



Reference Access and Interconnection Offer – Main Body

FIRST DRAFT

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i Document Authorization

Reviewed by	Approved by
Name:	Name:
Date:	Date:
Signature:	Signature:

ii Revision History

The following is a brief summary of the most recent revisions to the document. Details of all revisions prior to these are held by the issuing department.

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1.01			
1.02			
1.04	26.03.2023	Paul France	Modified to First Draft

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The Annexes below form part of the main agreement and will be provided separately.

ANNEXES

- A DEFINITIONS**
- B SERVICE OVERVIEW**
 - B_1 BASIC END-USER CONNECTION SERVICE**
 - B_2 DIRECT CONNECTIVITY TO THE BUILDING SERVICE**
 - B_3 CO-LOCATION SERVICE**
 - B_4 CROSS-CONNECT SERVICE**
 - B_5 DUCT ACCESS SERVICE**
- C TECHNICAL**
- D ORDERS, SERVICE ASSURANCE AND SERVICE PERFORMANCE**
- E PRICING**
- F BILLING**
- G CONTACT POINTS**

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1 Purpose and Scope

Whereas

- 1.1 OMAN BROADBAND COMPANY S.A.O.C. is a licensed telecommunications operator in the Sultanate of Oman pursuant to the provisions of Royal Decree Nos. (34/2009 and 17/2005) of the Sultanate of Oman (hereinafter “Oman”) with commercial registration number 1214161 and registered address P.O. Box 3, P.C. 135, Knowledge Oasis Muscat, Sultanate of Oman (hereinafter referred to as “Oman Broadband”).
- 1.2 Oman Broadband provides fixed local access services using Fibre-Optic Infrastructure (which has been designed with optical fibre capacity available for leasing) only to licensed Telecommunications Services Providers; or to any other entity who is allowed by the Telecom Regulatory Authority (TRA) of Oman in its licence to deploy and own fixed telecommunications infrastructure.
- 1.3 Oman Broadband has been identified by TRA as a dominant player in the wholesale local access services market in Oman, as per the Market Definition and Dominance (MDD) Report, published by the TRA in February 2022. In this MDD Report, the TRA has imposed on Oman Broadband to publish a Reference Access and Interconnection Offer, which serves as a template for all agreements signed between any licensed Telecommunications Services Providers (“Requesting Licensees”), who would seek to procure Regulated Services from Oman Broadband.
- 1.4 Requesting Licensee is a licensed Telecommunications Services Provider in accordance with the laws of the Sultanate of Oman, and seeks to acquire Regulated Services from Oman Broadband on the terms and conditions set out in this Agreement. Oman Broadband has agreed to provide Regulated Services to Requesting Licensee at the Charges and upon the terms and conditions of this Agreement.
- 1.5 This Agreement (hereinafter referred to as the “Agreement”) governs the relationship and understanding between Oman Broadband and Requesting Licensee regarding the Regulated Services procured by Requesting Licensee from Oman Broadband, in

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compliance with Access and Interconnect Regulations issued by the TRA on April 17, 2016 (the “A&I Regulations”).

- 1.6** Both Oman Broadband and Requesting Licensee are hereinafter referred to individually as a “Party” and, collectively, as the “Parties”.
- 1.7** This Agreement partially replaces Master Service Agreement (MSA) documents, signed by various Parties, for the case of Wholesale Regulated Services only, which are included in this Agreement. For all other services the MSA documents remain in effect.

The Parties hereby agree as follows:

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2 Definitions, Interpretation and Structure

- 2.1 Except where otherwise specified, words and expressions have the meanings set out in Annex A – Definitions, and this Agreement is to be construed in accordance with that Annex.
- 2.2 The definition of terms herein shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms.
- 2.3 The words "herein", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof.
- 2.4 References generally to persons include references to natural or juridical persons including but not limited to firms, companies, government personnel, departments, ministries bodies and corporations whether incorporated or not.
- 2.5 The headings above, the clauses and the contents pages of this Agreement are for reference only and do not affect its construction.
- 2.6 Any reference to a clause or Annex without further designation is a reference to a clause or Annex of this Agreement as may be amended from time to time in accordance with this Agreement.
- 2.7 Reference to any statute or statutory provision includes a reference to:
- (i) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated from time to time whether before or after the date of this Agreement; and
 - (ii) all statutory instruments made pursuant to it.

