

Access and Interconnection Agreement

Annex B Billing and Payment

28

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Aug Mz L.B 42

Access and Interconnection Agreement – Omantel – Ooredoo

Annex B _ Billing and Payment

Table of Contents

1	Definitions.....	3
2	Recording of CDR-data and Billing Information.....	5
3	Exchange of Billing Information	7
4	Invoices.....	11
5	Payments	13
6	Disputes	14
7	Persistent Inconsistency	16

20

IAK

Asay Mz L.B 42

1 Definitions

- 1.1 In this Annex B, a reference to a clause unless stated otherwise, is a clause of this Annex. Words and expressions appearing herein shall have the meaning given in Annex L, unless otherwise defined in this Annex:
- 1.1.1 **“Chargeable Call”** A Call (as defined in the Definitions Annex L to this Agreement) shall be deemed a Chargeable Call chargeable in each Billing Period if:
- 1.1.1.1 A Call is handed over at a Point of Interconnection and during the SS7 signalling sequence of that Call, the SS7 Initial Address Message (IAM) sent by one Party has been responded to by an SS7 Address Complete or Release Message (ACM or RM) by the terminating or transiting Network Party; and
- 1.1.1.2 A SS7/C7 answer condition/signal in the backward direction has been received by the terminating or transiting Network Party (‘B’ number answer).
- 1.1.2 A Chargeable Call shall include a Call that is forwarded by the terminating Party’s Network and a Call terminated onto any network voice mail system (For the avoidance of doubt a network engaged tone, “B” number engaged tone and a “B” number unobtainable tone do not constitute a Chargeable Call).
- 1.1.3 A Chargeable Call is referred to as a Call in this Annex.
- 1.1.4 **“Chargeable Call Duration”** is the duration of elapsed time of a Chargeable Call described by Section 1.2.2 of ITU-T D 150 “conversation time”.
- 1.1.5 **“Traffic”** for the purpose of this Annex B means the plural of all Calls in a particular period.
- 1.1.6 **“Billing Information”** means that information which must be provided by the Billing Party in support of invoices issued under this Access and Interconnection Agreement as agreed by the Parties to enable the Billed Party to validate an invoice and for the purposes of this Access and Interconnection Agreement the Billing Information shall consist of any or all of the following:
- 1.1.6.1 For service which are based on usage such as but not limited to voice, data, SMS: accumulative Usage Report, General Report and Invoice.

Access and Interconnection Agreement – Omantel – Ooredoo

Annex B _ Billing and Payment

1.1.6.2 For other Services: Capacity, link details, Services details, Invoice or any other information related to a particular Service.

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IAK

Atty Mz L.B 42

2 Recording of CDR-data and Billing Information

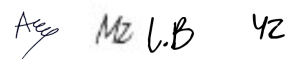
- 2.1 Each Party shall, for which it is or will be the Billing Party, collect and record on an itemised Call basis, and process in accordance with Clause 2.2, CDR Data.
- 2.2 CDR Data shall in the case of Calls relating to each Call attributable to an Access and/or Interconnection Service referenced in Annex C 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); and
 - (c) “A” number contained in the SS7 Call set up sequence; and
 - (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; and
 - (e) Chargeable Call Duration.
- 2.3 The Billing Party shall provide reasonable supporting information with the invoice to enable the non-billing Party to validate the invoice. The Parties acknowledge that a Party may, at any time, call for the delivery of CDR no later than twelve (12) months after the relevant services have been supplied and in respect of no more than three (3) months’ CDR. In the event that more than three months’ CDRs are required, the charges for providing SMS CDR will be 500 OMR per month, Voice CDR will be 700 OMR per month and for each other Service, the charge will be 1,000 OMR per month. In the event that the CDRs are requested and used with respect to a Billing Dispute, the Billing Party shall provide to the Billed Party all appropriate and relevant CDR Data, and in the event that any charges have been raised in relation to providing such CDR data, if it is found later that the Billing Dispute was raised correctly, then the charges relating to the provision of CDRs will be credited.
- 2.4 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.
- 2.5 Left blank.

Access and Interconnection Agreement – Omantel – Ooredoo

Annex B _ Billing and Payment

- 2.6 All Calls will be recorded in seconds unless stated otherwise in the applicable Access and Interconnection Service Sub Annex of Annex C and/or Annex M.
- 2.7 All Tariffs as set out in Sub Annex M and/or Sub Annexes of Annex C to this Agreement of both Parties are in Omani Rials, unless stated otherwise.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 Each Interconnection Call Duration shall be recorded in seconds. Seconds shall be rounded up to the nearest whole second. Seconds shall not be rounded down. All calls other than Interconnection calls shall be recorded in accordance with the relative annex of that particular Service.
- 2.12 Any one off/installation, monthly or quarterly recurring charges will be contained in the Service General Report (see 3.1.2 below) of the applicable Billing Period. In the first Billing Period of a new or additional capacity Service, the charges will be calculated on a pro rata basis from the date commercial operations commenced in that month.
- 2.13 All CDR Data shall be processed in accordance with the requirements of Clause 3 of this Annex B.
- 2.14 Access and Interconnection Services that have no CDR data shall contain information related to that particular Service and the above clauses in Clause 2 are also applicable to non-voice traffic wherever is applicable.





