

Access and Interconnection Agreement

Sub Annex C-FA 04 Co-location

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Access and Interconnection Agreement – Omantel – Ooredoo

Sub Annex C-FA 04 _ Co-location

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1 General

- 1.1 This Sub Annex sets out the Co-location Services at Omantel Premises.
- 1.2 Co-location in this Sub Annex means the sharing of physical space in buildings owned by Omantel and/or used/occupied by Omantel to permit the installation and operation of the Requesting Party's Network Equipment required in conjunction with an associated point of interconnection or point of access. However, where the building is not owned by Omantel, co-location shall be offered only where this is not expressly prohibited by Omantel's lease or where such restriction cannot be reasonably waived by the owner of the building.
- 1.3 Omantel Co-location Exchanges

No.	Location/ Area	Code
1	Greater Mutrah	GMP1
2	Qurum	QUR2
3	Sohar	SOH2
4	Nizwa	NIZ1
5	Salalah	SAL2
6	Uzaiba	AZA1

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2 Definition

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

2.1.1 Omantel Premises – Omantel POP – Omantel Point of Presence – in this Sub Annex are Omantel’s telecommunication exchanges across the country. This list will be updated every three months.

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

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3 Co-location within Omantel Premises

- 3.1 Omantel offers the Requesting Party the possibility of Co-location within Omantel premises where feasible and technically possible for the purpose of access or interconnection with Omantel. Where there is no space inside the Omantel building, Omantel may offer, subject to availability and feasibility, the possibility of Co-location outside the building but within the compound (Adjacent Co-location).
- 3.2 The premises under this section exclude Omantel Data Center, Omantel Landing Stations and Omantel Earth Stations which are individually covered in Sub Annexes C-FA 14, C-FA 15 and C-FA 16 subsequently.
- 3.3 Request for Co-location shall be initiated by the Requesting Party. The size and exact location will be mutually agreed between both Parties after a joint site-survey and shall be charged in accordance to Clause 6 of this Sub Annex.
- 3.4 The Co-location space per equipment/rack is calculated as below:
- Co-location Area = (Width + 0.6 m*2) * (Depth + 0.6 m*2)
- The height of the rack should not exceed 2.2 m.
- 3.5 Power charges are not included in the co-location charges.
- 3.6 Omantel offers the following options to enable the Requesting Party to connect its closest POP with its Equipment Co-located at Omantel Premises with additional charges specified in Clause 6 of this Sub Annex:
- Omantel will provide the connectivity between the Requesting Party's closest POP and the Requesting Party's Equipment Co-located at Omantel Premises; or
 - The Requesting Party will extend its own cable up to the closest point -designated by Omantel to Omantel Premises from where Omantel will extend the connectivity into the Omantel Premises to the Requesting Party's Equipment.
- 3.7 The Requesting Party shall, at its own cost, provide all equipment, installation materials and manpower needed for the installation of their Co-location Equipment. Where certain site

preparation is to be carried out by Omantel, the Requesting Party shall pay all the reasonable costs incurred by Omantel in provisioning Co-location space at the Omantel Premises.

- 3.8 Omantel shall not be responsible for any damage to the Requesting Party's Co-location Equipment caused by any means beyond Omantel's control.
- 3.9 Omantel shall follow the same quality standards in regards to the Requesting Party's Equipment as it follows for its own Equipment.
- 3.10 Omantel shall inform the Requesting Party about the technical feasibility and availability accordingly. The feasibility study will take place after the signed order form is submitted by the Requesting Party, and includes tasks such as site visit, information about power availability, space availability, etc. In case it is not possible to offer Co-location at the Premises and/ or provide any Service, Omantel will propose an alternative location wherever is possible.
- 3.11 The Requesting Party shall ensure that the request for Co-location will include at least the following minimum information:
- (a) The Co-location site at which the Co-location space is sought
 - (b) The type of Co-location Equipment proposed to be installed at that location, including but not limited to:
 - a) Required floor space
 - b) Power requirements
 - c) Floor loading of the Co-location Equipment
 - d) Type of optical fiber to be used
 - e) Diameter of the optical fiber
 - f) Requesting Party contact details
 - g) A detailed equipment list to be installed
- 3.12 Omantel will provide the required lighting, air conditioning and fire and burglary alarms within the premises where the mentioned facilities are available.

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- 3.13 Omantel will provide fire extinguishing equipment according to Omantel specification and details.
- 3.14 Omantel will provide a dirty unpacking area that can be used by the Requesting Party for unpacking the equipment prior to installing them. The Requesting Party is responsible for cleaning the unpacking area.
- 3.15 The Requesting Party will be solely responsible for removing all Equipment, cabling and other related constructions within one (1) months after the expiration of the Contract Term(s). In case the Requesting Party fails to comply with the above, Omantel will remove and dispose of the Equipment, cabling and other related constructions and will charge the Requesting Party accordingly.
- 3.16 Each Party shall take all necessary measures to ensure the safety of the other Party's equipment at its premises. Notwithstanding the foregoing, it is the responsibility of Requesting Party to provide adequate insurance cover for its respective equipment.
- 3.17 Omantel will assess the Requesting Party requirements against the available Co-location space, taking into consideration the following:
- 3.17.1 Omantel's reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for the provision to itself and its Customers and such requirements shall be substantiated on request by the TRA;
- 3.17.2 Omantel's reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for operation and maintenance purposes and such requirements shall be substantiated on request by the TRA;
- 3.17.3 Omantel and other third party requirements (including operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;
- 3.17.4 security and confidentiality requirements imposed on Omantel by Governmental Agencies;
- 3.17.5 In case Omantel plans to decommission the requested Co-location Site within three (3) years from the date of the request. For the avoidance of doubt, in such cases the

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Requesting Party shall be notified of the proposed decommissioning date and may proceed with its order. However, it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.

