

Reference Access & Interconnection Offer of Oman Telecommunication Company (S.A.O.G)

Main Agreement

عمانتل
Omantel

THIS AGREEMENT is made on _____

between

Oman Telecommunications Company (S.A.O.G.)

incorporated as per the Laws of the Sultanate of Oman, bearing Cr. No. 1/64074/7, having
its registered office at P.O. Box 789, Ruwi 112, Sultanate of Oman

(hereinafter referred to as “Omantel” or “Providing Party”)

and

[LEGAL COMPANY NAME]

incorporated as per the Laws of the Sultanate of Oman, bearing Cr. No. [NUMBER]

having its registered office at [ADDRESS], Sultanate of Oman

(hereinafter referred to as “Operator” or “Requesting Party”)

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1 Introduction

- 1.1 This Access and Interconnection Agreement (hereinafter referred to as the “Agreement”) governs Access and Interconnection services which Omantel offers to a Requesting Party in compliance to Access and Interconnect Regulations issued by Telecom Regulatory Authority (TRA) on April 17, 2016 (the “A&I Regulations”).
- 1.2 This Agreement, and its annexes (together, the “Agreement”) constitute the terms of contract between Operator and Requesting Party for Interconnection and Access services (the “Services”).

2 Preamble

WHEREAS

- 2.1 The Requesting Party is in possession of a Class [XX] license to install and operate [XX] services system pursuant to the provisions of the [TYPE]. [(XX/20XX)];
- 2.2 Omantel is in possession of Class I Fixed and Mobile Licenses pursuant to the provisions of the Royal Decree No. (20/2004) and in accordance with the Act;
- 2.3 This Agreement shall be governed by the provisions of the Telecom Act (hereinafter referred to as the "Act"), Telecom Executive Regulations (hereinafter referred to as the "Executive Regulation") issued by Resolution No. (144/2008), A & I Regulations, Omantel's Reference Access and Interconnection offer (hereinafter referred to as the "RAIO") and any amendments thereto and such other regulations in force in Oman (collectively the "Regulations")
- 2.4 Pursuant to the Regulations as public telecommunication system licence holders, the Parties are entitled to certain Services in accordance to the provisions of the RAIO. The Parties acknowledge and agree that the written approval of the Telecommunication Regulatory Authority of the Sultanate of Oman (hereinafter referred to as the "TRA") is required and is a condition precedent for the enforceability and validity of this Agreement; Omantel has agreed to provide certain Services to the Requesting Party, as defined below, in accordance with the principles set out in the Regulations The services shall be provided on the terms and conditions as provided for in this Agreement;
- 2.5 This Agreement recognises the necessity of effective telecommunication in the provision of quality telecommunications services to the Parties' respective customers;
- 2.6 This Agreement governs the relationship and understanding between the Parties regarding the access to Omantel's network and interconnection between the Parties networks;
- 2.7 **THE PARTIES HEREBY AGREE AS FOLLOWS:**

3 Definitions and Interpretations

- 3.1 In this Agreement, except if the context requires otherwise, words, terms and expressions shall have the meanings given to them in Annex L.
- 3.2 References to Acts, Royal Decrees, Regulation, Ministerial Decisions and other legislation of any type shall include amendments thereto from time to time, re-enactment and any sub-ordinate legislation thereunder made from time to time.
- 3.3 Terms which are not defined in Annex L shall have the meanings given to those terms in the Act, Regulation or any regulations, decisions or other similar legislation or decisions issued by the TRA or the Ministry of Transport and Communications pursuant to the Regulation.

4 Commencement and Duration

- 4.1 This Agreement takes effect from the date after the date which the TRA's approval is issued or expiry of forty-five (45) days from the date of submission of this Agreement to the TRA and the TRA expresses no objection to the Agreement whichever occurs earlier and shall, continue in form and effect for an indefinite period of time unless terminated as per its terms and conditions and in compliance with the Regulations.

