#### **ANNEX A**

**DEFINITIONS**

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General

This Annex lists the abbreviations and terms used in the Agreement.

List of Abbreviations

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| Abbreviation | Definition |
| AO | Acceptance of Order |
| AR | Acceptance of Request |
| CD | Completion of Delivery |
| CDR | Call Detail Record |
| CLI | Calling line identification  |
| CLIP | Calling line identification presentation |
| CLIR | Calling line identification restriction |
| DDD | Delivery Due Date |
| DDF | Digital Distribution Frame |
| DOO | Delivery Order Offer |
| DRO | Delivery Request Offer  |
| E1 | 2 Mbit/s transmission |
| GPRS | General Packet Radio Service |
| HLR | Home Location Register |
| IMSI | International Mobile Subscriber Identity |
| IP | Internet Protocol |
| MDF | Main Distribution Frame |
| MMS | Multimedia Message Service |
| NCD | Notification of Non-compliance of Delivery |
| ND | Notification of Delivery |
| OA | Order Acknowledgement |
| POI | Point of Interconnection |
| POP | Point of Presence |
| RA | Request Acknowledgement |
| SMS | Short Message Service |
| SO | Submission of Order |
| SR | Submission of Request |
| STP | Signaling Transfer Points |
| TAP | Transferred Account Procedure |
| TRA | Telecommunications Regulatory Authority |

List of Definitions

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| --- | --- |
| Term | Definition |
| 2 Mbit/s Leased Line | Providing Party 2 Mbit/s transmission element used to provide a part of the link from a Point of Connection. |
| Acceptance of Order | Acceptance by the Providing Party, signed Delivery Order Offer and is considered to be a binding agreement by the parties. |
| Acceptance of Request | Acceptance by the Providing Party, signed Delivery Request Offer and is considered to be a binding agreement by the parties. |
| Access Facilitation | Access or interconnection, as the case may be, to the essential facilities (excluding landing facilities or submarine cable) at a cable landing station. |
| Access and Interconnection Agreement | The agreement between Providing Party and the Requesting Party for the purposes of Access and Interconnection which shall include the main body of this Agreement, and the Annexes and Sub-Annexes. |
| Access Provider | Is any licensee who offers or provides wholesale Access and Interconnection Services. In this Agreement, it refers to Providing Party or Ooredoo. |
| Access Provider Exchange | An exchange which has the required access equipment installed to provide the access service. |
| Access Seeker | Is the licensee who requests or leases an Access and Interconnection Service. In this Agreement, it refers to Requesting Party. |
| Actual Date of Delivery | The date on which a Service actually comes into use. |
| ADSL Link | The digital point-to-point communications between an End User premises and the MSAN nearest to that End User premises. |
| Affiliate | Any entity controlled by, in Control of or under common Control of a Party hereunder. Control herein shall mean the beneficial ownership, directly or indirectly, of more than 50% of the voting rights of a company, or a corporate body or the ability to Control the composition or the decision of the Board of Directors or cause the direction of the management and policies of the company or the body corporate. |
| Aggregation Link | The logical or physical link between an End User, via Access Provider aggregation point and Access Seeker’s Point of Presence (POP). |
| Agreement | This agreement, including all its Annexes and as amended, modified, varied, assigned, notated, supplemented, or replaced from time to time. |
| Answer Signal | The signal required by the call originating Network to indicate the called party has answered the call. |
| Authorised Use | Under the Co-Location Annex, the installation, operation, maintenance, refurbishment, repair, alteration and/or replacement of the Installed Equipment for the purposes of the setting up and carrying out by Access Seeker of any licensed Telecommunications Services in the Sultanate of Oman and any other related activities permitted by Ooredoo. |
| Available Space | The space intended for collocation excluding the collocated space and reserved space. |
| Backhaul Circuit | A domestic telecom circuit which connects a cable landing station to the infrastructure or equipment of Access Seeker at its premises. |
| Billed Party | Shall mean the Party who receives an invoice from the Billing Party for Access & Interconnect Services it has received from the Billing Party. |
| Billing Dispute | Shall mean a dispute in relation to billing which is referred to in Main Body of the Agreement. |
| Billing Information | Information which must be provided by the Billing Party in support of invoices issued under this Agreement 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 full CDRs. |
| Billing Party | The Party who is issuing any particular invoice. |
| Billing Period | The agreed intervals at which billing takes place under this Access and Interconnect Agreement. |
