERVICES

This Clause shall be governed with the provisions of the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended) and the A&I Regulation.

- 4.1 The Parties shall provide appropriate measurement and recording related to all of the services to be provided under the terms of this Agreement, including but not limited to measurement of traffic each Party provides to the other as provided for under the terms of this Agreement and for which such Party will be the Billing Party.
- 4.2 Each Party shall ensure that it records and measures the services to be provided under the terms of this Agreement in sufficient detail to meet its obligations as outlined in Annex B and the applicable Sub-Annex.

## 5 SYSTEM ALTERATION

This clause shall be governed by the provisions of the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended) and the A&I Regulation.

- 5.1** A Party (the "Requesting Party") wishing to make a System Alteration shall give to the other Party (the "Requested Party") not less than three (3) months written notice prior to the start date for the implementation of the anticipated System Alteration. The notice shall specify the reason for the System Alteration, technical information in sufficient detail to allow the Requested Party to assess the extent of changes to its System and the date of the anticipated implementation.
- 5.2** The Requested Party shall notify the Requesting Party as soon as practicable, but in any event not more than one (1) month after receipt of such notice, of any alterations required to that Party's System as a result of the proposed System Alteration and, if the provisions in Clause 5.6 do not apply, a quotation for the cost of such alterations calculated on the basis of the minimum cost consistent with international best practice.
- 5.3** If the Requesting Party agrees to the alterations required to the Requested Party's System and agrees to the quotation if applicable, the Parties shall agree to a plan within two (2) months of receipt of the notice referred to in Clause 5.2 to implement the System Alteration and the resultant alterations to the Requested Party's System. The System Alteration shall be carried out and the Requested Party shall carry out such alterations to its System in accordance with the agreed plan which shall include any testing that may be necessary.
- 5.4** If the provisions in Clause 5.6 do not apply, and if the Requesting Party giving the notice pursuant to Clause 5.1 does not agree to the alterations notified to it pursuant to Clause 5.2 and/or the quotation referred to therein, the Requesting Party shall so notify the Requested Party, and the Parties shall treat the matter as a Dispute according to Clause 33 herein. The Requesting Party shall not implement the relevant System Alteration until such Dispute is resolved.
- 5.5** In the event that Clause 5.3 applies, upon completion of the relevant alteration to the Requested Party's System, the Requested Party shall invoice the Requesting Party for the costs of such alteration for an amount not exceeding the quotation agreed under Clause 5.3. In any event, such invoice shall be in accordance with the terms of the agreement reached in relation to the relevant alteration pursuant to Clause 5.3. For the avoidance of doubt, any such charges shall be reasonable and objectively justifiable and Ooredoo shall substantiate them on request.
- 5.6** Each Party shall pay its own costs arising out of the System Alteration, including all relevant testing and the costs of the alterations to the Requested Party's System, if:
- (i) the Parties agree in writing to change their respective Systems for their mutual benefit;  
or
  - (ii) the System Alteration is required by a decision of the TRA pursuant to the powers given to it under the Telecommunications Law, the Telecommunications Executive Regulations or the Interconnection Regulations or such other Government Authority with the authority to issue binding decisions which directs each Party to pay its own costs; or

- (iii) the System Alteration is to implement a technical standard generally agreed among operators of Systems or a body which represents the interests of all operators; or
- (iv) the work resulting from such System Alteration is for testing of any upgrade to the Parties' Systems provided always that the Parties shall have agreed upon the nature and extent of such testing in advance.

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## 6 NUMBERING

- 6.1 Each Party shall use numbers in accordance with the National Numbering Plan of Oman.
- 6.2 CLI shall be used for presentation purposes in accordance with the CLI Presentation. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the relevant data protection legislation in Oman as well as the requirements of individual customers of the Parties, subject to security and/or emergency requirements.
- 6.3 If restriction of presentation of A-number is required of or requested by either of the Parties then the Parties shall enter good faith negotiations concerning the use of CLI-Presentation and CLI-Restriction provided always that the Parties commit to adherence to relevant Omani legislation.
- 6.4 The Parties shall endeavour to minimise the number changes in each others' respective Networks by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and accurate billing.
- 6.5 In order to ensure the timely implementation of Numbers, the procedures specified in Annex C shall apply and the Parties shall comply with such procedures.
- 6.6 Number implementation required to activate Customer Number Ranges allocated or amended by TRA shall be chargeable as provided for in Annex C.

## 7 OPERATION AND MAINTENANCE

- 7.1 Each Party is responsible for the operations and maintenance of its Network. The Parties undertake to cooperate and to take any action which is necessary for the purposes of operation and maintenance of circuits and network equipment related to Interconnection in accordance with ITU and ETSI recommendations, decisions of the TRA and Clause 17.
- 7.2 Each Party shall keep the other Party informed at all times about planned interruptions, upgrades, and any other planned situation in its Network and other relevant facilities which will affect the exchange of Interconnection Traffic between the Parties' Networks. This will include short term very high peaks of traffic resulting from planned "tele-voting" or similar events. This will enable the parties to take the necessary action to minimise the impact of such situations on its customers.
- 7.3 The names and contact details of the persons of each Party who shall be responsible for actions in relation to the fulfilment of the obligations of the Parties with respect to operations and maintenance of their respective Networks and other relevant facilities are set out in Annex D.
- 7.4 In case of fault situations in the Network and / or other relevant facilities of either Party which affect Interconnection, the Party in whose Network and /or other relevant facilities the fault situation occurs shall report the fault situation to the other Party by telephone call followed by written report dispatched by fax or email. Fault reports shall be submitted irrespective of the hour on any given day throughout any year. Fault reports shall be submitted to the other Party's nominated person in accordance with the details in Annex D.

## 8 COMMENCEMENT AND DURATION

8.1 This Agreement takes effect on the date above or on the effective date of the TRA's final decision approving and enacting this Agreement, whichever is later.

8.2 This Agreement shall continue for an indefinite period of time, subject to Clause 19 below and unless otherwise ordered by the TRA.

8.3 Each Order shall have a minimum commitment term of twelve (12) months ("Initial Order Term") unless otherwise specified in an Order. The Order shall renew for further twelve (12) month periods ("Renewed Order Term/s"), unless either party has provided notice of its intention not to renew at least 90 days before the end of the Initial Order Term or any Renewed Order Term. If any Order is terminated before the completion of the Initial Order Term or any Renewed Order Term, the Requesting Party shall be required to pay early termination fees equivalent to the amounts payable for the remaining months in such term.

## 9 TRAFFIC AND CAPACITY FORECASTING

- 9.1 In addition to those set out in Annex A (Definitions), the following definitions shall apply:
- (i) "Forecast" shall mean four (4) quarters rolling forecasted numbers per quarter per Service updated by the Access Seeker every quarter and submitted to the Access Provider;
  - (ii) "Committed Forecast" shall mean 80% of the forecasted numbers per month in the quarter following three (3) months and ten (10) Working Days after the submission of the Forecast to the Access Provider.
- 9.2 Forecasts shall be used by the Parties for planning sufficient Switch and Distribution Network capacity. The Parties shall use reasonable endeavours to provide accurate Traffic Forecasts based on achievable numbers. For the avoidance of doubt, compensation shall not be payable for inaccurate/ incorrect forecasting.
- 9.3 Forecasts shall be provided 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 1<sup>st</sup> October, 1<sup>st</sup> January, 1<sup>st</sup> April and 1<sup>st</sup> July in each year.
- 9.4 The Traffic Forecasts shall cover the following 1 (one) year broken down for each quarter.
- 9.5 The Access Seeker shall commit to the Committed Forecast, for example:
- Ten (10) Working Days prior to the start of the 1<sup>st</sup> of January, the Access Seeker provides a quarterly Forecast broken down per month where possible covering the period from 1<sup>st</sup> January to 31<sup>st</sup> December. The Access Seeker commits to 80% of the numbers forecasted for April, May and June (i.e the Committed Forecast).
- 9.6 For the avoidance of doubt, where possible given the relevant order and delivery times, three (3) calendar months and ten (10) Working Days before the launch of any Service, the Access Seeker shall provide the Access Provider the first twelve (12) months' Forecast. For the avoidance of doubt where the Requesting Party requires services which exceed the forecasted amount Ooredoo shall seek to provide these as soon as practicable, but shall not be subject to any otherwise agreed or stipulated delivery times.
- 9.7 The Parties may agree in writing to modify the procedures, forms and contents of the Forecasts if and when additional Traffic Routes and/or Traffic Streams are identified or if presently planned Traffic Routes are subdivided.
- 9.8 The Parties will allow for a 20% margin of error for Forecasting. Neither Party shall be obliged to pay compensation for providing the other Party with inaccurate/incorrect forecasting. However, the Access Provider will not guarantee the quality of service to be provided if traffic is higher than forecast and outside this margin of error. The Access Provider shall at the same time notify the Access Seeker the time it will need to be able to meet the requirements of the increased demand so as to be able to deliver at the same quality of service that it would have delivered had the demand been within the forecasted range.
- 9.9 Regardless of above, where the Requesting Party's actual numbers are less than 80% of the forecasted numbers and if Ooredoo, based on such forecasts, has purchased any equipment or facilities that cannot be reasonably used elsewhere within the network then the Requesting Party may be obliged to pay all

objectively incurred costs that have been incurred by Ooredoo provided Ooredoo shall substantiate all such costs on request.