5 Access & Interconnection Services

- 5.1 Access and Interconnection is made available to the Requesting Party at Points of Interconnection (hereinafter referred to as a "POI") which are defined in Annex C and Sub Annexes thereto. The Parties agree that the technical standards which shall apply are those set out in Annex E and the Parties shall comply with such standards.
- 5.2 The POI shall be the point at which the networks of the Parties connect and shall be a physical point where interface testing can be done, as indicated in Annex D. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the POI to such Party's Network in order to meet the agreed forecasts in Annex F. Each Party shall be wholly responsible for the operation and maintenance of the relevant transmission medium in each case.
- 5.3 Annex C, including its Sub Annexes, provides details of the Services to be provided by Omantel. Annex C also includes supporting services that the Operator can order.
- 5.4 Requesting Party shall procure Services by submitting a Request or an Order in accordance with the agreed process established under this Agreement (Annex H), which out the Service requested and information reasonably necessary for Omantel to provide that Service, including term of the Service, volume requirements, technical and logistical specifications, and geographic scope and such other necessary details. Acceptance of such Request or Order by Omantel and provision of the Services is subject to submission of accurate information by Requesting Party, compliance with this Agreement and Regulations and will be confirmed in the Delivery Order Offer.
- 5.5 Reciprocity in the provision of the Services shall be applicable between the Parties, if such reciprocity request is consistent with the Regulations.
- 5.6 The Parties mutually reserve the right to an option to negotiate in order to agree upon a different basis for charging to that set out in the pricing schedules of Annex M in accordance with the provisions of Article (46) of the Act, and Articles (81) and (82) of the Regulation and (or) the relevant TRA's regulations. If, however, such an agreement is not reached between the Parties, the said pricing schedules shall apply.

6 Charging for Interconnect & Access Services

- 6.1 The Parties shall pay to each other the charges for the applicable Services specified in and pursuant to Annex B and Annex M hereof.
- 6.2 No charges shall be payable under this Agreement unless such charges are referred to herein and are compliant with the relevant regulations. In the event of any changes in such charges, these changes shall only apply if they are made in accordance with this Agreement and the relevant laws and further they shall not apply retrospectively provided always that the Parties shall abide by mandatory directives of the TRA as provided for by applicable Omani law and furthermore shall abide by any judgment delivered by a court of competent jurisdiction.

7 Financial Security

- 7.1 It is a condition precedent to this Agreement that the Requesting Party shall provide to Omantel such financial security (whether by way of deposit, guarantee or otherwise) as in the opinion of Omantel is appropriate against the Operator's non-compliance with or non-observance of any of the provisions hereof (including without limitation the failure to pay charges), unless otherwise agreed by Omantel in writing. Omantel may, at any time during the term of this Agreement, require the Requesting Party to provide further security in the form of a bank or other guarantees (or to provide some other form of financial security, for example a deposit), which in the opinion of Omantel is/are appropriate.
- 7.2 In accordance with Clause 7.1 above, the Requesting Party shall provide a bank guarantee for each Service as per Annex N (Credit Assessment).
- 7.3 Only after the bank guarantee, as per the amount defined in Annex N (Credit Assessment), has been issued and handed over to Omantel, Omantel will enable the ordered Service.
- 7.4 Requesting Party's refusal to provide such security, if applicable, or failure to provide such security if applicable within thirty (30) days (or such longer period as Omantel may reasonably allow) from the date of Omantel's request for this Agreement or for the Agreement becoming effective and in accordance with the provisions of Article (84) of the Regulation, shall be deemed to be a breach of this Agreement by the Requesting Party.

8 Measurement of Traffic

- 8.1 The Parties shall provide appropriate measurement and recording related to all of the Services to be provided under the terms of this Agreement, including but not limited to measurement of traffic each Party provides to the other as provided for under the terms of this Agreement and for which such Party will be the Billing Party.
- 8.2 Each Party shall ensure that it records and measures the services to be provided under the terms of this Agreement in sufficient detail to meet its obligations as outlined in Annex B, the applicable Sub Annex of Annex C, and Annex M.

9 Billing and Payment

- 9.1 Each Party shall issue invoices and pay invoices in accordance with the procedures outlined in Annex B. The amounts of all such invoices shall be calculated in accordance with Annex B and Annex M. No charges shall be payable under this Agreement by one Party to the other unless such charges are specifically referred to in this Agreement.
- 9.2 The Parties shall not engage in any artificial inflation of traffic and will use their reasonable endeavours to detect and identify any artificial inflation of traffic and in particular any resultant distortion of billing which has or may occur and which has been caused by actual or suspected fraudulent actions, artificial inflation of traffic by either of the Parties, or any other similar abuse by a Third Party Operator. The Parties shall share such information with each other and shall further use reasonable efforts to pursue with each other the appropriate actions in order to prevent any such artificial inflation of traffic, distortion of billing and/or fraudulent actions or abuses.
- 9.3 There shall be no right of set-off with amounts due under this Agreement or between the Parties in respect of any outstanding payments due as between them pursuant to any other agreements.
- 9.4 No charges shall be payable under this Agreement by one Party to the other unless such charges are specifically referred to in this Agreement or is charged according to the provisions of Annex M.
- 9.5 Invoices are due and payable in Omani Rial. Invoices are payable within 15 calendar days from the date of issue of the invoice unless other provisions are agreed as specifically set out in Annexes or Sub Annexes to this Agreement.
- 9.6 Each Party shall provide to the other, invoices of all amounts due, calculated in accordance with the provisions in Annex B and Annex M, including Sub Annexes hereof, to this Agreement.
- 9.7 Any Dispute between the Parties concerning billing matters shall be referred to an expert determination as provided under A&I Regulations.