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- 2.8** This Agreement shall be governed by the provisions of the Telecom Executive Regulation and the Access & Interconnection Regulation.
- 2.9** Terms which are not defined in Annex A shall have the meanings given to those terms in any regulations, decisions or other relevant legislation or decisions issued by the TRA or the Ministry of Transport and Telecommunications pursuant to the Telecom Act.
- 2.10** In the event of an inconsistency between the Agreement and the Annexes, the order of precedence (unless expressly stated to the contrary) shall be as follows:
- the terms of this Agreement and Annex A;
 - Annex E (Pricing);
 - the other Annexes.

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3 Commencement and Duration

- 3.1 This Agreement 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.
- 3.2 This Agreement and its terms may be reviewed upon mutual agreement by both Parties to this Agreement.

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4 Access and Interconnection Services

- 4.1 This Clause shall be governed by Chapter Six of the Telecommunications Regulatory Act, Chapter 16 of the Executive Regulation issued by Decision No. 144/2008 - (as amended) as well as the A&I Regulation issued by Decision No. 25/2016 (“A&I Regulations”).
- 4.2 The following fixed local access Regulated Services, as identified in the MDD Report, published by TRA in February 2022, are covered by this Agreement and terms and conditions of supply as set out in the relevant Sub-Annexes:
- (i) Basic End-User Connection Service, in accordance with Sub-Annex B_1;
 - (ii) Direct Connection to the Building, in accordance with Sub-Annex B_2;
 - (iii) Co-location Service, in accordance with Sub-Annex B_3;
 - (iv) Cross-Connect Service, in accordance with Sub-Annex B_4; and
 - (v) Duct Access Service, in accordance with Sub-Annex B_5.
- 4.3 The specifications of a Regulated Service are set out in the applicable Service Sub Annex and Annex D. Oman Broadband will provide the Service to meet those specifications.
- 4.4 The Parties agree that the technical standards which shall apply are those set out in Annex C and the Parties shall comply with such standards.
- 4.5 Oman Broadband may not end supply of a Regulated Service without the approval of the TRA, in accordance with the terms of this Agreement and providing one (1) year notice period to Requesting Licensee.
- 4.6 The rights and permissions granted to Requesting Licensee under this Agreement include the right to allow Requesting Licensee or its third-party contractors to access the Fibre-Optic Infrastructure for Authorised Use.
- 4.7 In consideration of the payments to be made and the obligations on the part of Requesting Licensee in this Agreement:
- (i) Oman Broadband grants Requesting Licensee the right to access its Fibre-Optic Infrastructure and utilise Fibre-Optic Network Services, provided

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that any such access or utilisation shall be consistent with the terms and conditions of this Agreement;

- (ii) Requesting Licensee may from time to time order Fibre-Optic Network Services, by completing a Service Order, according to the terms of the Agreement;
- (iii) Requesting Licensee shall not sell to other licensees Wholesale Regulated Services that have been sold to it by Oman Broadband without obtaining Oman Broadband's prior written consent.

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5 Charges, Billing and Payment

- 5.1 Requesting Licensee shall pay Charges set out in Annex E to Oman Broadband.
- 5.2 Oman Broadband (“the Invoicing Party”) shall issue an invoice to Requesting Licensee (“the Invoiced Party”) for each Billing Period in electronic form and in writing for amounts due in respect of Regulated Services supplied.
- 5.3 Requesting Licensee shall either agree to pay the invoice or dispute the charges within thirty (30) Calendar Days of receipt of a valid invoice from the Invoicing Party.
- 5.4 The Invoiced Party shall pay the undisputed charges within thirty (30) Calendar Days of receipt of a valid invoice (“Due Date”) from the Invoicing Party.
- 5.5 The Invoicing Party shall send a reminder notice ten (10) Business Days before the Due Date in case payment for undisputed charges has not been received.
- 5.6 If the undisputed amount remains unpaid beyond Due Date, the Invoicing Party may apply a late payment penalty.
- 5.7 A penalty charge shall accrue on the overdue undisputed sum at a rate of zero point zero three percent (0.03%) per day, for the period between Due Date and the date on which full payment of the invoice is made.
- 5.8 For the avoidance of doubt, the principle of “simple interest” shall apply; that is, interest shall accrue on the amount owed only, and shall not be compounded.
- 5.9 Invoiced Party can dispute Charges within 30 Calendar days of receipt of a valid invoice as per Clause 6 in Annex F.
- 5.10 For the avoidance of doubt, neither Party shall be entitled to net or set off sums payable by the other Party pursuant to any other agreement with the other Party, against sums due and payable pursuant to the invoices.
- 5.11 All payments made pursuant to this Agreement shall be in OMR.
- 5.12 All payments must be:

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- (i) paid by cheque, banker's draft, cashier's order or electronic transfer directly to the nominated account(s) of the Party to receive the payment;
- (ii) subject to Annex E, paid without counterclaim and free and clear of any withholding or deduction; and
- (iii) accompanied by such information as is reasonably required by the Party receiving the payment to properly allocate payments received.