## 10 CHARGES, BILLING, AND PAYMENT

- 10.1** This clause shall be governed by the provisions of the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended) as well as the A&I Regulation.
- 10.2** The Parties shall pay to each other the charges for the applicable Access and Interconnection Services specified in the relevant Annex.
- 10.3** The charges shall be paid in accordance with this Agreement and in particular the requirements of –the relevant Service Annex hereof. No charges shall be payable under this Agreement unless such charges are specifically referred to in this Agreement and are compliant with the relevant regulations. In the event of any changes in such charges, these changes shall only apply if they are made in accordance with this Agreement and the relevant laws and further they shall not apply retrospectively provided always that the Parties shall abide by mandatory directives of the TRA as provided for by applicable Omani law and furthermore shall abide by any judgment delivered by a court of competent jurisdiction.
- 10.4** The chargeable time for each Call, unless specifically stated as otherwise, shall be the “conversation time” in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar del Plata, 1968; amended at Melbourne, 1988).
- 10.5** Each Party shall issue invoices and pay invoices in accordance with the procedures outlined in this Clause 10. The amounts of all such invoices shall be calculated in accordance with the relevant Service Annex. Any invoice submitted by a Party should at a minimum contain the following:
- (i) The relevant billing period (specifying start date and end date);
  - (ii) The total net amount (in relevant currency);
  - (iii) The relevant tax amount, if any;
  - (iv) The invoice date (i.e. date the invoice is dispatched); and
  - (v) The due date for full payment.
- 10.6** At the end of each Billing Period the Billing Party shall submit to the other Party, invoices for charges for Calls as outlined in Clause 10.4 and other Interconnection Services provided pursuant to this Agreement for which the Billing Party is entitled to charge the other Party (and for which the other Party is obliged to pay to the Billing Party) during such Billing Period.
- 10.7** All charges payable under this Agreement shall be calculated in accordance with this Agreement and at the rates specified from time to time in each relevant Annex and/or Sub-Annex, as applicable. Invoices submitted under this Agreement shall be paid in accordance with this Clause 10.
- 10.8** For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of dispatch of that invoice and the date of dispatch shall be the date of issue of such invoice for the purposes of this Interconnection & Access Agreement.
- 10.9** Both Parties shall raise all invoices or a notice of forthcoming invoice for Services provided to the other no later than 12 (twelve) months after the respective Services were provided.
- 10.10** 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.

- 10.11** Unless expressly set out in this Agreement or agreed between the Parties in writing, there shall be no right of set-off with amounts due under this Agreement or between the Parties in respect of any outstanding payments due as between them pursuant to this Agreement or any other agreements.
- 10.12** All payments made pursuant to this Agreement shall be in Omani Rials (OMR).
- 10.13** All fees and charges in this Agreement or any Annexes or orders are exclusive of applicable sales, value-added, and other taxes, tax-like charges, and tax-related and other surcharges ("Taxes").
- 10.14** Subject to what is stated below, all charges detailed on invoices issued pursuant to this Agreement shall be payable by the Due Date. Invoices are due and payable in Omani Rials. Invoices are payable within 30 (thirty) Calendar Days from the date of their issue (the "Due Date") unless otherwise agreed in writing. In the event that an invoice is not paid by the Due Date (and subject to any agreement to the contrary, decision or award pursuant to the process for resolution of Billing Disputes set out in –Clause 12 hereof) the Billed Party shall pay, in addition to the amount of the invoice, interest thereon at the rate of 0.035 % per day from the Due Date until the date of payment in full of such invoice. For the avoidance of doubt, the principle of "Simple Interest" shall apply; that is, interest shall accrue on the amount owing only and shall not be compounded.
- 10.15** Any credit notes issued by a Billing Party or resulting from the dispute resolution process in Clause 12 of this main body will be offset against any payments due in the next Billing Period's invoice provided there are no outstanding payments due at that time (except formally disputed amounts pursuant to Clause 12).
- 10.16** In the event that a 'Dispute' resolution procedure has been initiated by the invoiced Party, as provided by this Agreement including Clause 12 below, the interest shall be limited to the prevailing base interest rate of the National Bank of Oman on the Due Date, payable from the Due Date. Such interest shall accrue on a daily non-compounded basis.
- 10.17** No Party shall make any deductions, reductions or offsets in respect of any accounts, for any unpaid debts or unrecoverable claims, including but not limited to claims arising from cases of fraud, which that Party has against or with respect to its customers or Third Parties unless specifically agreed between the Parties in writing.
- 10.18** Settlement netting procedures shall not apply to this Agreement. Both Parties shall pay each other's Invoices in full without deductions for any invoices issued by the other except as expressly provided for in this main body.
- 10.19** Payment costs of invoice amounts are borne by the Billed Party.

## 11 CDR Data

- 11.1** Each Party shall, for which it is or will be the Billing Party, collect and record on an itemised Call basis, and process in accordance with below clauses.
- 11.2** CDR Data shall in the case of Calls relating to each Call attributable to an Interconnection Service referenced in Annex B of this Agreement, include:
- (a) Point of Interconnection across which the Call was handed over between the Parties; and
  - (b) "B" number contained in the SS7 Call set up sequence (the dialled digits);
  - (c) "A" number contained in the SS7 Call set up sequence;
  - (d) the date and the time when the SS7 Answer Signal in the backward direction is detected by the relevant POI interconnected Switch/MSC of the Billing Party;
  - (e) Chargeable Call Duration in seconds; and
  - (f) The Interconnection Service type involved with all details thereof in accordance with the detail set out in the relevant Sub-Annex.
- 11.3** In the event of a Billing Dispute the Billing Party shall provide to the Billed Party all CDR Data. The charge related to provide SMS CDR will be 500 OMR per month and the cost related to provide Voice CDR will be 700 OMR per month. If it is found later that the Billing Dispute was raised correctly then the charges related to provide CDR's will be credited. For the avoidance of doubt, the Billing Party shall supply to the Billed Party for each invoice issued and at no extra costs, the full CDR for it. As such, the provisions above shall only apply where the Billed Party specifically orders such CDR data.
- 11.4** The above-mentioned CDR data shall form the basis of calculation on the number and duration of Calls and money owed for a particular Interconnection Service in the relevant Usage Report and Invoice.
- 11.5** All Calls will be recorded and charged in seconds unless stated otherwise in the applicable Interconnection Service Sub -Annex.
- 11.6** All Tariffs as set out in Sub Annexes to this agreement of both Parties are in Omani Rials, unless stated otherwise.
- 11.7** If a Call extends over 2 or more Tariff Time Periods the said Call shall be recorded as one (1) single Call. The Chargeable Call Duration shall be calculated according to the tariff applicable to the Tariff Time Period in which the Call commenced.
- 11.8** If a Call commences in one Billing Period and ends in another Billing Period it shall be recorded as one call in the Billing Period in which it commenced.
- 11.9** If a call commences in one 24-hour day (00:00:00 hours to 23:59:59 hours), and finishes in the next day, it is counted as one call in the 24-hour day in which it commenced.
- 11.10** Each Call Duration shall be recorded in seconds. Seconds shall be rounded up to the nearest whole second. Seconds shall not be rounded down.