10 System Alteration

- 10.1 If any Party wishes to make a System Alteration, such Party must ensure that the changes do not inflict or in any way harm or disrupt the Other Party System or have any negative effects on any of the obligations pursuant this Agreement.
- 10.2 A Party (the "Alteration Requesting Party") wishing to make a System Alteration shall give to the other Party (the "Requested Party") not less than three (3) months written notice prior to the start date for the implementation of the anticipated System Alteration. The notice shall specify the reason for the System Alteration, technical information in sufficient detail to allow the Requested Party to assess the extent of changes to its System and the date of the anticipated implementation.
- 10.3 The Requested Party shall notify the Alteration Requesting Party as soon as practicable, but in any event not more than one (1) month after receipt of such notice, of any alterations required to that Party's System as a result of the proposed System Alteration and, if the provisions in Clause 10.7 do not apply, a quotation for the cost of such alterations calculated on the basis of the minimum cost consistent with international best practice.
- 10.4 If the Requesting Party agrees to the alterations required to the Requested Party's System and agrees to the quotation if applicable, the Parties shall agree to a plan within two (2) months of receipt of the notice referred to in Clause 10.2 to implement the System Alteration and the resultant alterations to the Requested Party's System. The System Alteration shall be carried out and the Requested Party shall carry out such alterations to its System in accordance with the agreed plan which shall include any testing that may be necessary.
- 10.5 If the provisions in Clause 10.7 do not apply, and if the Requesting Party giving the notice pursuant to Clause 10.2 does not agree to the alterations notified to it pursuant to Clause 10.3 and/or the quotation referred to therein, the Requesting Party shall so notify the Requested Party, and the Parties shall treat the matter as a Dispute according to Clause 16 herein. The Requesting Party shall not implement the relevant System Alteration until such Dispute is resolved.
- 10.6 In the event that Clause 10.4 applies, upon completion of the relevant alteration to the Requested Party's System, the Requested Party shall invoice the Requesting Party for the costs of such alteration for an amount not exceeding the quotation agreed under Clause 10.2. In any event, such invoice shall be in accordance with the

terms of the agreement reached in relation to the relevant alteration pursuant to Clause 10.4.

10.7 Each Party shall pay its own costs arising out of the System Alteration, including all relevant testing and the costs of the alterations to the Requested Party's System, if:

10.7.1 the Parties agree in writing to change their respective Systems for their mutual benefit;

10.7.2 the System Alteration is required by a decision of the TRA pursuant to the powers given to it under the Act, the Regulation which directs each Party to pay its own costs;

10.7.3 the System Alteration is to implement a technical standard generally agreed among operators of Systems or a body which represents the interests of all operators; or

10.7.4 the work resulting from such System Alteration is for testing of any upgrade to the Parties' Systems provided always that the Parties shall have agreed upon the nature and extent of such testing in advance.

11 Network Safety and Protection

- 11.1 Without prejudice to the set out provisions in the Act, License conditions and the relevant decisions, relevant Authorities arrangement(s) relating to Emergency situations.
- 11.2 Each Party is responsible for the safe operation of its System and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its System does not:
- 11.2.1 endanger the safety or health of employees, contractors, agents or customers of the other Party; or
 - 11.2.2 damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 11.3 Neither Party shall connect or knowingly permit the connection to its System of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the appropriate authorities for attachment to its Network.

12 Numbering

- 12.1 Each Party shall use numbers in accordance with the National Numbering Plan of Oman.
- 12.2 Calling Line Identification (hereinafter referred to as “CLI”) shall be used for presentation purposes in accordance with the CLI Presentation in Annex I. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the relevant data protection legislation in Oman as well as the requirements of individual customers of the Parties.
- 12.3 If restriction of presentation of A-number is required of or requested by either of the Parties then the Parties shall enter good faith negotiations concerning the use of CLI-Presentation and CLI-Restriction provided always that the Parties commit to adherence to relevant Omani legislation.
- 12.4 The Parties shall endeavour to minimise the number changes in each other's respective Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information.
- 12.5 In order to ensure the timely implementation of Numbers the procedures specified in Sub Annex C-MI 01 and Sub Annex Sub Annex C-FI 01 shall apply and the Parties shall comply with such procedures.
- 12.6 Number implementation required to activate Customer Number Ranges allocated or amended by TRA shall be chargeable as provided for in Sub Annex C-MI 01 and Sub Annex Sub Annex C-FI 01.