5.13 The Parties shall comply with Annex E and Annex F in relation to all aspects of the billing, settlement and dispute of payments under this Agreement.

5.14 The charges shall be paid in accordance with this Agreement and in particular Annex E. No charges shall be payable under this Agreement unless such charges are specifically referred to in this Agreement 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. In any case, such changes shall not apply retrospectively provided that the Parties shall abide by mandatory directives of the TRA as provided for by applicable Omani law and/or by any judgment delivered by a court of competent jurisdiction.

5.15 Invoicing Party shall issue invoices in accordance with the procedures outlined in this Clause 5. The amounts of all such invoices shall be calculated in accordance with Annex E. Any invoice submitted by Invoicing Party shall at a minimum contain the following:

- the relevant billing period (specifying start date and end date);
- the total net amount (in relevant currency);
- the relevant tax amount, if any;
- the invoice date (i.e., date the invoice is dispatched); and
- the due date for full payment.

5.16 At the end of each Billing Period, the Invoicing Party shall submit to the other Party invoices for charges for Regulated Services provided pursuant to this Agreement for

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which the Invoicing Party is entitled to charge the other Party (and for which the other Party is obliged to pay to the Invoicing Party) during such Billing Period.

- 5.17** All fees and charges in this Agreement or any Annexes or orders are exclusive of applicable sales, value-added, and other taxes, tax-like charges, and tax-related and other surcharges (“Taxes”).
- 5.18** Payment costs of invoice amounts shall be borne by the Invoiced Party.

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6 Financial Security

- 6.1** It is a condition precedent to this Agreement that Requesting Licensee shall provide to Oman Broadband such financial security (in the form of a bank guarantee or other guarantee acceptable in the Sultanate of Oman for commercial transactions) as in the reasonable opinion of Oman Broadband is appropriate as security against Requesting Licensee'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 Oman Broadband in writing, such waiver to be exercised on a non-discriminatory basis.
- 6.2** For all Regulated Services included in this Agreement, the amount of the financial guarantee shall be the average quarterly payment, from Requesting Licensee to Oman Broadband during the twelve (12) month period preceding such request from Oman Broadband.
- 6.3** The first bank guarantee or other guarantee shall be calculated on the basis of three (3) times the average monthly forecast submitted by Requesting Licensee for each service for the first six (6) months and the charge specified for the service in Annex E. After six months (6) have elapsed it shall be calculated on the basis of three (3) times the average invoice value during the past three (3) months and shall be revised annually.
- 6.4** Refusal or failure to provide such security if applicable within thirty (30) days (or such longer period as Oman Broadband may reasonably allow) from the date of Oman Broadband's request for the same signing this Agreement/ becoming effective and in accordance with the provisions of the Access and Interconnection Regulation (25/2016), shall be deemed to be a breach of this Agreement by Requesting Licensee.

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7 Network Security and Integrity

- 7.1** This Clause shall be governed by the provisions of the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended) and the A&I Regulations.
- 7.2** Each Party is responsible for the safe operation of its own network, and shall, so far as is reasonably practicable, take all necessary steps to ensure that its own network, its network facilities, its network operations and implementation of this Agreement:
- (i) do not endanger the safety or health of any person, including the employees and contractors of the other Party; and
 - (ii) do not cause physical or technical harm to the other Party's network, including but not limited to causing damage, interfering with or causing deterioration in the operation of the other Party's network.
- 7.3** Neither Party shall connect or knowingly permit the connection to its network of any equipment or apparatus, including, but not limited to, any terminal equipment which is not approved by the TRA or appropriate authorities or is not in compliance with any regulatory or other measures issued by the TRA.
- 7.4** Each party will manage its network to minimise disruption to Regulated Services and in the event of interruption or failure of any Regulated Services, will restore those Regulated Services as soon as is reasonably practicable.

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8 National Security

- 8.1** This Clause shall be governed by the provisions of Articles (44) and (45) of the Telecom Act and amendments to it.
- 8.2** Each Party shall adhere to any national security requirements they may be subject to under law or regulation, including but not limited to requirements relating to lawful interception.
- 8.3** Oman Broadband shall be entitled to request Requesting Licensee to confirm compliance with such national security requirements in writing at any time.