**11.11** Any one off/installation, monthly or quarterly recurring charges will be contained in the Interconnect General Report (see below) of the applicable Billing Period. In the first Billing Period of a new or additional capacity, the charges will be calculated on a pro rata basis from the date commercial operations commenced in that month.

**11.12** All CDR Data shall be processed in accordance with the requirements of this Clause.

**11.13** The Billing Party shall process the CDR Data with respect to Calls so as to produce the following Billing Information:

- (a) Invoices for the relevant Billing Period – supported by the Interconnection Usage Report and the Interconnection General Report for the same Billing Period regarding Interconnection Services contained in the Sub-Annexes it has supplied to the other Party.
- (b) Interconnection General Report – containing monthly/quarterly/annual fixed recurring charges and non-recurring charges.
- (c) Interconnection Usage Report - containing summarized Call traffic for all Interconnection Services provided.
- (d) The matrix outlined below in Table 1, which shall be referred to as the Interconnection Usage Report.

**11.14**

**TABLE 1**

Call type			
Interconnection Service type pursuant to Annex B	Number of Calls	Total Duration	Total Revenue
	N	M	R
<b>TOTAL</b>		$\Sigma M$	$\Sigma R$

Where: N = the total number of Calls by type

Where M = the total Chargeable Call Duration of all Calls in minutes

Where R = the total Revenue Charge which will comprise:

M x Rate per minute

**11.15** In the case of International outbound Calls, details as illustrated in Table 2 shall be provided. Country names are for illustrative purposes only.

Call Type	Total Number of Calls	Total Duration	Total Revenue
International Outgoing Termination Service	{N}	M	R
AFGHANISTAN	N	M	R
ALASKA – USA	N	M	R
ALBANIA	N	M	R
ALGERIA	N	M	R
AMERICAN SAMOA	N	M	R
ANDORRA	N	M	R
<b>TOTAL</b>		$\Sigma M$	$\Sigma R$

**11.16** Transit segment call numbers are referenced in parentheses to avoid double-counting; each transit call shall also appear as an international call, referenced by destination. Call quantities in parentheses shall not be included in the summation to yield the total number of calls  $\Sigma N$ .

**11.17** The total duration of all Calls shall be itemized in the Interconnection Usage Report in minutes and seconds and summarized, then rounded up to the next number of whole minute for each Interconnection Service.

**11.18** The Interconnection Usage Report and Interconnection General Report shall be provided by the Billing Party to the other Party together with the resulting invoice based upon the said reports not later than 5 weeks after the end of each Billing Period.

**11.19** The Billing Period for Interconnection Traffic shall be monthly commencing from 00:00:00 hours on the 1st day of each calendar month and ending at 23:59:59 hours on the last day of the month.

**11.20** Any invoice or credit note transmitted between the Parties will contain the following information, in addition to any legally required information

- (a) Relevant Billing Period;
- (b) Reference to the Interconnection Reports on which the invoice is based;
- (c) Total net amount in Omani Rials;
- (d) Relevant Tax amount;
- (e) Total amount due in Omani Rials;
- (f) Date the Invoice was issued
- (g) Due Date for full payment.

- 11.21** In the event of any modifications to the Parties respective Interconnection Services, the prices contained in the Sub Annexes shall have no retroactive effect unless otherwise agreed in writing between the Parties or unless explicitly directed to be retroactive by the TRA.
- 11.22** The Billing Party shall for a period of 24 months store all individual CDRs associated with an invoice.
- 11.23** The Billing Party shall, for a period of 36 months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from one Party to the other to take account of changes in the relevant prices.
- 11.24** If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an invoice, the Billed Party shall (at a reasonable cost charged to the Billing Party by the Billed Party) at the request of the Billing Party use its reasonable effort to supply, using its own sources of such information, the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party or the Billed Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the Billed Party to the Billing Party. The Parties acknowledge that Billing Information supplied by the Billed Party pursuant to this Clause shall have been supplied via a verification system (rather than a Billing System) and the Billed Party cannot warrant that the information is free of error.
- 11.25** In the event that the CDR Data and / or Billing information upon which the Billing Party would normally base an invoice is lost for whatever reason, and the Billing Party is not able to issue an invoice for a Billing Period using such Billing Information, the Billing Party may estimate such information. The Billing Party shall advise the Billed Party of the fact that any invoice is estimated rather than based upon CDR Data together with the Billing Information for the relevant Billing Period together with the reasons for using estimates.
- 11.26** If either of the Parties' monitoring of its Billing Information indicates a Persistent Inconsistency in reconciling or verifying Billing Information provided by the other, the Parties shall use their reasonable endeavours to ascertain the cause of such inconsistency and shall cooperate fully with each other in so doing.
- 11.27** Subject to this –Clause 11 final full clearing of estimated invoices must take place within 3 months of the date of issue of the estimated invoice.

## 12 BILLING DISPUTES

- 12.1** If either Party disputes the amount stated in an invoice as being payable by it to the Billing Party, such Party (the Billed Party) shall no later than the Due Date for such invoice, deliver to the Billing Party a notice in writing containing the details of such dispute ("Notice of Dispute") requesting further information or all of the Billing Information (including CDR Data) relating to that Billing Period's disputed invoice.
- 12.2** Within seven (7) Working Days of receipt of the Notice of Dispute the Billing Party shall furnish the Billed Party with such Billing Information, CDR Data and other reasonable information as may be required by the Billed Party in order to verify the amount as being accurate and payable in the relevant invoice.
- 12.3** The Parties shall then within a further ten (10) Working Days from the receipt of all requested Billing Information and other information reasonably requested meet and consult with each other in order to resolve the dispute in relation to the relevant invoice (the "Billing Dispute").
- 12.4** The Parties shall use their reasonable endeavours to resolve the Billing Dispute within ten (10) Working Days of the date referred to in 12.3 above. In the event that the Billing Dispute cannot be resolved within the time period in 12.3 above relating to the relevant invoice, then the Billing Dispute shall be resolved in accordance with Clause 33.9.
- 12.5** Unless otherwise agreed in writing between the Parties, in the event of a Billing Dispute in relation to an invoice which is resolved either by it being amicably settled between the Parties or in accordance with the other procedures referred herein interest in accordance with Clause 10.14 of this Agreement- shall be payable on any amounts which are held to be payable by the Billed Party to the Billing Party in accordance with such Billing Dispute Resolution Procedure.
- 12.6** At all times, the Parties shall:
- (a) Act in good faith with respect to any Notice of Dispute or Billing Dispute;
  - (b) Cooperate fully with each other in the exchange of relevant information with respect to any Billing Dispute;
  - (c) Cooperate fully with any independent third party expert appointed to determine the dispute or in respect of any other dispute resolution process which may be undertaken pursuant to this Interconnection & Access Agreement;
  - (d) Pay their own costs arising out of and in the course of any Billing Dispute subject to any orders as to the payment of such costs which may be made by the TRA or any arbitrator appointed to determine the dispute or in the Regulation;
  - (e) Comply fully with any agreement, order, decision or award which may be reached or made in respect of a Billing Dispute;
  - (f) Not withhold the payment of any amounts with respect to any invoice which are not in dispute beyond the Due Dates with respect to each such invoice;

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- (g) Pay interest at the rates set out in Clause 10.14 of this Agreement upon all amounts outstanding with respect to each invoice (whether such amounts are a part or whole of each such invoice) unless agreed otherwise in writing between the Parties; and
- (h) Share equally the costs of any independent third party auditor appointed pursuant to Clause 6.6 above promptly and in accordance with the terms and conditions given by such consultants for their appointment.

**12.7** In the event of the Billed Party disputing any amount stated in an invoice, the undisputed amount of such invoice shall nevertheless be payable by the Billed Party to the Billing Party by the Due Date.

**12.8** No Billing Dispute regarding the Usage Report shall exist where the difference between the amounts which the Billed Party believes is due under an invoice and the amount of an invoice delivered to the Billed Party is 0.5% or less.