13 Quality of Service (QoS)

Without prejudice to the provisions set out in the Act, License conditions and the relevant decisions, and relevant Authorities arrangement(s) relating to QoS:

- 13.1 Each Party undertakes that the quality of the services that it provides to the other Party pursuant to this Agreement shall comply with the quality standards stated in applicable recommendations in Oman, ETSI and the ITU (the “Quality of Service Standards”) and those set out in Annexes H and E.
- 13.2 Each Party shall provide to the other Party the same level of quality of service provided to its own customers in its own Network and shall further comply with any directions given by the TRA pursuant to Chapter 10 of the Telecom Executive Regulations.
- 13.3 If the quality of service provided by one of the Parties fails to meet the Quality of Service Standards, the other Party may request in writing that action is taken to restore the service quality. If after a reasonable period of time, as agreed by the Parties, no improvement has been made, the other Party may register a dispute according to the procedures in Article 16.
- 13.4 If any new service is requested by a Party which fails to meet the Quality of Service Standards, and such a failure has been assessed by the TRA, the other Party may take reasonable steps to advise its customers that such a service is not meeting the existing standards of quality of service.
- 13.5 The Parties hereby agree that it shall provide a level of quality to the other Party’s customers that holds the same level of quality standard as when providing services to its own customers. Moreover, Requesting Party acknowledges that it shall provide a level of quality to Providing Party Customers that holds the same level of quality standard as Providing Party have when it provides services to Providing Party Customers.

14 Operation and Maintenance

- 14.1 Each Party is responsible for the operations and maintenance of its System. The Parties undertake to cooperate and to take any action which is necessary for the purposes of operation and maintenance of system and equipment related to access in accordance with ITU and ETSI recommendations, decisions of the TRA and Annex H.
- 14.2 Each Party shall keep the other Party informed at all times about planned interruptions, upgrades, and any other planned situation in its System which will affect the exchange of traffic between the Parties. This will include short term very high peaks of traffic resulting from planned "tele-voting" or similar events. This will enable the Parties to take the necessary action to minimise the impact of such situations on its customers
- 14.3 The names and contact details of the persons of each Party who shall be responsible for actions in relation to the fulfilment obligations of the Parties in relation to operations and maintenance will be set out in Annex K.
- 14.4 In case of fault in the System of either Party, the Party in whose network the fault occurs shall report the fault to the other Party by telephone call followed by written report dispatched by fax or email. Fault reports shall be submitted irrespective of the hour on any given day throughout any year. Fault reports shall be submitted to the other Party's nominated person in accordance with the details to be provisioned in Annex K.
- 14.5 The Parties agree that the Parties' nominated managers of this Agreement shall meet monthly to review forecasts, invoices, billing and the provision of the Providing Party Services (each, a "Monthly Review"). The Monthly Review shall be documented in form of minutes of meeting and include a discussion of any faults, planned or unplanned outages or other occurrences on the Providing Party Network or the Requesting Party Network, which had or might be expected to have a material effect upon the Providing Party Services.

15 Provisioning of Information

- 15.1 Subject to a Party's obligations of confidentiality to Third Parties pursuant to the laws of Oman, and the NDA attached as Annex J of this Agreement, a Party may request ("Receiving Party") and the other Party shall provide ("Disclosing Party") information required for access and interconnection, conveyance of Calls or the provision of Services specified in this Agreement, provided the other Party has the required information and the provision of such information is necessary.
- 15.2 The Parties shall update such information from time to time.
- 15.3 Notwithstanding any provision of this Agreement, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party as a matter of Oman law or pursuant to any relevant contractual obligations unless such Third Party consents to such disclosure and such consent is permitted pursuant to such laws or contracts.
- 15.4 The Disclosing Party will take reasonable steps to ensure that the information disclosed to a Receiving Party is correct to the best of its knowledge, information and belief at the time of provision of such information.
- 15.5 If a Disclosing Party proposes to provide information to a Receiving Party, the Disclosing Party shall first have obtained the consent of any Third Party to whom/which such information relates and from which/whom the laws of Oman or any relevant contractual obligations require such consent to be obtained. Any such consent and the obtaining of it shall be in accordance with such laws and/or contractual obligations.
- 15.6 Subject to Article 23 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, by the Disclosing Party or any Third Party at the time when the information was provided, including those relating to confidentiality as pursuant to Article 18.
- 15.7 The Receiving Party shall solely use the information for the purpose of this Agreement. The Receiving Party shall ensure that such information is kept confidential and that sufficient measures are in place to assure that such disclosed

information cannot be accessed by planning, marketing, and retail functions associated with the Receiving Party.