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9 Quality of Service

- 9.1** 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 Annex D.
- 9.2** Oman Broadband shall ensure that Regulated Services that it provides to Requesting Licensee shall be:
- (i) not less than the quality that Oman Broadband provides to any other Requesting Licensees; and
 - (ii) at the same or equivalent tariff that that Oman Broadband provides to any other Requesting Licensees.
- 9.3** Without prejudice to any SLGs that apply to the provision of the Fibre-Optic Network Services, neither Party guarantees that its network or network facilities are or will be free from faults. Each Party will comply with the agreed fault identification and reporting guidelines defined in the individual service Sub-Annexes B and Annex D.
- 9.4** If the TRA or any other appropriately authorised Government Body changes any existing Quality of Service Regulations or introduces additional Quality of Service Regulations that are applicable to Telecommunications Service Providers in Oman, then the Parties must amend the Service-Level Guarantees (SLGs) in Annex D to address such changes. The Parties will discuss this in good faith and agree necessary reasonable cost adjustments incurred as a result of such amendments.

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10 Operation and Maintenance

10.1 Each Party is responsible for the operations and maintenance of its network. The Parties undertake to co-operate and to take any action which is necessary for the purposes of operation and maintenance of circuits and network equipment related to Interconnection in accordance with ITU and ETSI recommendations, decisions of the TRA and Clause 9.

10.2 Requesting Licensee shall:

- (i) be responsible for and shall procure and maintain at its own cost any equipment or software required to interface with Oman Broadband's Fibre-Optic Network Services;
- (ii) be responsible for, procure and maintain at its own cost its own co-location equipment at the Data Centre, if needed, subject to any another arrangement or agreement made between the Parties on the same subject;
- (iii) at its own expense, procure and maintain at all times all necessary approvals and permissions where, as part of implementing, receiving or using the Fibre-Optic Network Services, Requesting Licensee makes use of or processes any data, documents, programs, equipment or other information and materials owned or supplied by a third party, Requesting Licensee must at its own expense procure and maintain at all times all necessary approvals and permission;
- (iv) subject to the terms and conditions of this Agreement, observe rules and regulations which Oman Broadband reasonably makes and notifies, within a reasonable amount of time, to Requesting Licensee in writing from time to time relating to the use by Requesting Licensee of Fibre-Optic Network Services and that do not contradict or restrict the rights of Requesting Licensee under this Agreement;
- (v) in no way unreasonably impede Oman Broadband in the exercise of its rights of possession, control and use for its own business purposes of Oman Broadband's Fibre-Optic Infrastructure or parts thereof; and
- (vi) assume full responsibility for any incidents or accidents due to work carried out by Requesting Licensee in respect of the Regulated Services.

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10.3 Oman Broadband shall:

- (i) be responsible for the maintenance of the Fibre-Optic Infrastructure;
- (ii) provide Requesting Licensee with at least five (5) Business Days' notice in advance of any scheduled maintenance that is not service affecting, including but not limited to planned repair, or replacement or upgrade to any Fibre-Optic Infrastructure forming part of the Fibre-Optic Network Services. Oman Broadband shall take all reasonable steps to ensure the service interruption is kept to a minimum;
- (iii) provide Requesting Licensee with at least ten (10) Business Days' notice in advance of any scheduled service interruption, including but not limited to planned repair, or replacement or upgrade to any Fibre-Optic Infrastructure forming part of the Fibre-Optic Network Services. Oman Broadband shall take all reasonable steps to ensure that there shall be no service interruption;
- (iv) not be liable for any loss caused by such scheduled service interruption, as notified to Requesting Licensee in Oman Broadband's written notice provided in accordance with Clause 10.3 (ii) and (iii) above;
- (v) not impede in any way the ability of Requesting Licensee to access the Fibre-Optic Infrastructure for Authorised Use;
- (vi) assume full responsibility for any incidents or accidents due to work carried out by Oman Broadband in respect of the Fibre-Optic Infrastructure.

10.4 Without prejudice to the service levels specified in Annex D of this Agreement, Oman Broadband may temporarily suspend or restrict a Service in order to carry out maintenance or development work on Oman Broadband's network. In doing so, Oman Broadband will, unless the suspension or restriction is required to respond to an Emergency:

- (i) give Requesting Licensee not less than five (5) Business Days' notice of the suspension or restriction;
- (ii) use reasonable endeavours to ensure that the suspension or restriction takes place during the planned outage window for that Service, as specified in the applicable Operations Manual;

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- (iii) use reasonable endeavours to minimise disruption to Requesting Licensee, Resellers and End-Users; and fully reinstate the Regulated Services as soon as the maintenance or development work is completed.