| Bitstream Layer 2 Service | A Fixed Wholesale Access Service comprising the conveyance of IP messages (packets) from a customer’s broadband line, across the Providing Party’s network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the IP address in each IP message. Such messages are routed to a particular Requesting Party according to a pre-determined nomination by the originating customer. The interface at the Point of Interconnection uses a Layer 2 technology, such as Asynchronous Transfer Mode (ATM – ITU Recommendation I.150) or Ethernet (IEEE 802.3). |
| Bitstream Layer 3 Service | The Fixed Wholesale Access Service comprising the conveyance of IP messages (packets) from a customer’s broadband line, across the Providing Party’s network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the IP address in each IP message. Such messages are routed to a particular Requesting Party according to a pre-determined nomination by the originating customer. The interface at the Point of Interconnection uses Layer 3 Internet Protocol. |
| Bistream Port | The capability to provide a product to an In Service telephone number /CLI or a unique circuit reference number (CRN). |
| Cable Landing Station | The location, (i) at which the international submarine cable capacity is connectable to the backhaul circuit; (ii) at which International submarine cables are available on shore, for accessing international submarine cable capacity; and such location in the buildings containing the onshore end of the submarine cable and equipment for connecting to backhaul circuits. |
| Call | A successful transmission path established through the Parties’ Networks, or a Party’s Network, to by which messages can be passed from an originator and delivered through conveyance to a network terminating equipment so that speech and data can be exchanged between the originating network equipment and the terminating network equipment. |
| Call Charges | The charges payable by Requesting Party for Calls made or received by Requesting Party Customers and utilising the Providing Party Services, as set out in the specific Annexes. |
| Call Duration | Call Duration is the duration of elapsed time as described by Section 1.2.2 of ITU-T D 150 “conversation time”. |
| Call Detail Record (CDR) | Records generated in relation to the conveyance of any Call over the Providing Party Network, any data as to the record type, service provider identity, mobile phone number, call direction (whether mobile to mobile, mobile to fixed or other direction), call date, call time, dialled digits, charges, originating cell identity, duration in seconds, length of call in units, zone number (whether national, roamed or other), tariff code (being the pricing profile of the call), package, or call type identity, together with such other data as constitute traffic data from time to time |
| Calling Line Identification (CLI) | Calling Line Identification as defined by the ITU-T. |
| Chargeable Call | A Call shall be deemed a Chargeable Call which is chargeable in each Billing Period if:1. A Call is handed over at a Point of Interconnection and during the SS7 signaling 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
2. A SS7/C7 answer condition/signal in the backward direction has been received by the terminating or transiting Network Party (‘B’ number answer).
3. A Chargeable Call shall include a Call that is 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).
4. A Chargeable Call is referred to as a Call in the Reference Offer.
 |
| 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. |
| Charges | The charges for the Providing Party Services as set out in the specific Annexes and any other charges agreed in writing by the parties for services provided by Providing Party under this Agreement. |
| Collocated Space | The space which has been allocated for collocation to the Requesting Party. |
| Co-Location Services | The co-location services described in Schedule 2 of the Co-Location Annex. |
| Co-Location Sites | The areas and sites owned or operated by Ooredoo more particularly described in Schedule 1 of the Co-Location Annex together with all (if any) Site Infrastructure at the Co-Location Site. |
| Commencement Date | The effective date of this Agreement. |
| Commencement Date of Charging | The date on which charging for a service commences.  |
| Completion of Delivery | Acceptance sent to Providing Party from Requesting Party, that the delivery is completed as specified. |
| Confidential Information | Any information, whether in written or any other form, which has been disclosed in the course of the discussions leading up to or the entering into or performance of this Agreement (including this Agreement) and which is identified as confidential or is clearly by its nature confidential and as set out in the Main Body of the Agreement. |
| Customer | A person or entity who is the end-user of the services and authorizes a Party to act on its behalf for the purpose of securing services from the other Party; or a person subscribing to the Operator’s service, including without limitation, end users and resellers. |
| Customer Authorization Form (CAF) | The form completed and signed by the end user, or the recording of Third Party Verification, or the electronic form completed by the end user, or the recording of an Operator’s internal customer verification to approve a change of services. CAFs are accepted for Migration Services. |