- 15.8 Nothing in this Agreement shall require a Party to do anything in breach of any obligation of confidentiality, imposed by the laws of Oman or pursuant to any applicable contractual obligations.

16 Resolution of Disputes

- 16.1 In the event of any Dispute arising between the Parties, each Party undertakes to avail of the Level 1 and Level 2 procedures set out in this Clause 16, prior to referring the dispute to the TRA.
- 16.2 In the event of a Dispute arising either Party may notify the other in writing that such a dispute has arisen (“Dispute Notice”) giving full particulars of same including (but not limited to) a description of the matter in dispute, all relevant evidence, and any other information which describes the matter in dispute, and the respective positions of the Parties with respect to it.
- 16.3 Excluding Billing Dispute, which shall be dealt with under Annex B, each Party shall use its best endeavours to resolve any Dispute referred to in Clause 16.1 in the first instance through good faith negotiation between the representatives of the Parties mentioned in Annex K to whom all notices under this Agreement are to be sent (hereinafter referred to as “Level 1 Procedure”).
- 16.4 In the event of the Parties failing to resolve the Dispute in accordance with Level 1 Procedure within 2 weeks from the date of the Dispute Notice, either Party shall have a right to serve a further notice on the other Party (the “Second Dispute Notice”) requiring that the persons as defined in Annex K hereof shall undertake further good faith negotiations to resolve the Dispute (“Level 2 Procedure”). The Party serving the Second Dispute Notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute. Immediately upon service of the Second Dispute Notice, the persons defined in Annex K shall negotiate with each other in good faith to resolve the Dispute.
- 16.5 If the endeavours of the Parties to resolve the Dispute in accordance with Level 2 Procedure are not successful within 2 weeks of the service of the Second Dispute Notice both Parties may agree to resolve the dispute through mediation. If either party objects to mediator or the mediation panel’s recommendations, then the matter will be referred to the TRA
- 16.6 The time limits specified in this Clause 16 may be extended by mutual agreement between the Parties.

- 16.7 The above procedures are without prejudice to any other rights and remedies that may be available to the Parties in respect of any breach of any provision of this Agreement.
- 16.8 Nothing herein contained shall prevent a Party from:
- 16.8.1 Seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief;

17 Breach, Suspension and Termination

- 17.1 Notwithstanding anything to the contrary, suspension and termination of this Agreement is subject to the prior approval of the TRA.
- 17.2 If one Party's (the "First Party") Network, its operation, the carrying out of any Access or Interconnection Services or any act or omission of the First Party, adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, or have committed an act subject to breach which has not been remedied and which has caused, or is liable to cause, harm or damage to the other Party's business in the form of monetary damage or damage to the brand and reputation of the Other Party, that other Party (the "Suspending Party") and (or) in case of occurrence of any of the situations stated in the License of the Suspending Party or as per the Telecom Executive Regulation, the Suspending Party may suspend, to the extent necessary, such of its obligations 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 the event of such a suspension and if the First Party considers that such a suspension is not justified and the Suspending Party does not agree with the First Party to terminate such suspension, then the matter may be treated by the Parties as a Dispute and dealt with in accordance with Clause 16 herein.
- 17.3 For the avoidance of doubt, a Suspending Party has the right to suspend its services in whole or in part, under this Agreement in the event for as long as:
- 17.3.1 Suspending Party reasonably considers that a Requesting Party or other Party Customer is engaged in Fraud or any other analogous or similar activity or there are circumstances, including lack of Handset or End-User Equipment or Equipment compatibility, which might be likely to cause harm to any part of the Suspending Party Network or otherwise to the provision of services to Suspending Party Customers; and/or
- 17.3.2 Other Party shall fail to take or delay taking any necessary action in respect of any Fraud, manipulation, distributed denial of services attack (DDOS) or any other illegal activity committed by any other Party Customer or other Party employee or agent when the particular circumstances of such illegality

