

ANNEX B-5.4

**WHOLESALE BROADBAND ACCESS AT A FIXED
LOCATION – BROADBAND RESALE SERVICE**

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1 General

- 1.1 This Annex sets out the Ooredoo offer for an Internet Access Service Provider (IASP) for the provision of broadband access to the Internet.
- 1.2 This service is only available for customers directly connected to the Ooredoo network.

2 Definitions

2.1 The definitions in Annex A shall apply

3 Service Set-Up

- 3.1 The set-up of the service is described below.
- 3.2 The IASP has the opportunity to market an Internet Broadband Resale service.
- 3.3 The Internet Broadband Resale service allows the IASP's customers to access through the same functionality as the Ooredoo offered internet broadband access only retail and corporate service. The customer sited handover and in building handover shall be in accordance with Ooredoo POI network availability.
- 3.4 When accessing the Internet, the broadband connection is routed from the MSAN to Ooredoo's aggregation router and further via the Ooredoo IP backbone and reaches the AAA server at the IASP's premises. After authentication the customer is assigned the required resources for full access to the internet. The IASP bills the customer for the service and for the traffic usage.

Customer Relationship

- 3.5 The IASP will develop the services, market it to its customers and take the full responsibility of bad debt and fraud emerging from their customers. The IASP will also supply all customer care services. The IASP will not direct or encourage any customers to contact Ooredoo for assistance; any issues may be resolved directly between IASP and Ooredoo.
- 3.6 The IASP will be able to market the services in zones according to what is agreed in this Annex and in accordance with the demand forecasts periodically delivered to Ooredoo.
- 3.7 All end customers who receive the Internet Broadband Resale service will be customers of, and users of the IASP, and will not be customers of Ooredoo for the purposes of this Agreement. To avoid doubt, Ooredoo does not grant any right upon the IASP's end customers to receive the wholesale services pursuant to this Agreement. The only rights conferred (to the extent that any are conferred under this Agreement) are upon the IASP who is party to this Agreement.

Branding, Sales, and Marketing

- 3.8 Subject to the remainder of this clause and unless otherwise agreed between the Parties, wherever technically and economically practicable, Ooredoo shall provide

the Service to IASP without attachment of the Ooredoo brand or other brands (this form of service provision being described as a “white-label basis”).

3.9 Subject to Clause 3.10, IASP will not:

3.9.1 Use any brand, sale, marketing, and advertising of the broadband resale services that Ooredoo in good faith considers is likely to bring the Ooredoo brand into disrepute;

3.9.2 Represent that Ooredoo participates (other than as a Wholesale services provider – without use of its logo or brand) in the provision of the internet broadband services to its end customers; nor

3.9.3 Represent that IASP is approved by, or an agent or dealer of, or affiliated with Ooredoo.

3.10 Any use by the IASP of Ooredoo brands, logos, trademarks, and other intellectual property shall always be subject to Ooredoo’s prior written approval.

4 Service Marketing Zones and Available Capacity

- 4.1 Due to the roll-out of Ooredoo network capacity, the Service is only available in specific geographic areas. The list of geographic areas shall be made available on Ooredoo's website at <https://www.ooredoo.om/AboutOoredoo/Wholesale.aspx>.
- 4.2 The Parties will from time to time agree on what zones that are available for the IASP. Available zones depend on the deployment capacity in the Ooredoo network. Ooredoo shall use its best efforts to make zones available, based on the forecasts from the IASP according to what is said in Clause 9 of the Main Agreement.
- 4.3 The Service will be provided in batches of 1000 lines in each zone per each IASP. In the event that a request is received for a smaller batch so as to provide the service in a non-urban area, for example, Ooredoo shall provide and price a product for such a lesser number of lines. Such a product and its related prices shall be subject to TRA approval.
- 4.4 The Parties shall from time to time, agree on what capacity, counted as numbers of customers, which is available per zone.
- 4.5 It shall be noted that Ooredoo is not in the position to discriminate between different IASPs. Capacity available for Service cannot be pinpointed to a specific IASP.

5 Internet Broadband Resale Service Package

5.1 The Internet Broadband Resale Service package consists of the following building blocks:

- i. Lease line connection (for AAA functionality);
- ii. Customer broadband access as per this Annex.

6 Network Operations and Maintenance

6.1 Network alteration and data management amendment

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

6.1.2 The requested Access Seeker 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.

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

6.1.4 Network Alterations shall be carried out within the timescales laid down in this Section 6. If the requested Access Seeker believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Access Seeker shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body of the Agreement.

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

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

6.2 The Parties shall agree network termination unit installation processes and procedures as part of a Joint Working Manual that contains specific procedures related to the Broadband Resale Service and shall be developed jointly by all industry players once the request for the Broadband Resale Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA.

7 Charges

- 7.1 The charges for Internet Broadband Resale Service are outlined in Annex F – Pricing.
- 7.2 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 as on a case-by-case basis against mutual agreed timelines and charges subject to TRA approvals.

8 Ordering and Delivery

- 8.1 The initial system set-up for the service shall be completed within no more than 60 Working Days. Individual customers will be activated within no more than 30 Working Days. This delivery date is subject to the Requesting Party having fully cooperated with Ooredoo and that there will be no delays caused by factors outside Ooredoo's control such as, for example, due to the delay arising from the involvement of governmental entities.
- 8.2 Ordering and delivery is handled according to the main body of the Agreement.

9 Fault management

9.1 Fault management is handled according to the main body of the Agreement.

10 Forecasts

10.1 Forecasts is handled according to the main body of the Agreement.