10.5 If the supply of any Regulated Service requires any Oman Broadband demarcation Equipment to be installed on any third-party Premises, then Requesting Licensee will be responsible for obtaining any building or land owner authorisation, licence or consent, including for access to any applicable Premises.

10.6 If the supply of any Regulated Service requires the installation of Requesting Licensee equipment on Oman Broadband’s Premises, Oman Broadband will:

- (i) ensure that Requesting Licensee’s representatives have safe access to those Premises at any time in accordance with the applicable Operations Manual so that they can install, inspect, maintain, replace or remove the equipment;
- (ii) provide a safe and secure operating environment for the equipment;
- (iii) use its reasonable endeavours to protect the equipment from environmental hazards (including radio or electrical interference, power fluctuations and other abnormal environmental conditions);
- (iv) use all reasonable endeavours to protect the equipment from alteration, repair, movement or other interference, except by Requesting Licensee or with Requesting Licensee’s prior written consent;
- (v) not sell, lease, encumber, or part with possession of, that equipment.

10.7 Requesting Licensee is responsible for connecting to Oman Broadband’s network at a Data Centre. Oman Broadband may only change the Data Centre at which Requesting Licensee connects to Oman Broadband network if a change is reasonably necessary. In the event of any such change:

- (i) Oman Broadband will give Requesting Licensee not less than six (6) months’ notice, unless the change is required to respond to an Emergency (in which case Oman Broadband will give Requesting Licensee as much notice as is practicable in the circumstances, acting reasonably);
- (ii) Oman Broadband will submit the proposed change and consult in good faith with Requesting Licensee during the notice period to understand the implications of the change for Requesting Licensee and will use reasonable endeavours to mitigate the cost to Requesting Licensee of reconnection to

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a new Data Centre, and will not charge Requesting Licensee any fee for that reconnection; and

- (iii) Requesting Licensee will be responsible, at its own cost, for reconnecting to Oman Broadband's network at the new Data Centre, including managing Customer migration and data transfers, unless the need for change to the Data Centre is due to the negligent act or omission of Oman Broadband or its contractors, in which case Oman Broadband shall bear those costs.

10.8 The names and contact details of the persons of each Party who shall be responsible for actions in relation to the fulfilment of the obligations of the Parties with respect to operations and maintenance of their respective networks and other relevant facilities are set out in Annex G.

10.9 The Parties agree to meet to review operational performance, forecasts, invoices, billing and the provision of the Regulated Services as a part of Governance Meetings. Unless the Parties agree otherwise, Oman Broadband and Requesting Licensee will alternate the hosting and chairing of Governance Meetings, starting with Oman Broadband. In advance of each Governance Meeting, the party hosting the meeting must prepare and circulate the proposed agenda for the meeting and attach copies of each party's Governance Reports for the relevant Governance Period. The Governance Period will be mutually agreed and may vary during the term of the Agreement.

10.10 Unless the Parties agree otherwise, Oman Broadband will record the minutes of each Joint Governance Meeting and provide a copy of those minutes to Requesting Licensee as soon as reasonably practicable after the Governance Meeting.

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11 Provision of Information

- 11.1** The obligations of each Party to provide information to the other Party are as set out in this Clause 11, or as otherwise agreed in writing between the Parties, and are subject to the requirements of confidentiality imposed by Clause 13 of this Agreement.
- 11.2** Each Party shall provide the other Party on a timely basis with all information reasonably required to determine Charges to be billed by one Party to the other Party.
- 11.3** Each Party must inform the other within seven (7) Calendar Days if it ceases to be appropriately licensed for or is otherwise no longer entitled to operate as envisioned under this Agreement.
- 11.4** For the avoidance of doubt, nothing in this Agreement requires either Party to provide any information that is proprietary or confidential.
- 11.5** Both Parties will, at all times, maintain, store and archive up-to-date, accurate and complete records of all invoices, reports, Regulated Services ordered and supplied, operating processes and procedures under this Agreement.
- 11.6** Oman Broadband will provide Requesting Licensee with a two-year network Roll-out Plan of its intended network coverage, to enable Requesting Licensee to plan its own roll-out of services. The plan will be produced on a reasonable endeavours basis but will be non-committed. The plan will show a high-level view of properties passed by geographical area, and will include an estimate of plots and tenancies within those geographical areas. The plan may be discussed as part of the Governance Meetings.
- 11.7** Requesting Licensee should provide Oman Broadband with a Forecast as set out in Clause 21.2.
- 11.8** The Disclosing Party will take reasonable steps to ensure that the information disclosed to the Receiving Party is correct to the best of its knowledge, information and belief at the time of provision of such information.
- 11.9** Subject to Clause 11.12 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and

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expenses arising as a consequence of any failure by the Receiving Party to comply with any obligations relating to confidentiality as pursuant to Clause 13.