- came to the knowledge of other Party or was notified to other Party by Suspending Party; and/or
- 17.3.3 Suspending Party shall have the right to suspend or interrupt the access of its own customers to the other Party Network in equivalent circumstances to those arising under the operation of this Agreement; and/or
- 17.4 Suspending Party has the right to suspend access to Suspending Party Network for other Party Customers to the extent it suspends access to Suspending Party Network for its own customers. If a Party is in breach of any of its obligations under this Agreement (including, but not limited to, a failure to pay an undisputed sum pursuant to an invoice due hereunder or non-compliance of Clause 13.5), the other Party may serve a written notice (the "Breach Notice") on the Party in breach specifying the breach and requiring it to be remedied within:
- 17.4.4 30 calendar days (or such other longer period as may be specified therein) from the date of receipt of such Breach Notice; or
- 17.4.5 in case of emergency (excluding financial obligations but including circumstances as described in Clause 11.2 of this Agreement), within such shorter period as the Party not in breach may reasonably specify.
- 17.5 The Party not in breach may, until such breach is remedied in accordance with the Breach Notice, calculate a remedy for such breach of which the Party receiving the Breach Notice shall bear to pay an amount of 1/30th of the total monthly invoice issued a month earlier for services covered under this Agreement.
- 17.6 The Parties agree that it is difficult or impossible to determine with precision the amount of damages that would or may be incurred as a result of the Party in breach's failure to rectify the breach. It is understood and agreed by the Parties that:
- 17.6.6 the Party shall suffer damage by failure of the Party in breach to meet its obligations under this Agreement;
- 17.6.7 it is impracticable nor possible to fix the actual damages resulting from the breach of its obligations under this Agreement;
- 17.6.8 any liquidated damages which may become payable under this Clause 17 are in the nature of liquidated damages, and not a penalty, and are fair and reasonable; and

- 17.6.9 the liquidated damages represent a reasonable estimate of fair compensation including for the loss of revenues that may reasonably be anticipated from such failure. The payment of liquidated damages under this Clause shall be Omantel's sole liability and Requesting Party's sole and exclusive remedy for failure to meet the Service Levels or KPIs. Requesting Party may not bring any claim for liquidated damages against Omantel in respect of a failure to meet any Service Levels and/or KPIs if the failure is due to reasons attributable to the Requesting Party and its subcontractors or any other third party engaged by Requesting Party.
- 17.7 It would be for the Party receiving a Breach Notice to ensure payment of amounts stated above. In case such payments are not made within the duration given under this Clause, the Party sending the Breach Notice is entitled to proceed with the steps as per Clauses 17.8, 17.9 and 17.10 herein in addition to the process stated pursuant to Clause 16 provisions under this Agreement including to submit the matter to dispute resolution process agreed .
- 17.8 If the Party is in breach of any terms of this Agreement such as breaches relating to the submission of guarantee, bonds, insurance policies or delaying any renewals, or late payment of undisputed amounts thereof and fails to rectify such breach within thirty (30) calendar days following from the date of receipt of a Breach notice from the other Party, then the Party in breach shall be liable to pay liquidated damages to the Party at the rate of 1/360 of the annual contract value subject to a maximum of 30/365 of the annual contract value in respect of which such bonds, insurance policies or renewals are required to be provided under this Agreement
- 17.9 If the Party makes any claim under this Clause 17 and in case the Party in breach disputes such claim then, the Parties shall promptly resort to amicably settle such claim as per the set out provision for dispute resolution under Clause 16 herein and shall be entitled until the date of settlement or the Parties fail to arrive at a settlement within the time period provided hereinabove, to adjust the claimed amount from any amount that may be due and payable to the Party in breach under this Agreement or by encashing the Bank Guarantee as may be applicable.
- 17.10 The Party may deduct and retain from any sums otherwise payable under this Agreement the amount if any of liquidated damages payable by the Party in breach under this Clause 17. The payment of liquidated damages shall not relieve the Party in breach of its obligations to provide Services and/ and to discharge its obligations pursuant to this Agreement nor prejudice the rights of the Party to any relief or

remedy to which it is or may become entitled to in consequence of any breach of this Agreement.