| Customer Number Range | Any number range, either geographic or non geographic, from which individual numbers or groups of numbers are assigned to specific end user customers.  |
| Data Management Amendment | Such data reconfiguration of the Providing Party Network or the Requesting Party Network as is necessary for the access, routing and charging of Calls. |
| Delivery Confirmation | Written confirmation that the Delivery Due Date will be met. |
| Delivery Due Date | The date Providing Party is prepared to deliver the order or request. |
| Delivery Order Offer | Sent by Providing Party to Requesting Party and consists of the order details given by the Requesting Party and the Delivery Due Date. |
| Delivery Request Offer | Sent by Providing Party to Requesting Party and consists of the request details given by the Requesting Party and the Delivery Due Date. |
| Disclosing Party | A Party disclosing information covered by this Access and Interconnection Agreement.  |
| Dispute | Any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Access and Interconnection Agreement (excluding breaches of this Access and Interconnection Agreement). |
| Dispute Resolution | The process agreed by the parties for resolution of disputes subject to the relevant provisions of the A&I Regulation |
| Due Date | A date which is 30 calendar days after the date of an invoice, unless specified otherwise in the Agreement.  |
| End-User | The actual user consuming the Services provided under this Agreement. |
| End-User Data | Information relating to the Parties’ Customers which constitutes personal data, including their names, addresses, email addresses and account histories, including Call Data Records. |
| End-User Equipment | Electronic communications equipment which are of a type approved under all applicable legislation and are compliant with relevant standards having legal effect in the Sultanate of Oman and which are used to access services delivered under this Agreement. |
| End-User Premises | The location where splitter and DSL modem or other equivalent technology necessary to support the End-User ability to use the Services.  |
| Fixed Call Termination | Acceptance of Calls handed over from the Access Seeker’s Network to Ooredoo’s Fixed Network and for which Ooredoo’s fixed number is provided, and delivery or offer of delivery of each such Call to the Ooredoo’s designated destination in respect of that Call. |
| Fraud | Any fraudulent, corrupt, dishonest, illegal or other unauthorised use (whether actual or attempted) of the Services provided by either Party to this Agreement including the illegal use of Providing Party Network, SIM Cards, vouchers, recharge codes or End-User Equipment, SIM boxes / GSM gateways and any other devices that might negatively impact the Providing Party’s Network, revenue or degrade the quality of Providing Party Services. Services which shall be illegal and therefore constitute fraud include but are not limited to the following: (a) any service which is not covered in the license of the Requesting Party but is provided to End Users without and Access and Interconnection Agreement with Providing Party; and (b) any service which is explicitly forbidden in the Access and Interconnection Agreement but the Requesting Party provides it without the approval of the Providing Party.  |
| Fraud Prevention Initiatives | The initiatives operated by either Party, or by Third Party Operators, to assist in the detection or prevention of Fraud from time to time and duly notified to the other Party. |
| Gaining Operator | The Party gaining a Customer through the Bitstream Port Transfer service or Migrations. |
| General Packet Radio Service (GPRS) | All data services over the Providing Party Mobile Network. |
| Grooming Service | Breaking down higher capacity outputs from the submarine cable at a place or point at which it terminates into the lower capacity channels for connection to the backhaul circuits of Access Seeker. |
| Handover distribution frame | An intermediary distribution frame which connects collocated equipment with the Main distribution frame. |
| Handset | A mobile electronic communications handset or other customer terminal equipment or device. |
| Installed Equipment | The equipment installed or to be installed by Access Seeker at the Co-Location Sites. |
| Installed Infrastructure | The structures, fixtures and fittings, cable trays, buildings, equipment shelters, back-up generators and towers installed or to be installed by Access Seeker at the Co-Location Sites. |
| Intellectual Property | Any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property. |
| Interconnection | The physical and logical linking connection of the Providing Party and Requesting Party Networks, or the Providing Party Network to and with Third Party Operators’ networks, for the conveyance of the telecommunications traffic or to access services provided over or via that other network as outlined in Annex B. |
| Interconnection Link | Providing Party transmission capacity of Leased Line elements between Providing Party Interconnection Node and Requesting Party Interconnection Node. |