Page 6 of 16

3 Exchange of Billing Information

- 3.1 The Billing Party shall process the CDR Data with respect to Calls so as to produce the following Billing Information:
 - 3.1.1 Invoices for the relevant Billing Period – supported by the Service Usage Report and the Service General Report for the same Billing Period regarding Services contained in Annex C and its Sub Annexes supplied to the other Party.
 - 3.1.2 Service General Report – containing monthly/quarterly/annual fixed recurring charges and non-recurring charges.
 - 3.1.3 Service Usage Report - containing summarized Call traffic for all Services provided.
 - 3.1.4 The matrix outlined below in Table 3-1, which shall be referred to as the Usage Report of the Interconnection minutes.

Call type			
Service Type	Total Number of Calls N	Total Duration M	Total Revenue R
Total	$\sum N$	$\sum M$	$\sum R$

Table 3-1: Interconnection Usage Report

Where: N = the total number of Calls
 Where: M = the total Chargeable Call Duration in minutes
 Where: R = the total Revenue Charge which will comprise of:

M x Rate per minute; or
 N x Rate per call; or
 M x Rate per minute plus N x Rate per call

- 3.1.5 In the case of International outbound Calls, details as illustrated in Table 3-2 and Table 3-3 shall be provided. Country names are for illustrative purposes only.

- 3.1.5.1 Local Leg:

Atty Mz L.B 42

Access and Interconnection Agreement – Omantel – Ooredoo

Annex B _ Billing and Payment

- 3.3 The total duration of all Calls shall be itemized in the Service Usage Report in minutes and seconds and summarized, then rounded up to the next number of whole minutes for each Interconnection Service.
- 3.4 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.
- 3.5 The Billing Period for Interconnection Traffic shall be monthly commencing from 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.
- 3.6 The Billing Party shall for a period of 24 months store all individual CDRs associated with an invoice.
- 3.7 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.
- 3.8 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, except for gross negligence or instances of fraud by the Billed 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.
- 3.9 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

28

IAK

Acep MZ L.B 42

Page 9 of 16

Access and Interconnection Agreement – Omantel – Ooredoo

Annex B _ Billing and Payment

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.

- 3.10 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.
- 3.11 Subject to Clause 6 of this Annex B final full clearing of estimated invoices must take place within 3 months of the date of issue of the estimated invoice.

28

IAK

Atty Mz L.B 42

Page 10 of 16

4 Invoices

- 4.1 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 3 and other services provided as part of this Agreement for which the Billing Party is entitled to charge the other Party during such Billing Period unless and otherwise stated in Clause 4.5.
- 4.2 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 Access and/ or 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.
- 4.3 All charges payable under this Agreement shall be calculated in accordance with this Agreement and at the rates specified from time to time in the Annex M. Invoices submitted under this Agreement shall be paid in accordance with Clause 9 (Billing and Payment) of the main body of this Agreement.
- 4.4 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 Access and Interconnection Agreement.
- 4.5 For Services other than Call traffic, the Billing Party shall provide the invoice with supporting Billing Information to enable the Billed Party to verify the charges. . These invoices will be sent during the month in which the Providing Party enjoys the service. For the avoidance of doubt, only where it is expressly stated in the RAIO that the invoice shall be issued in

Access and Interconnection Agreement – Omantel – Ooredoo

Annex B _ Billing and Payment

advance of the provision of the service this shall apply or where such a provision is approved by the TRA for any future services.

- 4.6 For newly launched services, Omantel's billing accuracy shall be at least 90% per Service averaged over the two billing periods for the first two invoicing periods following the launch of the new service. Thereafter, and for all already established services, the billing accuracy shall be no less than 99% per Service averaged over a calendar year.

28

IAK

Atty MZ L.B 42

Page 12 of 16

5 Payments

- 5.1 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 and shall be transferred to the bank account as directed by Omantel. Invoices are payable within 30 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 Annex B 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.
- 5.2 Any credit notes issued by a Billing Party or resulting from the dispute resolution process in clause 6 of this Annex B 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 6 below).
- 5.3
- 5.4 In the event that a ‘Dispute’ resolution procedure has been initiated by the invoiced Party, as provided by this Agreement including Clause 6 below, and the dispute was incorrect and the Billing Party was not at fault, 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. 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.
- 5.5 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 Annex.
- 5.6 Payment costs of invoice amounts are borne by the Billed Party.

6 Disputes

- 6.1 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.
- 6.2 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.
- 6.3 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”).
- 6.4 The Parties shall use their reasonable endeavours to resolve the Billing Dispute within ten (10) Working Days of the date referred to in 6.3 above. In the event that the Billing Dispute cannot be resolved with the time period in 6.3 above relating to the relevant invoice, then the Billing Dispute shall be referred to the Dispute resolution process in accordance to the A&I regulation article 79-81.
- 6.5 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 5.1 of this Annex B 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.
- 6.6 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;

28

IAK

Acep MZ L.B 42

- (c) Cooperate fully with any independent third party consultant appointed to determine the dispute or in respect of any other dispute resolution process which may be undertaken pursuant to this Access an Interconnection 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;
- (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;
- (g) Pay interest at the rates set out in Clause 5.1 of this Annex B of this Agreement upon all disputed amounts outstanding with respect to each invoice (whether such amounts are a part or whole of each such invoice), unless otherwise decided by the person making the relevant decision.; and
- (h) Pay interest at the rates set out in Clause 5.1 of this Annex B of this Agreement upon all disputed amounts that are resolved to be paid with to the billing party with respect to each invoice (whether such amounts are a part or whole of each such invoice), unless otherwise decided by the person making the relevant decision.
- 6.7 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.
- 6.8 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.
- 6.9 Section 6.8 above shall not apply to Persistent Inconsistency Disputes or to disputed amounts in the General Report.

28

IAK

Acep MZ L.B 42