**12.9** Clause 12.8 above shall not apply to Persistent Inconsistency Disputes or to disputed amounts in the General Report.

**12.10** Either Party may in the following circumstances, initiate the 'Persistent Inconsistency Dispute' procedure provided under this Clause 12 by sending a 'Notice of Persistent Inconsistency Dispute' to the other Party if:

- (i) More than 50% of Interconnection Services in any Interconnect Usage or Interconnect General Report have discrepancies of more than 0.5% in any one invoice; or
- (ii) For at least three (3) Billing Periods' invoices/reports out of the last seven (7) Billing Periods a pattern of consistent discrepancies occurs on one or more of the Interconnection Services in the Interconnect Usage or Interconnect General Reports.

**12.11** This type of Persistent Inconsistency Dispute cannot be initiated with respect to invoices dating back to more than seven (7) months from the date of the 'Notice of Persistent Inconsistency Dispute'.

**12.12** In the event of a Persistent Inconsistency occurring the procedures referred to in this main body shall apply as between the Parties save that where there is reference to a Billing Dispute in Clause 12.3, it shall be replaced with a reference to a "Persistent Inconsistency Dispute".

**12.13** The occurrence and/or investigation of discrepancies as described in this Clause 12 shall not cause any delay in the normal procedure of accounting, billing, invoicing and payments as described in this Clause.

**12.14** If the Parties cannot agree on the reasons for the discrepancies or the actions to take to eliminate the reasons for discrepancies or any other matter any of the Parties can invoke a dispute according to the ruling of Clause 33.

## 13 FINANCIAL SECURITY

- 13.1** It is a condition precedent to this Agreement that Access Seeker shall provide to Access Provider such financial security ((in the form of a bank or other guarantee acceptable in the Sultanate of Oman for commercial transactions) as in the reasonable opinion of Access Provider is appropriate as security against Access Seeker's non-compliance with or non-observance of any of the provisions hereof (including without limitation the failure to pay charges), unless otherwise agreed by Access Provider in writing, such waiver to be exercised on a non-discriminatory basis. The amount of the financial guarantee shall be the average quarterly payment from the Access Seeker to Access Provider during the 12 (twelve) month period preceding such request from Access Provider.
- 13.2** The first bank or other guarantee shall be calculated on the basis of 3 times the average monthly forecast submitted by the Requesting Party for each service for the first six months. After six months have elapsed it shall be calculated on the basis of 3 times the average invoice value during the past three (3) months and shall be revised quarterly.
- 13.3** Refusal or failure to provide such security if applicable within thirty (30) days (or such longer period as Access Provider may reasonably allow) from the date of the Access Provider's request for the same signing this agreement/ becoming effective and in accordance with the provisions of the Access and Interconnection Regulation (25/2016), shall be deemed to be a breach of this Agreement by Access Seeker.

## 15 CUSTOMER RELATIONSHIP

- 15.1 Each Party shall instruct its staff, contractors, agents, and employees to refrain from any public criticism of the other Party or from criticism of the other Party to a customer in relation to any matter that has arisen as a result of the operation of this Agreement.
- 15.2 The Parties shall not withhold any payment to the other Party on account of non-payment of debts owed to that Party by its customers.
- 15.3 The Parties agree to cooperate with each other in order to detect and prevent fraudulent use, theft, or misuse of each other's services or equipment. If one Party becomes aware of possible fraudulent use, theft, or misuse of the other Party's services or equipment, it shall promptly inform the other Party.

## 16 CONFIDENTIALITY

This clause shall be governed by the provisions of the Telecom Act (as amended) as well as the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended).

**16.1** The Parties agree to treat all confidential information defined as such in Clause 16.2 below as confidential.

**16.2** For the purpose of this Agreement "Confidential Information" includes information of whatever nature relating to either Party or its customers which is not publicly available and which is obtained as a result of or in connection with this Agreement or the negotiations thereof or the activities of either Party in relation to the Agreement including without limitation information acquired either in writing, electronically or orally from or pursuant to discussions with:

- (i) the directors, officers or employees of either Party, and/or
- (ii) either Party's professional advisers; and/or
- (iii) analyses, compilations, studies and other documents prepared by or on behalf of either Party and of their employees or advisers; and/or

information of whatever nature which is not in the public domain relating to either Party obtained by observation by the other Party.

**16.3** The Parties shall take all reasonable and necessary measures to ensure that any business proprietary or confidential information obtained in relation to the negotiation, provision, or receipt of any access or interconnection services is collected, processed, and stored in a secure manner so as to protect the confidentiality of the information and limit the access to the information to personnel or contracted parties with a legitimate need to utilize that information for the purposes of provision or receipt of the access or interconnection services requested.

**16.4** The Party providing services hereunder shall not use any business proprietary or confidential information, including customer confidential information, obtained from the other Party pursuant to this Agreement for any reason other than to provide the access and/or interconnection services. In particular, the Party providing services shall not use such information for the purpose of providing a commercial advantage to itself or its retail business operation.

**16.5** Each Party may disclose the Confidential Information of the other Party in the following circumstances:

- (a) to any of its officers, employees, related bodies corporate, subcontractors and advisers ("**Recipients**"), provided that the receiving party shall ensure the Recipient is made aware of and complies with the receiving party's obligations of confidentiality as if the recipient was a party to this Agreement;
- (b) where disclosure is required by law, or by any regulatory body which regulates the conduct of the receiving party such as the TRA, or where the party is pursuing, on its own motion, any issue with the relevant authority provided that the receiving party shall notify the relevant authority that the information is confidential and subject to contractual confidentiality provisions and shall only disclose to the extent that is required in the circumstances;
- (c) when, without breach of this Agreement by the receiving party, the Confidential Information is:
  - (i) publicly available;
  - (ii) in the receiving party's possession prior to disclosure by the disclosing party; and
  - (iii) independently developed by the receiving party without breach of this Agreement.

## 17 QUALITY OF SERVICE

**17.1** Each Party undertakes that the quality of the Interconnection Services that it provides to the other Party pursuant to this Agreement shall comply with the quality standards stated in applicable recommendations in Oman, ETSI, the ITU and the quality of service guidelines issued by the Telecommunications Regulatory Authority from time to time (the "Quality of Service Standards").

**17.2 Minimum Quality of Service Level**

- (i) The Parties shall commence working together to establish metrics and procedures for Service Levels. The following Key Performance Indicators (KPI's) will be used initially and shall be considered aspirational and non-committal until the Parties agree otherwise.
- (ii) The Parties agree to report on a monthly basis to the other Party only the KPI's that have not been achieved the previous month.
- (iii) The monthly report shall be sent by each Party within the first five (5) working days of the new calendar month.
- (iv) Key Performance Indicators

KPI	Measurement and definition	Ooredoo target	Company target
1. Traffic routes utilization	Normal busy hour means the busy hour on the fourth most busy day during the last month.  Consideration of Forecasts should be taken.	<= 80 % in normal busy hour	<= 80 % in normal busy hour
2. Signalling routes utilization	Normal busy hour means the busy hour on the fourth most busy day during the last month.  Consideration of Forecasts should be taken.	<= 25 % in normal busy hour	<= 25 % in normal busy hour
3. Call set-up success ratio (signalling part)	Measured as an average of the calendar month.	>= 96%	>= 96 %
4. Route Devices blocked (sealed, manually blocked, maintenance blocked)	Normal busy hour means the busy hour on the fourth most busy day during the last month.	<=5% in normal busy hour	<=5% in normal busy hour
5. Call completion ration excluding B-part busy cases (B-party not present or busy)	Measured as an average of the calendar month.  Excluding coverage related cases on Nawras Mobile side.	>= 98%	>= 98%
6. Availability of POI	Outages due to Force Majeure and planned work	>= 99,95 %	N/a

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KPI	Measurement and definition	Ooredoo target	Company target
	should be considered as available time. Measurement taken over calendar year.		
7. Percentage of network terminated calls (uncompleted calls) due to technical problems	Drop in a successful calls Measured as an average of the calendar month.	<= 6%	<= 6%
8. Time To Resolve critical faults	Measured as an average of the calendar year	95% within 2 hours 99% within 4 hours	95% within 2 hours 99 % within 4 hours
9. Informing the other Party in case Non Availability of the service as determined by the NOC	Measured as an average of the calendar month.	<= 30 minutes	<= 30 minutes
10. Call set-up time	Measured quarterly	Less than 8 seconds	Less than 8 seconds
11. Unsuccessful call ratio	Calculated quarterly during busy hour	Less than 3%	Less than 3%
12. Call drop rate	Calculated quarterly	Less than 0.8%	Less than 0.8%
13. Data packet network connection success rate	Calculated quarterly	Over 95%	Over 95%
15. Billing accuracy	Per 1000 bills	Established service: no less than 99% Newly launched service: No less than 90% for the first two invoicing periods and no less than 99% thereafter	Established service: no less than 99% Newly launched service: No less than 90% for the first two invoicing periods and no less than 99% thereafter
16. Congestion factor	Percentage of calls dropped due to network congestion - quarterly	Under 5%	Under 5%
17. Service availability	Outages due to Force Majeure and planned work should be considered as available time.	99.95%	99.95%

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KPI	Measurement and definition	Ooredoo target	Company target
	Measurement taken over calendar year.		