17.11 This Agreement may be terminated, subject to TRA approval, by either Party by written notice forthwith (or on the expiry of such other period as such notice may specify) if the other Party:

17.11.10 is unable to pay its debts as they fall due within the meaning of Royal Decree 55/1990 (the “Commercial Code”);

17.11.11 has become the subject of proceedings in bankruptcy or preventative composition pursuant to Book Five Articles 579-786 of the Commercial Code or has had a Receiver or Examiner or similar persons appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an order allowing a Third Party to take possession of all or a material part of its assets has been made;

17.11.12 has an order made or a resolution passed for its winding up or liquidation (other than for the purpose of amalgamation or restructuring);

17.11.13 enters into a voluntary arrangement with creditors or similar arrangement under the Commercial Code;

17.11.14 ceases to carry on business; or

17.11.15 ceases to hold a license allowing it to operate a Telecommunication System and/or provide Telecommunications Services.

17.12 Upon termination of this Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party. Each Party shall take reasonable steps to recover equipment made available by it.

17.13 If 30 calendar days after the termination of this Agreement, a Party fails to recover equipment in good condition (normal wear and tear excepted) because of the acts or omissions of the other Party the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 60 calendar days from the date of the demand.

17.14 Without prejudice to a Party's rights upon termination of this Agreement, a Party shall refund as soon as reasonably practicable after such termination to the other a rateable, fair and equitable proportion of those periodic sums (if any) already paid at

the time of such termination under this Agreement for a period extending beyond the date of such termination or expiration, unless the Parties agree otherwise.

17.15 Termination of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.

17.16 Notwithstanding the termination of this Agreement and Clauses 14.5, 17.12, 17.13, 17.14, 18, 19, 23 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.

18 Confidentiality

Without prejudice to the provisions set out in the Act, License conditions and the relevant decisions, or relevant Authorities arrangement(s).

- 18.1 The Parties agree to treat all confidential information defined as such in Article 14.5 and Annex J hereof as confidential in accordance with the terms and conditions outlined in Annex J hereof.

19 Intellectual Property Rights

- 19.1 Except as expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or right or title whatsoever or license of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.

20 Review of the Agreement

- 20.1 This Clause 20 shall be governed by Article 13 and Article 37 of the A&I Regulations issued by Resolution No. (25/2016) in April 2016. A Party may seek to amend this Agreement by serving on the other a notice seeking to review the terms of this Agreement (“Review Notice”), if:
- 20.1.1 either Party's licence is materially changed (whether by amendment or replacement); or
 - 20.1.2 a change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing telecommunications in Oman; or
 - 20.1.3 this Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
 - 20.1.4 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or
 - 20.1.5 this Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under Clause 24 hereof; or
 - 20.1.6 there is a general review pursuant to Clause 20.2 hereof.
- 20.2 In addition to the circumstances giving rise to a right of a Party to seek to amend this Agreement detailed in Clause 20.1 hereof, and without giving any reason therefore, a Party may also seek to amend this Agreement by initiating a general review of this Agreement by serving a Review Notice during the period of three months commencing on 1st October in any calendar year.
- 20.3 A Review Notice shall set out in reasonable detail the issues to be reviewed between the Parties.
- 20.4 On serving of a Review Notice, the Parties shall forthwith negotiate in good faith the matters referred to in the Review Notice as being matters to be reviewed pursuant to Clause 20.2 with a view to agreeing to any relevant and consequential amendments to this Agreement.

- 20.5 For the avoidance of doubt, the Parties agree that notwithstanding the serving of a Review Notice, this Agreement shall remain in full force and effect.
- 20.6 If the Parties fail to reach agreement on the subject matter of a Review Notice within 3 calendar months (the relevant period) in each case from the date of serving of such Review Notice, either Party may, not later than one calendar month after the expiration of the relevant period, request in writing the TRA to determine:
- 20.6.7 the matters upon which the Parties have failed to agree;
- 20.6.8 whether this Agreement should be modified to take account of such matters; and, if so
- 20.6.9 the amendment or amendments to be made.
- 20.7 The Parties shall enter into an agreement to modify or replace this Agreement in accordance with what is agreed between the Parties to conform with the TRA's determination.
- 20.8 The Parties may, at any time, agree in writing to a variation to the time periods specified above in relation to a particular review notice.
- 20.9 The Parties may, at any time, mutually agree in writing with an effective date at least three months in advance to change rates in an upward direction for Services within the Agreement. The Parties can change rates in downward direction immediately with a notice to the other Party for Services within the Agreement.
- 20.10 Rate changes due to determination from the TRA do not need a written agreement and notice if the determination has a specified effective date. The Parties shall notify the other Party as soon as possible after the determination from the TRA.