- 3.18 Access/visit to Omantel Premise for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide seven (7) Working Days' notice and it shall be in accordance to Omantel standard procedures. "The aforementioned notice period shall not apply where the Requesting Party requests access for emergency cases. Emergency in this article refers to any cause that may lead to danger to a person's life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.

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4 Terms and Conditions

4.1 Co-location provisioning

4.1.1 The Service provision shall be subject to a technical feasibility study. If the result of the feasibility study is that the order shall be rejected, Omantel will justify that conclusion and share the reasons with the Requesting Party in writing.

4.1.2 Omantel shall remain the owner of the Co-location area and the Services offered to the Requesting Party. The Requesting Party shall not assign, transfer, lease, sell, or share its interest in the Services rendered by Omantel with any Third Party.

4.1.3 Omantel will be responsible to maintain the Services offered at Omantel Premises and shall ensure that the Services offered to the Requesting Party are at the same level of quality as those to Omantel's own Customers.

4.2 The Requesting Party Responsibility:

4.2.1 The Requesting Party shall request the Services.

4.2.2 The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request. Omantel shall approve the request once the co-location site is ready for the Requesting Party to install its equipment.

4.3 For maintenance of its Equipment, the Requesting Party shall request access to the Co-location Site at least 2 Working Days in advance except for emergency cases and shall abide by Omantel's procedures and instructions while at the Site. Emergency in this clause refers to any cause that will lead to danger to persons life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.

4.4 Contract Terms and Termination:

4.4.1 The minimum Contract Term of the Service is one (1) Year.

4.4.2 If either Party wishes to terminate the Contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract

Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.

4.5 Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.

4.5.1 Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term. Once the initial term has concluded, and the agreement has been renewed, no Early Termination fees shall be applicable. If either Party wishes to terminate the contract, it shall inform the other party in writing three (3) months in advance of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no such notice is provided, the Contract will be automatically renewed for the same Contract Term.

4.5.2 The termination will be in accordance with the procedures in Annex H.

4.6 Additional Co-location Space and Co-location Equipment

4.6.1 If the Requesting Party wishes to replace, modify or rearrange existing Co-location Equipment in the Co-location Space or to install additional Co-location Equipment in the Co-location Space, the Requesting Party must submit a request in respect of additional Space and or the replacement, modification, rearrangement, or additional Co-location Equipment to be installed.

4.6.2 Requests for additional Co-location Space at Co-location Sites shall be treated as a separate Co-location Request and the process of ordering and provisioning in Clause 5 of this Annex shall apply.

4.7 Sub Leasing

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- 4.7.1 The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment (unless these are for its own use) at the Co-location Site.
- 4.7.2 Subleasing or installing the equipment of any other third party will be consider as breach to this Agreement.
- 4.8 Interference;
- 4.8.1 Each Party shall ensure that its Co-location Equipment does not cause any interference to the other Party's equipment, plant, facilities, Networks and the equipment of other occupying Operators at the Co-location Site and does not poses an immediate risk of personal injury. In the event of any interference, the Parties shall take in good faith reasonable measures to resolve the problem promptly. Where the Requesting Party equipment is causing interference and the interference cannot be resolved, the Requesting Party shall remove the source of interference immediately.
- 4.8.2 If Omantel determines that the interference poses an immediate risk identified in Clause 4.8.1; it may, withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party's cost, take measures to prevent the interference. At the time of suspending such service, notice shall be served immediately of the event and the reasons given to the other Party and a copy of the same shall be sent to the TRA.

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5 Ordering and Delivery

- 5.1 Ordering and delivery is handled according to Annex H in additional to the following Clauses.
- 5.2 Omantel shall have a Target Acceptance Date for the Service within twenty-five (25) Working Days and shall not exceed seventy (70) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.
- 5.3 Left blank.
- 5.4 Omantel's technician jointly with the Requesting Party technicians shall conduct a site survey if necessary on the date and time agreed between both parties.
- 5.5 Omantel may reject a request for the Co-location Service if the pre-conditions for providing Co-location space have not been provided at the date of request.
- 5.6 If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons, which shall be objectively justifiable, such as due to reasons of technical feasibility”

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6 Prices

- 6.1 The up to date prices for the Services can be found in Annex M.
- 6.2 The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA Accordingly, and obtain necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.

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7 Fault Management

7.1 Fault Management shall be handled according to Annex H.

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8 Forecasts

8.1 Forecasting shall be handled according to Annex F.

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