

ANNEX B-9
Access to Landing Stations

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1 General

- 1.1 This Sub-Annex sets out the Ooredoo offer for access facilities and services allowing the Access Seeker to terminate its national transmission links at a submarine cable landing station (SCLS) of Ooredoo, and to co-locate equipment at the SCLS and have transmission capacity connected to transmission capacity on one or more submarine cables.
- 1.2 The Services are only available to companies physically directly connected to Ooredoo's network.

2 Definitions

- 2.1 See Definitions in Annex A of the Agreement.
- 2.2 The following definitions shall apply specifically to this Annex:
- 2.2.1 “Access Facilitation” means access or interconnection, as the case may be, to the essential facilities (excluding landing facilities or submarine cable) at a cable landing station;
- 2.2.2 “Backhaul Circuit” means a domestic telecom circuit which connects a cable landing station to the infrastructure or equipment of Access Seeker at its premises;
- 2.2.3 “Cable Landing Station” means means 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;
- 2.2.4 “Grooming Service” means 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; and
- 2.2.5 “Virtual Co-Location” means 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.
- 2.2.6 “Reference Capacity” means capacity not directly owned by Ooredoo.

3 Services

- 3.1 The following services are covered by this Annex:
- (a) Access facilitation to cable landing station and related international submarine cable capacity, and
 - (b) Co-location at cable landing station.
- 3.2 The Access Seeker undertakes to comply with the applicable security and monitoring requirements under its license and applicable laws and regulations.

4 Access Facilitation Services

4.1 DEMAND FOR ACCESS TO REFERENCE CAPACITY

- 4.1.1 On execution of the Agreement, Ooredoo shall initiate the provisioning of the Access Facilitation for the Access Seeker. However, the same shall be subject to receipt of Charges from the Access Seeker for the same, either within 5 days of execution of the Agreement, or the Access Seeker having in place a bank guarantee that adequately covers the costs of the work and services ordered, in which case the payment terms set out in Section 10 of the Main Agreement shall apply.
- 4.1.2 In event ACCESS SEEKER requires Backhaul Circuit facility from OOREDOO, it shall within ten days of execution of the Agreement, approach OOREDOO for the same, to enable parties to agree on terms and conditions, including but not limited to testing procedures, for conducting necessary tests so that the backhaul circuit remains in a state of readiness for interconnection before the tests for Reference Capacity provisioning are carried out.
- 4.1.3 In the event ACCESS SEEKER takes Backhaul Circuit from a service provider who has been granted license to provide basic service or cellular mobile telephone service or national long distance service, or international long distance service, OOREDOO shall facilitate the interconnection between the ACCESS SEEKER's Capacity and the said service provider's Co-location equipment for provisioning of backhaul circuit.

4.2 TESTING AND COMMISSIONING OF REFERENCE CAPACITY

- 4.2.1 OOREDOO upon successful testing of the backhaul circuit shall take all necessary steps including testing of links, to interconnect the Reference Capacity to the Backhaul Circuit or equipment of the service providers collocated at the cable landing station or at a Virtual Co-location.
- 4.2.2 In the event that the Reference Capacity has to be provisioned from the Cable Landing Station to another intercity location in Oman or any other submarine cable station within Oman, OOREDOO and ACCESS SEEKER shall conduct necessary tests, as per the testing procedure within ten days or as may be mutually agreed.

- 4.2.3 OOREDOO shall allow ACCESS SEEKER to provide Grooming Services at the cable landing station.
- 4.3 CAPACITY UP-GRADATION In case the capacity up-gradation is required to be provided for Access Facilitation to international submarine cable capacity at cable landing station, OOREDOO, on receipt of request for such up-gradation and payment of charges for such up-gradation from the ACCESS SEEKER, shall make reasonable endeavors for the up-gradation as per mutually agreed terms and conditions including time frame for such up-gradation.
- 4.4 PERIODIC MAINTENANCE
- 4.4.1 OOREDOO shall after giving 3 days' notice to the ACCESS SEEKER, conduct periodic maintenance on its equipment located in the cable landing station.
- 4.4.2 OOREDOO shall also undertake emergency maintenance of its equipment located in the cable landing station, without any notice to ACCESS SEEKER.
- 4.4.3 Notwithstanding anything to the contrary, suspension of any service under this agreement should be subject to the suspending party informing the TRA prior to suspension of the service and obtaining its prior approval. In the event that the suspension is due to reasons that adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, or is liable to cause, harm or damage to the other Party's business, the suspending party may suspend, to the extent necessary, such of its services 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 such an event and where it is not reasonably practicable to obtain the prior approval of the TRA at the time of suspending such service, notice shall be served immediately of the event and the reasons to the other party and a copy of the same shall be sent to the TRA explaining the reasons and why prior approval was not possible. Where the suspension of the service is for maintenance reasons, advance notice shall be served on the Access Seeker as soon as the maintenance is scheduled. For the avoidance of doubt, scheduled temporary suspensions of service for maintenance reasons shall not require TRA prior approval but shall be notified to the Access Seeker and to the TRA for consumer information purposes.