| Interconnection Network | The combination of all the Interconnection Links between the two Parties which represents the totality of the connection of the two Networks. |
| Interconnection Service | A telecommunications service for which agreement has been reached by the Parties to convey on the Interconnection. All Interconnection Services are detailed in Annex B.  |
| Interconnection Traffic | Telecommunications traffic conveyed between the Parties by way of Interconnection. |
| International Fixed Call Termination Services | Acceptance of Calls handed over from the Access Seeker’s Network to Ooredoo’s Fixed Network where the Call has been originated in other countries. |
| International Mobile Subscriber Identity (IMSI) | A specific number associated with the user, conforming to the ITU E. 212 numbering standard. |
| International switch | Any of the two switches used by Providing Party for the international traffic. |
| Losing Operator | The Party losing a Customer through the Bitstream Port Transfer service or Migrations. |
| Manuals | Working documents for such activities as Planning, Provisioning, Testing, Operations and Maintenance which the parties may agree. They will not form part of the Access and Interconnection Agreement. |
| MDF | Main Distribution Frame located at a telephone central office terminates the cables leading to subscribers on the one hand, and cables leading to active equipment (such as DSLAMs and telephone switches) on the other. Service is provided to an End User by manually wiring a twisted pair (called a jumper wire) between the telephone line and the relevant DSL or POTS line circuit. |
| Metallic Path | Raw copper pair. |
| Migration | The actual transaction for which an order is placed to move between eligible services. |
| Migrations Product Description | The document containing the details required to complete the migration between the two operators, which should include the requester customer account details, numbering details to be migrated, and check list and validation. |
| MSAN | Multi Service Access Node: the network node that receives signals from multiple customers. |
| Narrowband Services | Plain old telephony services (POTS). |
| Network | The Providing Party Network or the Requesting Party Network as the case may be.  |
| Network Alteration | A physical change within one Party’s Network which is necessitated, to ensure continued efficient operation of the Interconnection, by a change made by the other Party to this Access and Interconnection Agreement without bi-lateral agreement.  |
| Network Information Recorded Announcement | An announcement provided by Providing Party or the Requesting Party which provides information to the calling party in relation to the digits dialed and the progress towards connection of the Call. |
| Network Termination Point | The demarcation point between the operator’s network and the customer’s equipment, usually sited on the customer’s premises. |
| Notification of Delivery | Notification sent to Requesting Party from Providing Party, informing that the delivery of Service has been completed. |
| Notification of Non Compliance of Delivery | Notification sent to Providing Party from Requesting Party which states that delivery of service has not been completed. |
| NTU | Network Termination Unit is a device located at the final interconnect point between the PSTN (Public Switched Telephone Network) and the customers' own equipment. |
| Number Unobtainable | A tone provided by Providing Party or the Requesting Party of the called Network in cases where the called number is not active.  |
| Order Acknowledgement | Acknowledgement sent by Providing Party to Requesting Party that the Submission of Order has been received |
| Originating Network | Is the network to which the originating customer is first connected  |
| Party or Parties | A party to the Access and Interconnection Agreement as the context demands. |
| Performance Bond | Unconditional and irrevocable bank guarantee, issued by a bank acceptable in the Sultanate for commercial transactions. This is one form of financial security.  |
| Point of Interconnection | The point at which the Providing Party Network connects with the Requesting Party Network on each Interconnection Path. |
| POP | Point of Presence is an aggregation or network connection point in the Access Seeker’s network located at premises owned or shown to be leased by the Access Seeker or at a Access Provider collocation facility but for the avoidance of doubt cannot be at an End User premises. |
| Port Capacity | The number of 2Mbit/s switch ports at a Point of Interconnection. |
| Port Capacity Order | An order for 2Mbit/s port capacity at a Point of Interconnection submitted by one Party to the other Party. |
| Providing Party | Ooredoo Oman |
| Ready for Service Date | The date by which the Service requested will be available. |
| Receiving Network | The network in receipt of a call across any Interconnection. The Receiving Network may also be a Transit Network or a Terminating Network. |
| Receiving Party | A Party who received any information from the other Party in relation to the Interconnection or Interconnection Services.  |