- 11.10** 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 teams other than network planning, marketing, and retail functions associated with the Receiving Party.
- 11.11** 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.
- 11.12** For the avoidance of doubt, nothing in this Agreement shall prevent either party from supplying any information to the TRA if requested.

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12 Breach, Suspension and Termination

Breach

- 12.1** If a Party is in breach of any of its obligations under this Agreement, 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 30 calendar days from the date of receipt of such Breach Notice; or in case of emergency within such shorter period as the Party not in breach may reasonably specify.
- 12.2** Neither Party shall be in breach of this Agreement, and shall not be liable to the other for its failure to perform its obligations under this Agreement if, and to the extent that, such failure results from the other Party failing to perform any of its obligations under this Agreement.
- 12.3** A failure by Oman Broadband to meet any Service Level Guarantees (SLGs) does not constitute a breach of this Agreement and in the event of a business disruption caused by Oman Broadband’s failure to meet the prescribed Service Level Guarantees for the services, Requesting Licensee should refer to clause 11 in Annex D.
- 12.4** The Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this undertaking by either of them.
- 12.5** In the event of a breach or threatened breach of this Agreement by either Party, the aggrieved Party shall be entitled to the remedies of injunction and other equitable relief for any threatened or actual breach of this Agreement and, without prejudice to the foregoing, the other Party agrees to indemnify the aggrieved Party against any loss, claims, damages or liabilities by it as a result of or arising out of any such breach PROVIDED ALWAYS such liability is limited to two hundred fifty thousand Omani Rial (OMR 250,000) for any one event or series of connected events in any period of twelve (12) calendar months and an aggregate limit of five hundred thousand Omani Rial (OMR 500,000) for all events (connected or unconnected) in any period of twelve (12) calendar months.
- 12.6** It would be for the Party receiving a Breach Notice to ensure payment of remedies stated above by the due date of the invoice submitted for the breach. In case such payments are

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not made within such duration, the Party sending the Breach Notice is entitled to proceed with the steps as per Clause 20.

12.7 If the Party makes any claim under this Clause 12 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 20 herein.

Suspension

12.8 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 the TRA's prior approval. The termination of this Agreement is subject to the prior approval of the TRA.

12.9 Oman Broadband may suspend all or a sub-set of the Regulated Services supplied under this Agreement upon the provision of reasonable notice to Requesting Licensee, if:

- (i) Requesting Licensee's network deliberately adversely affects the normal operation of Oman Broadband's network, system or Telecommunications Services (whether of Oman Broadband or any other person), including but not limited to intentionally causing damage, interference or deterioration in the operation of Oman Broadband's network or is a threat to any person's safety. For the avoidance of doubt, where the nature of the need to suspend a service is such that prior TRA approval is not reasonably practicable, Oman Broadband at the time of suspending the service shall serve immediate notice of the event and the reasons to Requesting Licensee, sending a copy of the same notice to the TRA. The notice shall include the reasons for the suspension and why it was not reasonably practicable to obtain prior TRA approval;
- (ii) Requesting Licensee's network or the supply of Fibre-Optic Network Services to Requesting Licensee may pose an imminent threat to life or Oman Broadband property;
- (iii) Requesting Licensee has committed a material breach of this Agreement by its failure to pay any undisputed sum, whether in respect of any one or more Regulated Services, for which the other Party has been Invoiced and the Suspending Party has given thirty (30) Calendar Days' notice of such

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breach. For the avoidance of doubt, this Clause shall not apply pending the resolution of any Billing Dispute in accordance with Annex F;

- (iv) Requesting Licensee attempted to use, is likely to use, or has used any Service supplied under this Agreement (whether with or without the authorisation and/or permission of Oman Broadband) in contravention of law and Oman Broadband has the necessary confirmation from the relevant Government Body that the other Party is in contravention of law;
- (v) Requesting Licensee shall fail to take or delay taking any necessary action in respect of any Fraud, manipulation, distributed denial of services (DDOS) attack or any other illegal activity committed when the circumstances of such illegality came to the knowledge of Requesting Licensee or was notified to Requesting Licensee by Suspending Party.