5 Co-Location Services

5.1 PURPOSE

- 5.1.1 The Co-location space shall be used by [ACCESS SEEKER] for the purpose of accessing submarine cable capacity in the cable landing station.
- 5.1.2 The equipment of [ACCESS SEEKER] installed at the Co-location space may be used:
 - (a) to interconnect to the cable landing station for provisioning of Backhaul Circuit; or
 - (b) extending the Reference Capacity to the Point of Presence or premises of [ACCESS SEEKER].

There may be cases where co-location is not required for the Access to Landing Stations service where Ooredoo might provide the full backhaul to an alternative location, and co-location is always subject to the Access Seeker's request.

5.2 ALLOCATION OF ALTERNATIVE CO-LOCATION SPACE

- 5.2.1 In case OOREDOO is unable to offer, due to space limitations or any other valid reason, the physical Co-location requested for by the [ACCESS SEEKER], [ACCESS SEEKER] shall arrange to procure virtual co location & OOREDOO shall take reasonable measures to cooperate in [ACCESS SEEKER]'s endeavors in respect of the same to enable such [ACCESS SEEKER] to have Access Facilitation: Provided that in case OOREDOO is unable to offer Co-location space and [ACCESS SEEKER] fails to arrange a Virtual Co-location site, then [ACCESS SEEKER] shall arrange to procure an alternate site other than the Virtual Co-location and OOREDOO shall take reasonable measures to cooperate in [ACCESS SEEKER]'s endeavors.
- 5.2.2 The charges relating to alternate site and/or Virtual Co-location and for interconnecting link to the cable landing station shall be exclusively borne by the [ACCESS SEEKER].
- 5.2.3 In case an [ACCESS SEEKER] is offered, a Virtual Co-location facility by OOREDOO, in that case OOREDOO shall make available required elements including duct within the building for the purpose of running an

interconnection cable within the cable landing station for which the charges shall be payable and borne exclusively by [ACCESS SEEKER].

5.2.4 [ACCESS SEEKER] shall arrange the telecommunication link from Virtual Co- location Site to cable landing station, cost of which shall be borne exclusively by such [ACCESS SEEKER].

5.3 ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT

5.3.1 If [ACCESS SEEKER] intends to replace, modify or re arrange any of its Co- location equipment's in the Co-location space or install additional Co-location equipment in the Co-location space, it shall submit a request in writing to OOREDOO for such modification, rearrangement or additional Co-location equipment or replacement, as the case may be and OOREDOO shall intimate, within ten days of receipt of such request, its decision for such replacement, modification or re-arrangement.

5.3.2 [ACCESS SEEKER] shall, upon receipt of acceptance from OOREDOO for such request, modify, rearrange or replace, as the case may be, any of its Co-location equipment's in the Co-location space or install additional Colocation equipment in the Co-location space after making payment of all charges and fulfilment of other requirements.

5.4 INSTALLATION OF CO-LOCATION EQUIPMENT BY [ACCESS SEEKER] The [ACCESS SEEKER], shall install its Co-location equipment in the Co-location space as may be mutually agreed upon between it and OOREDOO, in accordance with the Co- location equipment installation and maintenance procedures/ guidelines to be developed by the parties.

5.5 AUTHORIZATION FOR PHYSICAL ACCESS FOR CO-LOCATION SPACE AT CABLE LANDING STATION. [ACCESS SEEKER] shall communicate, the names of its personnel to OOREDOO who shall allow them access to the Co-location space and issue the authorization for physical access.

5.6 PROHIBITION TO SUB-LEASE THE CO-LOCATION SPACE [ACCESS SEEKER] shall not assign this Agreement in respect of or sub-let the Co-location space at the cable landing station and Co-location site.

5.7 NO OBLIGATION OF OOREDOO TO PLACE CO-LOCATION EQUIPMENT OF [ACCESS SEEKER] ADJACENT TO EACH OTHER Ooredoo shall endeavour to accommodate any reasonable request by the [ACCESS SEEKER] for adjacent placement of its Co-location equipment adjacent to each other but such request

shall not confer any right upon [ACCESS SEEKER] for adjacent placement of its Co-location equipment and the Co-location space allocated and the actual placement of the Co-location equipment as determined by Ooredoo shall be final.

6 Charges

Charges are outlined in Annex F – Pricing.

7 Ordering and Delivery

- 7.1 The Service under this Annex will be delivered within no more than 70 Working Days (assuming space is actually available). All normal requests for site access to Ooredoo premises should be provided within 7 Working Days – emergency access shall be provided as soon as possible when equipment needs immediate maintenance attention. Cable pulling between lead-in and colocation space shall take no more than 70 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.
- 7.2 Generic ordering and delivery is handled according to main body of the Agreement.

8 Fault management

- 8.1 Fault management is handled according to the sections in the main body of this Agreement.

9 Forecast

9.1 Forecasting shall follow the process stipulated in the Agreement

10 Network Operations and Maintenance

9.1 Network alteration and data management amendment shall be in accordance with the Main Body of the Agreement.