| Regulation | Regulation generally means all regulations issued by the TRA, and specifically means the TRA Decision No. 25/2016 issuing the Access and Interconnection Regulation. |
| Regulatory Change | In relation to Providing Party, any change to applicable telecommunications law in the Territory or any relevant subordinate legislation or any new legislation or new regulations or amendment thereto which in any case has a material effect (whether immediate, prospective and/or retrospective) on this Agreement. |
| Regulatory Condition | Any regulation, condition, direction, decision, notification or order made by the Telecommunications Regulatory Authority or any other relevant regulatory body (including any enforcement action by the Telecommunications Regulatory Authority or such other regulatory body) or any code or codes of practice issued by any competent authority, whether or not such code or codes are expressed to be legally binding, and any voluntary codes applied by any industry body or association, governing or affecting a party's activities. |
| Reference Capacity | Capacity not directly owned by Ooredoo. |
| Request Acknowledgement | Acknowledgement sent by Providing Party to Requesting Party that the Submission of Request has been received. |
| Requesting Party | The Party who is requesting the other Party to carry out some activity in relation to the Access, Interconnection or Interconnection Services. |
| Services | All services provided by the Access Provider to the Access Seeker pursuant to the Agreement. |
| Service Levels | The service levels applicable to the provision of the Providing Party Services, set out in the specific Annexes. |
| Site Infrastructure | The structures, equipment, fixtures, fittings, buildings, towers and other apparatus situated on the Co-Location Sites as at the Commencement Date and/or erected or installed by Ooredoo during the Term. |
| Site Sharing Fees | The fees more particularly described in Schedule 3 of the Co-Location Annex payable by Access Seeker to Ooredoo in respect of each of the Co-Location Sites. The Site Sharing Fees shall be inclusive of all taxes, customs duties and levies. |
| SPOC | The single point of contact for communications between the Parties in relation to matters arising from this Agreement. |
| Switch | Telecommunications apparatus within a Network which performs the function of switching and routing Calls. |
| System | Any instance of equipment, device, software program, firmware program or other entity belonging to or otherwise under the control of either Party, the alteration of which by the said Party will have effect on the compatibility of corresponding or other facilities of the other Party or on the ability of the other party to fulfill obligations defined by this Agreement. |
| System Alteration | Any change, modification or alteration to a System. |
| Telecommunications Services | Has the meaning given to that term in the Telecommunications Regulatory Law. |
| Telecommunications Equipment Shelters | Two shelters for the storage of telecommunications equipment, measuring 3.4x3m and 3.4x5m respectively, as more particularly described in Schedule 1 of the Co-Location Annex. |
| Telecommunications Regulatory Authority or TRA | Telecommunication Regulatory Authority of Oman established pursuant to Royal Decree 30/2002 (the "Telecommunications Regulatory Law") |
| Terminating Network | The network to which the called customer is connected. |
| Territory | The Sultanate of Oman |
| Third Party | Any Party other than the Parties to this Access and Interconnection Agreement. |
| Third Party Operator | Any telecommunication operator that is not a party to this Agreement. |
| Toll Free Numbers  | These are numbers to which the retail call price to the originating customer is zero in accordance with the numbering conventions of Oman. |
| Transfer | A service that can be used by a Gaining Operator to move a Bitstream Port from the Losing Operator’s network to the Gaining Operator’s network to a Bitstream product of the Gaining Operator’s choosing. |
| Transfer Authorization Form (TAF) | The form authorizing the Gaining Operator to submit the request to transfer on behalf of a Customer for the Bitstream Layer 2 Service only. |
| Transit | An operator of a network “B” receives traffic from the operator of another network “A” and on behalf of “A” conveys this traffic on to a third (and different to A and B) operators’ network “C”. |
| Transit Network | Any public switched telephone network involved in the conveyance of a call which is neither an Originating Network nor Terminating Network. |
| Unauthorized Provisioning of Services | Any activity undertaken that attempts to initiate a service change without the consent of the customer. This is also known as “slamming”. |
| Unpaid Invoices | Any invoice duly issued by one party to the other which has not been settled by the due date |
| Virtual Co-Location | A location, (i) of Access Seeker, being outside the cable landing station, whether adjacent or at a distant from such station; (ii) at which Access Seeker may install its equipment so as to access the submarine cable capacity from the cable landing station. |
| Working Day | Any day other than Friday, Saturday, public or bank holiday in Oman on which Providing Party is open for conducting business. |