12.10 Neither Party may suspend this Agreement without the prior written consent of the TRA.

12.11 Either party may suspend the supplied Fibre-Optic Network Services or any Annex of this Agreement upon the provision of reasonable notice to the other Party, if:

- (i) continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property;
- (ii) any material information provided, or representation made by one Party (“Suspended Party”) to the other Party (“Suspending Party”) is found to be untrue, false, misleading or inaccurate and has an adverse material impact on the Suspending Party in relation to its provision of the Regulated Services or obligations under this Agreement; or
- (iii) Suspended Party is unable to pay its debts, becomes insolvent or has ceased or threatens to cease business; or a petition for winding up or bankruptcy has been filed; a resolution for voluntary winding up has been passed; a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property; or Suspended Party ceases to carry on business; or any action is taken by any creditor of one Party to recover, realise or enforce any security over any assets of one Party or to enforce any judgment against one Party.

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12.12 Oman Broadband may only exercise its rights under Clause 12 to suspend or restrict a Service to the extent, and for the period of time, that such suspension or restriction is reasonably necessary.

12.13 Oman Broadband will provide as much prior notice of the suspension as is possible in the circumstances or, if no prior notice is possible, will notify Requesting Licensee as soon as possible after the suspension commences.

12.14 Oman Broadband will recommence providing a suspended Service as soon as reasonably possible in the circumstances upon the cessation of the reason for the suspension.

12.15 If any Regulated Services are suspended or restricted in accordance with Clause 12 prior to the end of the Minimum Contract Period as mentioned in Sub Annexes B, Requesting Licensee will be required to pay 100% of remaining cost of the minimum contract period, except where suspension occurs solely due to a breach by Oman Broadband.

12.16 Without limiting the exclusions or limitations of liability in this Agreement, Oman Broadband shall not be liable to Requesting Licensee for any loss resulting from, or in connection with, any valid suspension of the supplied Fibre-Optic Network Services.

Termination

12.17 This Agreement shall come into effect on the Commencement Date and, unless terminated earlier in accordance with its terms and conditions, shall continue in the event no notice has been given pursuant to Clause 12.18 below.

- (i) until Requesting Licensee has not issued a Service Order under this Agreement for more than twenty-four (24) months and no Service Orders remain in force.
- (ii) a notice is given under Clause 12.18.

12.18 Without prejudice to Oman Broadband’s rights in respect of any breach of the undertakings contained in Clause 10.2 this Agreement shall terminate:

- (i) on written notice given by one Party (“Terminating Party”) to the other Party during the period of the Contract; if other Party shall be in material breach of the Agreement, or where such breach is capable of remedy, the Terminating Party shall demand remedy of the breach by sending a written

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notice. If such breach continues unremedied for three (3) months after the date of the notice in writing, the Terminating Party may terminate the Agreement by a notice in writing to the other Party without prejudice to the other Party's right to seek any remedy available under this Agreement or law;

- (ii) if the other Party is unable to pay its debts, becomes insolvent or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party;
- (iii) if continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property;
- (iv) if any material information provided or representation made by either Party to the other Party is found to be untrue, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision, receipt or utilisation of Regulated Services under this Agreement;
- (v) if either Party is formally directed to do so by the TRA;
- (vi) if either Party has an order made or a resolution passed for its winding up or liquidation (other than for the purpose of amalgamation or restructuring).

12.19 Prior to terminating this Agreement or any Regulated Service in full or to the extent necessary, the Terminating Party will notify the TRA that it proposes to terminate this Agreement or any Regulated Service in full or to the extent necessary and request the TRA's approval, unless imminent threat to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately suspend the operation of this Agreement or any Regulated Service in full or to the extent necessary and shall notify the TRA of such event as soon as

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practicable along with reasons as to why Oman Broadband considered it appropriate to suspend without prior notice to the TRA.

12.20 Notwithstanding the minimum contract term for a Service, Requesting Licensee may elect to terminate such Service prior to the completion of the minimum contract term to the extent there is a material breach by Oman Broadband related to or connected with the relevant Annex or Service.