### 17.3 Service Ordering

- 17.3.1 Access Provider shall within two (2) Working Days after receiving the Submitted Order (SO) send an Order Acknowledgement (OA) that Access Provider has received the order.
- 17.3.2 An order shall, to be deemed valid, include all of the information which is needed. Access Provider shall, in the case of each service that may be ordered pursuant to this Agreement, provide a form which will indicate clearly all such needed information.
- 17.3.3 Where clarification is required for an order, Access Provider will initiate bilateral discussions and these will take place to correct the order details before the order is placed. Access Provider will contact the Access Seeker contact as detailed in the order.
- 17.3.4 Access Provider shall at the latest within fifteen (15) Working Days after receiving the Order inform Access Seeker about the Delivery Due Date (DDD) as part of the OA.
- 17.3.5 Access Seeker accepts the DDD by signing it and sending it to the Access Provider designated contact person and thereby the Acceptance of order (AO) document is considered to be a binding agreement between the parties. If Access Seeker does not confirm the acceptance of the DDD within thirty (30s) Working Days, the DDD shall be deemed as declined and implementation of the order will not start.
- 17.3.6 The Parties may jointly agree in writing to handle changes and cancellations of orders as is suitable on a case by case basis involving both Parties best efforts to solve the mutual problems that changes and cancellations incur. If the Parties cannot find a mutual solution and if the Parties have not agreed differently, a change of an order shall be deemed to be an order cancellation followed by a new order.
- 17.2.7 Cancellation of orders prior to an agreed delivery date is subject to charges. Cancellation of orders regarding which a delivery date has not been met shall not be subject to any cancellation fees or charges. If the Parties have not agreed otherwise or cancellation fees are specified in a Sub-Annex, the cancellation fee shall be 12.5% of the value of the order. The value of the order is calculated as the sum of the first six months payment(s).
- 17.3.8 The Parties shall adhere to the following KPIs with regards to Service Ordering:
- Number of orders completed within a specific time period: Over 75% (seventy-five per cent) that are completed within 5 (five) working days of receipt; and
  - Percentage of orders rejected within a specific time period, subject to order's compliance with requirements in this Agreement: less than 20% of orders within one month.

### 17.4 Service Delivery:

- 17.4.1 This Clause 17.3 is applicable to Accepted Orders (AO) and Accepted Requests (AR).

- 17.4.2 If a delay according to Access Provider is partly or totally dependent on actions taken or not taken by the Access Seeker (Operator Delay), Access Provider shall notify the Access Seeker, addressed to the position responsible for order management in Annex D Contacts of this Agreement about this in facsimile and by e-mail and give the reasons for this. An Operator Delay is defined as any delay caused by circumstances arising when an Access Seeker's lack of readiness affects progress on provisioning or repair. The Delivery Due Date, defined herein above, shall be extended by the number of Working Days of Operator Delay.
- 17.4.3 In the event that Access Seeker fails to ensure right of entry to Access Provider when an appointment has been made, or delays installation of the service for any reason, the Delivery Due Date will be extended by the number of Working Days' delay that result. Access Provider will inform Access Seeker, addressed to the position responsible for order management in Annex D Contacts via e-mail and facsimile, of Access Seeker Delay by close of business the following day.
- 17.4.4 Access Provider shall, when a Service is delivered and if tested as agreed, notify Access Seeker that the delivery is completed (Notification of Delivery, ND) within three (3) Working Days after delivering and testing the service. Such Notification of Delivery shall be executed by facsimile and e-mail addressed to the position responsible for order management in Annex D. The Notification of Delivery shall contain but is not limited to the following information:
- i. Identification number of the Delivery
  - ii. Applicable Dates
  - iii. Service description or name
  - iv. Contact information of persons connected to the Delivery
- 17.4.5 Unless another period is agreed between the Parties, if Access Seeker finds that the Delivery is not completed properly Access Seeker must notify Access Provider within three (3) Working Days after the expiry of the Delivery Due Date or after the Notification of Delivery, whichever is the later. Such notification ("Notification of non-compliance of Delivery", NCD) shall be by e-mail and facsimile addressed to the position responsible for order management in Annex D and consist of, the following
- i. Identification number of the Delivery
  - ii. Applicable Dates
  - iii. Service description or name
  - iv. Contact information of persons connected to the Delivery
  - v. The missing parts of the Delivery
  - vi. References to Order or other agreement to verify that the complaint is valid
- 17.4.6 If such Notification of non-compliance of Delivery is not sent to Access Provider within the timeframe given in Clause 0 the Delivery shall be deemed completed.
- 17.4.7 Access Provider shall upon receiving a Notification of non-compliance of Delivery immediately take all necessary actions to correct the Delivery within seven (7) Working Days or within such other period as may be agreed between the Parties in writing.
- 17.4.8 If the reported non delivery is subsequently found to be incorrect and commercial service was available on the Delivery Due Date, the original date of the completion notice shall apply. Access

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Provider has the right to recover the reasonable and normal costs associated in investigating reported non delivery issues in the Access Seeker network.

17.4.9 If the Parties cannot agree subsequent to 17.3.2 or 17.3.3, one of the Parties can notify the other that there is a dispute and handle it according to Clause 33.

17.4.10 The Parties shall adhere to the following KPIs with regards to Service Delivery:

KPI	Target
Average service delivery time	Within 20 working days of successful testing
Percentage of deliveries completed at or before the date committed to	80%
Percentage of faults reported within a specific time period immediately following service delivery	Less than 10%

For the avoidance of doubt, this figure will be subject to the Access Seeker having fully cooperated with the Access Provider and that no delays have been caused by factors outside Access Provider's control.

## 17.5 Service Cancellation

17.5.1 Cancellation fees are, as applicable, specified for the Access and Interconnection Services in the relevant Sub-Annexes to this Agreement.

17.5.2 Only Access Seeker may cancel an Order prior to order delivery acceptance.

17.5.3 If the Order delivery extends beyond fifteen (15) Working Days from the original Delivery Due Date for Orders as defined in Clause 17.3.4 Access Seeker has the option of cancelling the order without payment of any charges, costs or penalties. In addition, and without prejudice to any other claim that the Access Seeker may have, the Access Seeker shall be entitled to recover any reasonable costs incurred as a result of the delay and/or wasted as a result of a cancellation, subject to such costs being objectively justified.

## 17.6 Network Operation and Maintenance

### 17.6.1 Planned and Emergency Works

- (i) Each Party shall provide the other with at least seven (7) working days' notice (unless otherwise agreed by the Parties) of any planned maintenance (either of a remedial or preventative nature) or operational works (including any planned interruptions or upgrades) on its respective telecommunications networks and/or systems which will, or are likely to, affect the provisioning of a regulated access and interconnection service covered by this Agreement. Any reasonably foreseen consequences of such maintenance or operational works shall also be provided.
- (ii) Notwithstanding the foregoing, nothing in this Clause shall be construed to prevent the immediate execution of emergency work which in the reasonable judgment of either Party

is both urgent and necessary provided always that the Party intending such work shall as soon as is reasonably practical following the identification of such emergency work inform the other Party by facsimile and e-mail of such intention. For the avoidance of doubt 'emergency' as referenced in this clause shall be deemed to encompass a directive of the TRA or of a court of competent jurisdiction the terms of which require immediate action of the Party to whom the directive refers.