21 Amendments

- 21.1 Amendments and supplements to this Agreement, including its Annexes, shall, in order for them to be valid, be drawn up in writing, dated and signed by both Parties and then approved by the TRA. Such amendment and supplements shall not affect the validity or enforceability of any of the remaining provisions of this Agreement.
- 21.2 If such amendment is due to decisions or determinations of TRA or any other legal body of competent jurisdiction, the amendment will be made according to that decision or determination and be applicable as per the date of such ruling.

22 Force Majeure

- 22.1 Neither Party shall be liable for any breach of this Agreement caused by, commotion, riots, embargo, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or natural disaster or acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
- 22.2 The Party initially affected by a force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("force majeure notification").
- 22.3 Upon cessation of the effects of the force majeure upon the ability of a Party to perform its obligation under this Agreement the Party initially affected by a force majeure shall promptly notify the other of such cessation.
- 22.4 If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 22.6, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.
- 22.5 To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 22.6 Following a force majeure notification and if the effects of such force majeure continue for:
- 22.6.1 a continuous period of not more than 6 months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to Clause 22.3) any obligation outstanding shall be fulfilled by the

Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;

- 22.6.2 a continuous period of 6 months or more from the date of the force majeure notification (and notice of cessation has not been given pursuant to Clause 22.3), the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 working days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the 30 working days' notice. If this Agreement is not terminated in accordance with the provisions of this Clause 22.6.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

23 Limitation of Liability

- 23.1 Save as provided for in this Agreement neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.
- 23.2 Subject to the remaining provisions of Clause 23.4, if a Party is in breach of any of its obligations to the other Party under this Agreement (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR 1,000,000) for all events (connected or unconnected) in any period of 12 calendar months.
- 23.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for:
- 23.3.1 loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused;
- 23.3.2 any loss or damage suffered or claimed by any customer of the other Party to the extent that such loss or claim arises as a result of a breach of this Agreement by whatsoever reason.
- 23.4 If any customer of a Party (the Indemnifying Party) makes a claim for loss or damage against the other Party and such loss or damage is alleged to have arisen as a result of a breach of this Agreement by the other Party, the Indemnifying Party shall indemnify and keep that Party indemnified in respect of such claim of loss and damage.
- 23.5 Each provision of this Clause 23 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

24 Assignment of Rights and Obligations

- 24.1 Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

25 Notices

- 25.1 A notice shall be considered duly served if:
- 25.1.1 delivered by hand, at the time of actual delivery;
 - 25.1.2 sent by an official email address of the Parties, upon its receipt being confirmed; or
 - 25.1.3 sent by recorded delivery post, 4 calendar days after the day of posting.
- 25.2 Except if otherwise specifically provided all notices and other communications relating to this Agreement shall be in writing and shall be sent according to the provisions in Annex K.
- 25.3 Subject to any provision in this Agreement to the contrary changes to any of the contact persons of a Party listed in Annex K for any reason shall if reasonably possible be notified in writing to the other Party prior to such change occurring and in any event no later than 3 days after such change takes effect.
- 25.4 Notices are to be served and confirmed only during working hours. For the avoidance of doubt, if a notice is served after working hours, it is deemed to have been received the following working day.
- 25.5 Each Operator specifies only one contact point for exchange of updates to this Agreement that is the manager responsible for this Agreement, as defined in Annex K.

26 Entire Agreement

- 26.1 This Agreement shall consist in its entirety of this Main Body Agreement as referred to in the index and all of the Annexes hereto. It represents the entire understanding and agreement between the Parties in relation to its subject matter and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

27 Waiver

- 27.1 The waiver of any breach of or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

28 Severability

- 28.1 The invalidity, unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provision of this Agreement.

29 Relationships of Parties

- 29.1 The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to make either Party hereto an agent, joint venture or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name of the other; nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other, which is contrary to or unauthorised by the provisions of this Agreement.

30 Governing Law

- 30.1 The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of the Sultanate of Oman.

31 National Security

- 31.1 Each Party shall ensure its compliance with National Security requirements defined by the respective authorities in the Territory.
- 31.2 The Requesting Party shall pay Omantel the charges for such additional investment and any other associated reasonable cost such as, but not limited to, administrative cost incurred by Omantel to comply with National Security requirements resulting from Omantel offering any Service under this Agreement.

IN WITNESS WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY AND YEAR
FIRST ABOVE WRITTEN.

SIGNED for and on behalf of **Omantel**:

Name: [NAME]

Designation: [DESIGNATION]

Date: [DATE]

SIGNED for and on behalf of **Requesting Party**

Name: [NAME]

Designation: [DESIGNATION]

Date: [DATE]