**17.6.2 Escalation Procedure in a "Planned Work Notice" dispute**

If the 'Planned Work Notice' cannot be mutually agreed by the Parties, the following escalation routes shall be followed:

Planned Work Escalation Time if operational contacts disagree	Escalation Level	Access Provider Planned Work Escalation Receiving Contact	Access Seeker Planned Work Escalation Receiving Contact
Issuing Notice			
1 Day from Notice	1		
2 Days from Notice	2		
3 days from Notice	3		

If the Planned Work exceeds the time limits set out in the table above or issued in the Notice with both Parties authorised written agreement, then the Planned Work is treated as a fault according to Clause 17.3.

**17.7 Fault Reporting /Repair**

17.6.1 Any fault occurring in the telecommunications network and/or in the systems of either Party that impacts (or risks impacting) on the provision of a regulated access and interconnection service covered by this Agreement shall be immediately reported to the other party, and should specify at a minimum the following:

- i. The nature and expected duration of the fault
- ii. The manner in which the fault impacts (or risks impacting) on a regulated A&I service covered by this Agreement
- iii. The estimated time required for the repair of that fault

17.6.2 The Parties shall adhere to the following KPIs with regards to fault reporting and repair:

- Percentage of faults reported per line/connection per year (i.e. total number of faulty lines reported as against total lines or connections per year): Less than 10%
- Average lapse of time for fault clearance: More than 90% within 24 hours
- Number of faults cleared at or before the committed date expressed as a percentage of total faults that have been reported: More than 90%

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## 18 SUSPENSION AND RESTRICTION OF SERVICES

- 18.1** If one Party's (the "First Party") Network, its operation, the carrying out of any Interconnection Services or any act or omission of the First Party adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, that other Party (the "Suspending Party") and (or) in case of occurrence of any of the situations stated in the License of the Suspending Party or as per the Telecom Executive Regulation, the Suspending Party may subject to obtaining the prior approval of the TRA wherever possible suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety and (or) until such situation of which the suspension is based on is resolved. In the event of such a suspension and if the First Party considers that such a suspension is not justified and the Suspending Party does not agree with the First Party to terminate such suspension, then the matter may be treated by the Parties as a Dispute and dealt with in accordance with Clause 33 herein.
- For the avoidance of doubt, where the nature of the need to suspend a service is such that prior TRA approval is not reasonably practicable, the Access Provider at the time of suspending the service shall serve immediately notice of the event and the reasons to the Access Seeker, sending a copy of the same to the TRA. The notice shall include the reasons for the suspension and why it was not reasonably practicable to obtain prior TRA approval.
- 18.2** If a Party is in material breach of any of its obligations under this Agreement (including but not limited to a failure to pay an invoice due hereunder), the other Party may serve a written notice (the "Breach Notice") on the Party in breach specifying the breach and requiring it to be remedied within:
- (i) 30 calendar days (or such other longer period as may be specified therein) from the date of receipt of such Breach Notice; or
  - (ii) in case of emergency (excluding financial obligations but including circumstances as described in Clause 21 of this Agreement), within such shorter period as the Party not in breach may reasonably specify.
- 18.3** The Party not in breach may, until such breach is remedied in accordance with the Breach Notice, calculate a fixed penalty for such breach of which the Party receiving the Breach Notice shall bear to pay an amount of 1/30th of the total monthly invoice issued a month earlier for services covered under this Agreement.
- 18.4** The Parties agree that it is difficult or impossible to determine with precision the amount of damages that would or may be incurred as a result of the Party in breach's failure to rectify the breach. It is understood and agreed by the Parties that:
- (i) the Party shall suffer damage by failure of the Party in breach to meet its obligations under this Agreement;
  - (ii) it is impracticable nor possible to fix the actual damages resulting from the breach of its obligations under this Agreement;
  - (iii) any liquidated damages which may become payable under this Clause 18 are in the nature of liquidated damages, and not a penalty, and are fair and reasonable; and

- (iv) the liquidated damages represent a reasonable estimate of fair compensation for the loss that may reasonably be anticipated from such failure.

It would be for the Party receiving a Breach Notice to ensure payment of amounts stated above. In case such payments are not made within the duration given under this Clause, the Party sending the Breach Notice is entitled to proceed with the steps as per Clauses 18.6, 18.7 and 18.8 herein in addition to the process stated pursuant to Clause 33 provisions under this Agreement.

- 18.5** If the Party is in breach of any terms of this Agreement relating to the submission of guarantee, bonds, insurance policies or delaying any renewals, or late payment of undisputed amounts thereof and fails to rectify such breach within thirty (30) calendar days following from the date of receipt of a Breach notice from the other Party, then the Party in breach shall be liable to pay liquidated damages to the Party at the rate of 1/360 of the annual contract value subject to a maximum of 30/365 of the annual contract value in respect of which such bonds, insurance policies or renewals are required to be provided under this Agreement.
- 18.6** If the Party makes any claim under this Clause 18 and in case the Party in breach disputes such claim then, the Parties shall promptly resort to amicably settle such claim as per the set out provision for dispute resolution under Clause (33) herein and shall be entitled until the date of settlement or the Parties fail to arrive at a settlement within the time period provided hereinabove, to adjust the claimed amount from any amount that may be due and payable to the Party in breach under this Agreement. The Bank Guarantee may be encashed only once the dispute has been finally determined or agreed.
- 18.7** The Party may deduct and retain from any sums otherwise payable under this Agreement the amount of any liquidated damages payable by the Party in breach under this Clause 18. The payment of liquidated damages shall not relieve the Party in breach of its obligations to provide Services and/ and to discharge its obligations pursuant to this Agreement nor prejudice the rights of the Party to any relief or remedy to which it is or may become entitled to in consequence of any breach of this Agreement.
- 18.8** Subject to TRA approval, Access Provider may suspend this Agreement or any access or interconnection service provided hereunder in any of the following circumstances:
- (i) Where suspension is warranted by the failure of the Access Seeker to take action to rectify a fault condition that threatens the safety of Access Provider's network;
  - (ii) A failure to correct a material breach of the terms of this Agreement, following the service of Breach Notice and the expiry of the term set out in the Breach Notice in accordance with Clause 18.2 above;
  - (iii) Where the Access Seeker has failed to pay an undisputed invoice for the services following the elapse of 90 calendar days after the due date;
  - (iv) Where the Access Seeker has been declared bankrupt or gone into liquidation;
  - (v) Where the Access Seeker ceases to be a licensed telecommunications operator in the Sultanate of Oman;
  - (vi) Where Access Provider is formally directed to do so by the TRA;
  - (vii) Where Access Provider is requested by formal notice in writing to do so by the Access Seeker.

**18.9** If the provision of any service is suspended, then the service will not be provided, the term of the Agreement will not be affected, and unless the suspension is found to be wrongful, the suspending Party shall not be liable to the other Party for any losses or damage that the other Party may have suffered as a result of the suspension.



## 19 TERMINATION OF AGREEMENT

- 19.1 Prior to terminating this Agreement or any Regulated Service in full or to the extent necessary, the Party seeking termination ("Terminating Party") will notify the TRA that it proposes to terminate this Agreement or any Regulated Service in full or to the extent necessary and request the TRA's approval, unless imminent threat to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately suspend the operation of this Agreement or any Regulated Service in full or to the extent necessary and shall notify the TRA of such event as soon as practicable along with reasons as to why the Access Provider considered it appropriate to suspend without prior notice to the TRA.
- 19.2 This Agreement may be terminated by either Party by written notice forthwith (or on the expiry of such other period as such notice may specify) if the other Party:
- (i) is unable to pay its debts as they fall due within the meaning of Royal Decree 55/1990 (the "Commercial Code");
  - (ii) has become the subject of proceedings in bankruptcy or preventative composition pursuant to Book Five Articles 579-786 of the Commercial Code or has had a Receiver or Examiner or similar persons appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an order allowing a Third Party to take possession of all or a material part of its assets has been made;
  - (iii) has an order made or a resolution passed for its winding up or liquidation (other than for the purpose of amalgamation or restructuring);
  - (iv) enters into a voluntary arrangement with creditors or similar arrangement under the Commercial Code;
  - (v) ceases to carry on business; or
  - (vi) ceases to hold a licence allowing it to operate a Telecommunication System and/or provide Telecommunications Services in the Sultanate of Oman.
- 19.3 Upon termination or expiry of this Agreement, each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any), documents, and other items supplied by that other Party. Each Party shall take reasonable steps to recover equipment made available by it.
- 19.4 If 30 calendar days after the termination or expiry of this Agreement, a Party fails to recover equipment in good condition (normal wear and tear exempted) because of the acts or omissions of the other Party the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 60 calendar days from the date of the demand.
- 19.5 Subject to Clause 8.3 and without prejudice to a Party's rights upon termination or expiry of this Agreement, a Party shall refund as soon as reasonably practicable after such termination or expiry to the other a rateable, fair and equitable proportion of those periodic sums (if any) already paid at the

time of such termination or expiry under this Agreement for a period extending beyond the date of such termination or expiration, unless the Parties agree otherwise.

- 19.6** Termination or expiry of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.



## 20 PROVISION OF INFORMATION

This clause shall be governed by the provisions of Article (46- Repeated 9) of the Telecom Act and amendments to it. This is without prejudice to the provisions of the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended) and the A&I Regulation

- 20.1** Subject to a Party's obligations of confidentiality to Third Parties pursuant to the laws of Oman, Clause 16 and the NDA signed between the Parties, a Party may request ("Receiving Party") and the other Party shall provide ("Disclosing Party") information required for Interconnection, conveyance of Calls or the provision of services specified in this Agreement, provided the other Party has the required information and the provision of such information is necessary.
- 20.2** The Parties shall update such information from time to time.
- 20.3** Notwithstanding any provision of this Agreement, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party as a matter of Oman law or pursuant to any relevant contractual obligations unless such Third Party consents to such disclosure and such consent is permitted pursuant to such laws or contracts.
- 20.4** The Disclosing Party will take reasonable steps to ensure that the information disclosed to a Receiving Party is correct to the best of its knowledge, information and belief at the time of provision of such information.
- 20.5** If a Disclosing Party proposes to provide information to a Receiving Party, the Disclosing Party shall first have obtained the consent of any Third Party to whom/which such information relates and from which/whom the laws of Oman or any relevant contractual obligations require such consent to be obtained. Any such consent and the obtaining of it shall be in accordance with such laws and/or contractual obligations.
- 20.6** Subject to Clause 20.7 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any obligations relating to confidentiality as pursuant to Clause 16.
- 20.7** Nothing in this Agreement shall require a Party to do anything in breach of any obligation of confidentiality, imposed by the laws of Oman or pursuant to any applicable contractual obligations.

## 21 NETWORK SECURITY AND INTEGRITY

This clause shall be governed by the provisions of the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended) and the A&I Regulation.

**21.1** Each Party is responsible for the security, integrity, and safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its Network does not:

- (i) endanger the safety or health of employees, contractors, agents or customers of the other Party; or
- (ii) damage, interfere with or cause any deterioration in the operation of the other Party's Network.

**21.2** Neither Party shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited, to any terminal equipment which is not approved by the TRA or appropriate authorities or is not in compliance with any regulatory or other measures issued by the TRA.

## 22 NATIONAL SECURITY

This clause shall be governed by the provisions of Articles (44) and (45) of the Telecom Act and amendments to it.

Each Party shall adhere to any national security requirements they may be subject to under law or regulation, including but not limited to requirements relating to lawful interception.

Access Provider shall be entitled to request Access Seeker to confirm compliance with such national security requirements in writing at any time.



## 23 EMERGENCY SERVICES

- 23.1** Each Party shall adhere to any requirements relating to the provision of public emergency call services in its telecom licenses or as imposed by law or regulation.
- 23.2** Access Provider shall offer access to the following emergency services through the use of the Call's 4-digit number set out below in respect to each of these emergency services:

Emergency service	Number
General Emergencies	9999

- 23.3** Access Provider's charge applied to Access Seeker for each call by the end-users of Access Seeker network for each of the above emergency services is according to the fixed termination charge as defined in Annex B1.
- 23.4** Any Emergency Call with a CLIR instruction shall have such CLIR instruction disregarded, allowing full CLIP to be presented to the relevant emergency call centre.

## 24 Network Alteration and Data Management Amendments

- 24.1** 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 three (3) calendar months in advance of the requested implementation date.
- 24.2** 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.
- 24.3** 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.
- 24.4** Network Alterations shall be carried out within the timescales laid down in this Clause 24. 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 requesting Party 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 the Agreement.

## 25 DEVELOPMENT OF NEW A&I SERVICES

This Clause is governed by the provisions of the Telecom Act and the Telecom Executive Regulation issued by Resolution No. (144/2008)(as amended) and the A&I Regulation.

### Development of new A&I Services

- 25.1** Either Party to this Agreement may, at any time, request from the other Party an agreement for the provision of any service or facility, which the other Party provides under similar Access and Interconnection Agreements with other operators. The Party receiving such a request shall establish the feasibility of the new service/s and respond accordingly to the requesting Party within 60 working days. This delivery time shall apply to services not contained in Ooredoo's RAIQ; all other services shall follow the normal delivery times.
- 25.2** Following a request pursuant to Clause 25.1 herein which has been determined feasible, the other Party shall review and offer within 30 working days to enter into an agreement for the provision of the service or facility on its then current standard terms and the Parties shall, subject to Clause 25.3 hereof, enter into good faith negotiations in order to conclude such an agreement within 3 months of the request in accordance with such current standard terms.
- 25.3** If either Party requests of the other Party (the Requested Party) a service which is not provided to Third Parties, the Parties shall, subject to Clause 25.4 hereof, enter into good faith negotiations to arrive at a commercial and technical agreement regarding provision of such service as expeditiously as possible, which agreement shall be subject to the approval of the TRA and subsequent publication as per the TRA guidelines.
- 25.4** In the event of the circumstances referred to in Clauses 25.2 and 25.3 arising, the Parties shall endeavour to conclude an agreement with respect to the provision of the services requested in each of the said clauses within 60 working days of each of the requests referred to therein, such requests having been made in writing. If such an agreement cannot be concluded between the Parties within this period of time then either Party may consider it a Dispute to be handled in accordance with Clause 33.

### Testing of new A&I Services

- 25.5** Following completion of above, Access Provider will advise within no more than 30 days the testing required for the new service or provide the technical/testing arrangement and the Parties will cooperate to complete such testing.

### Acceptance of new A&I Services

- 25.6** Upon completion of above testing, Access Provider will notify the Access Seeker and request it to confirm within 14 days its acceptance of the new service. Access Seeker accepts the new service by signing document sent by Access Provider and sending it to the Access Provider designated contact person and thereby the Acceptance of Request (AR) document is considered to be a binding agreement between the Parties. If Access Seeker does not confirm the acceptance of the new service within five (5) Working Days, the service shall be deemed as declined and implementation of the new service will not start.
- 25.7** Any steps agreed upon by the Parties to handle any request made for the provision of a new regulated access and interconnection service shall be promptly notified by the parties to the TRA.

## 26 AMENDMENTS

- 26.1** This clause shall be governed by the provisions of the Telecom Executive Regulation (as amended) and the A&I Regulation.
- 26.2** This Agreement may be subject to periodic amendment in the manner set out in Article 12 of the A&I Regulation.
- 26.3** Amendments and supplements to this Agreement, including its Annexes, shall in order for them to be valid, be drawn up in writing, dated and signed by both Parties and then approved by the TRA. Such amendment and supplements shall not affect the validity or enforceability of any of the remaining provisions of this Agreement.
- 26.4** If such amendment is due to decisions of TRA or any other legal body of competent jurisdiction, the amendment will be made according to that decision and be applicable as per the date of such ruling.

## 27 FORCE MAJEURE

- 27.1** Neither Party shall be liable for any breach of this Agreement caused by, commotion, riots, embargo, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or natural disaster or acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
- 27.2** The Party initially affected by a force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("force majeure notification").
- 27.3** Upon cessation of the effects of the force majeure or upon the ability of a Party to perform its obligation under this Agreement, the Party initially affected by a force majeure shall promptly notify the other of such.
- 27.4** If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 27.6, perform those of its obligations not affected by a force majeure.
- 27.5** To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 27.6** Following a force majeure notification and if the effects of such force majeure continue for:
- (i) a continuous period of not more than 6 months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to Clause 27.3) any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;
  - (ii) a continuous period of 6 months or more from the date of the force majeure notification (and notice of cessation has not been given pursuant to Clause 27.3), the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30

working days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the 30 working days' notice. If this Agreement is not terminated in accordance with the provisions of this paragraph, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## 28 LIMITATION OF LIABILITY

- 28.1** Save as provided for in this Agreement, neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.
- 28.2** Subject to the remaining provisions of Clause 28.4, if a Party is in breach of any of its obligations to the other Party under this Agreement (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR 1,000,000) for all events (connected or unconnected) in any period of 12 calendar months, excluding all amounts owing for services provided under this Agreement.
- 28.3** Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for:
- (i) loss (whether direct or indirect) of revenue, profits, business or anticipated savings, wasted expenditure, loss of goodwill, or for any indirect, incidental or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused; or
  - (ii) any loss or damage suffered or claimed by any customer of the other Party to the extent that such loss or claim arises as a result of a breach of this Agreement by whatsoever reason.
- 28.4** Each provision of this Clause 28 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 28.5** Nothing in this Clause 28 limits either Party's liability for death or bodily injury caused by their negligence, wilful misconduct or fraudulent misrepresentation, for breach of its confidentiality or intellectual property obligations hereunder, or any other liability that cannot be excluded or limited as a matter of applicable law.
- 28.6** Neither Party shall be in breach of this Agreement, and shall not be liable to the other for its failure to perform its obligations under this Agreement if, and to the extent that, such failure results from the other Party failing to perform any of its obligations under this Agreement.

## 29 INTELLECTUAL PROPERTY RIGHTS

- 29.1 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.

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## 30 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 30.1 Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

## 31 MISCELLANEOUS

- 31.1** This Agreement, shall consist in its entirety of the Main Body Agreement as referred to in the index, all of the Annexes hereto and represents the entire understanding of and agreement between the Parties in relation to its subject matter and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written. There shall be no covenants, conditions, warranties, representations, terms or provisions, express or implied, relating thereto except as herein set forth or expressly referred to herein.
- 31.2** The waiver of any breach of or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.
- 31.3** If any part of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement and the Parties hereby agree to negotiate in good faith with respect to any such invalid or unenforceable part to render such part valid or enforceable to fullest extent legally possible.
- 31.4** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to make either Party hereto an agent, joint venture or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name of the other nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other, which is contrary to or unauthorised by the provisions of this Agreement.
- 31.5** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer, nor is it intended to confer, a benefit on any third party for the purposes of this Agreement.
- 31.6** No provision of this Agreement shall be construed so as to negate, modify, or affect in any way the provisions of any other agreement between the Parties unless specifically referred to, and solely to the extent provided herein.
- 31.7** Both Parties hereby acknowledge that in entering into this Agreement it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein, provided that nothing in this Clause 31 or elsewhere in this Agreement excludes or limits a Party's liability for fraudulent misrepresentation.

**31.8** The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination of this Agreement, including, without limitation, Clauses 10, 13, 16, 28 and 29.

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## 32 NOTICES

- 32.1** A notice shall be duly served if:
- (i) delivered by hand, at the time of actual delivery and receipt;
  - (ii) sent by facsimile, upon its receipt being confirmed;
  - (iii) sent by next-day courier service or first-class registered or certified mail, upon the earlier of receipt or 4 calendar days after the day of posting.
- 32.2** If delivery or receipt of a notice occurs on a day on which business is not generally carried out in the Sultanate of Oman or later than 5 p.m. on a business day, it will be taken to have been duly given or received at the commencement of the business on the next day on which business is generally carried out in the Sultanate of Oman.
- 32.3** Except if otherwise specifically provided all notices and other communications relating to this Agreement shall be in writing and shall be sent according to the provisions in Annex D
- 32.4** Subject to any provision in this Agreement to the contrary, changes to any of the contact persons of a Party listed in Annex D for any reason shall if reasonably possible be notified in writing to the other Party prior to such change occurring and in any event no later than 2 (two) days after such change takes effect.

## 33 GOVERNING LAW AND DISPUTE RESOLUTION

- 33.1** The interpretation, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman.
- 33.2** In the event of any Dispute arising between the Parties, excluding Billing Disputes which are dealt with under Clause 33.9, the Parties shall resolve the Dispute in accordance with the below clauses.
- 33.3** Each Party shall use its best endeavours to resolve any Dispute referred to in Clause 33.2 in the first instance through good faith negotiation between the representatives of the Parties mentioned in Annex D to whom all notices under this Agreement are to be sent (hereinafter referred to as "Level 1 Procedure").
- 33.4** In the event of the Parties failing to resolve the Dispute in accordance with Level 1 Procedure within 2 weeks from the date of the Dispute Notice, either Party shall have a right to serve a further notice on the other Party (the "Second Dispute Notice") requiring that the persons referred to in Annex D hereof shall undertake further good faith negotiations to resolve the Dispute ("Level 2 Procedure"). The Party serving the Second Dispute Notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute. Immediately upon service of the Second Dispute Notice, the persons referred to in Annex D shall negotiate with each other in good faith to resolve the Dispute.
- 33.5** If the endeavours of the Parties to resolve the Dispute in accordance with Level 2 Procedure are not successful within 2 weeks of the service of the Second Dispute Notice either Party may (subject to Clauses 33.6, 33.7 and 33.8 below) by written notice to the other commence resolving the dispute in accordance with the dispute resolution procedures in Chapter Four – Part One of the Regulation (hereinafter referred to as "Level 3 Procedure"). In the case of mediation, the mediator may not provide for punitive or similar exemplary damages. The mediation proceedings shall not be made public without the joint consent of the Parties and each Party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other Party, except as otherwise required by applicable law or regulation.
- 33.6** The time limits specified in this Clause 33 above may be extended or shortened by mutual agreement between the Parties. For the avoidance of doubt nothing in this Agreement shall prevent either Party from either (i) escalating any issue, whose resolution is urgent, to a Level 2 stage directly and or (ii) referring any dispute to the TRA at any time and in spite of failure to avail itself of the Level 1 and Level 2 procedures,

where special circumstances exist which justify such direct reference to the TRA without seeking to negotiate a resolution.

**33.7** The above procedures are without prejudice to any other rights and remedies that may be available to the Parties in respect of any breach of any provision of this Agreement.

**33.8** Nothing herein contained shall prevent a Party from seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief.

**33.9 Billing Disputes**

**33.9.1** Any Billing Dispute between the Parties shall be referred to a Billing Expert selected by mutual agreement of the Parties. If mutual agreement cannot be reached between the Parties on the selection of a Billing Expert within five (5) days of notifying the other Party of the basis for the Billing Dispute, the TRA will appoint a Billing Expert from the list of Billing Experts provided by each of the Parties to the Billing Dispute, or from a list that the TRA may draw up itself.

**33.9.2** The Billing Expert shall issue a signed recommendation on the Billing Dispute no later than ten (10) days following the submission of the Billing Dispute by the Parties. The costs of the Billing Expert shall be borne by the Party against which the Billing Expert makes his/her recommendations, unless the Parties mutually agree otherwise.

**33.9.3** If either Party to a Billing Dispute disagrees with the recommendations of the Billing Expert, that Party may, within five (5) days of the receipt of such signed recommendations, refer the dispute to the TRA providing a full and complete copy of the Billing Expert's recommendations, including a description of the issues that remain in dispute, the Billing Expert's proposed disposition of same and the reasoning for the recommendations together with any information required by the TRA. A dispute arising between the Parties shall be resolved by the TRA pursuant to the provisions of the TRA's Dispute Resolution Regulation ("DRR"). In such a case, the dispute shall be excluded from the application of the preliminary procedures stipulated in Article 15 of the DRR.