12.21 In the event that the Agreement is terminated, all sums due, or accrued or payable to each Party under this Agreement or with respect to that Annex (respectively) up to the date of termination and all sums due or payable to each Party shall upon termination become immediately due and payable to that Party, including:

- (i) Early termination charges due under the applicable Annexes, where the termination was due to the fault of Requesting Licensee; and any costs as may be incurred by the Terminating Party in terminating this Agreement or Annexes. Requesting Licensee shall at its own expense disconnect and remove its equipment from Oman Broadband’s Premises within forty-five (45) Calendar Days of the termination; and
- (ii) each Party shall immediately return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under this Agreement or in relation to that terminated Annex in good working condition, fair wear and tear only excepted; and
- (iii) each Party shall, without undue delay, remove all of that Party’s equipment, facilities, plant and other property located on the other Party’s Premises used under this Agreement or in relation to that terminated Annex.

12.22 Upon termination or expiry 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), documents, and other items supplied by that other Party. Each Party shall take reasonable steps to recover equipment made available by it.

12.23 In the event that the other Party fails to remove its equipment, facilities, plant and other property (“Equipment”) located on the Party’s Premises within sixty (60) Calendar Days after the date of termination, the relevant Party may consider such Equipment to

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be abandoned under the applicable law. Without limiting any available legal remedies, the relevant Party may, at the other Party’s risk and expense, immediately remove such Equipment and store it at an on-site or off-site location.

12.24 If this Agreement is revoked or is set to be revoked by the TRA, this Agreement will automatically and immediately terminate on and from the date of revocation notified by the TRA.

12.25 On termination of this Agreement or any Annex, all Regulated Services, leases, licences and other rights conferred on Oman Broadband or Requesting Licensee under this Agreement or Annex (as the case may be) shall immediately terminate.

12.26 On termination of this Agreement, each Party must, at its own expense, deliver to the other Party, or after notice from that other Party, destroy or erase, all documents or other forms of storage which comprise or contain the other Party’s Confidential Information or from which the other Party’s Confidential Information can be reproduced.

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

12.28 Notwithstanding the termination or expiry of this Agreement, Clauses 13 (“Confidentiality”), 14 (“Intellectual Property Rights”), 17 (“Limitation of Liability”) and rights and obligations under Clause 19 that have accrued prior to termination or expiry, unless so stated in the applicable Clause, shall continue in full force and effect without limitation in time.

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13 Confidentiality

- 13.1** This Clause shall be governed by the provisions of the Telecom Act (as amended) as well as the Telecom Executive Regulation issued by Resolution No. (144/2008) (as amended).
- 13.2** The Parties agree to treat all confidential information defined as such in Clause 13.5 below as confidential.
- 13.3** Whereas, in their business the Parties to this Agreement have valuable information and it is necessary to protect certain elements of this information as Confidential Information and as valuable trade secrets.
- 13.4** Whereas, through their doing business with each other, either Party may become acquainted with or come into possession of Confidential Information belonging to the other Party. In such cases, the Party providing this information shall be designated as the “Disclosing Party”, and the Party receiving this information shall be designated as the “Receiving Party”.
- 13.5** “Confidential Information” of a Licensee (being either Oman Broadband or Requesting Licensee) means all information know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of Requesting Licensee (and any matter concerned with or arising out of this Agreement), but does not include:
- (i) Information which is or becomes part of the public domain (other than through any breach of this Agreement);
 - (ii) Information which has been independently developed by the other Licensee; or
 - (iii) Information which is in the possession of, or is known to, the other Licensee prior to the date of this Agreement, to the extent that the other Licensee is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned Licensee;
 - (iv) Information which is required to be disclosed by a government regulatory body or a court or other comparable authority of competent jurisdiction,

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provided that the Recipient of the Confidential Information shall notify the Owner of such disclosure.

13.6 Therefore, in consideration of the disclosure to each Party of Confidential Information by the other and in consideration of the mutual promises contained in this Agreement, it is agreed as follows:

- (i) each Party undertakes with the other that the Confidential Information shall be used by it only for the purpose of or to facilitate provision and receipt of the Regulated Services and for no other purposes whatsoever, (including but not limited to disclosure of information to the retail business of a Party) and, in the case of Requesting Licensee this includes confidential information provided by or in relation to Requesting Licensee, as of the date of initiation of discussions with Oman Broadband;
- (ii) subject to subclauses 13.7 (iv) and (v) below, neither Party will without the prior written consent of the other Party disclose or use or cause to be disclosed or used by any third party at any time any Confidential Information.

13.7 In order to secure the confidentiality attaching to Confidential Information, each Party and those allowed access to Confidential Information pursuant to subclause (iv) below shall:

- (i) keep all documents and any other material bearing or incorporating any of the Confidential Information at the Recipient's usual place of business;
- (ii) in relation to the reproduction, transformation, or storage of any of the Confidential Information in an externally accessible computer or electronic retrieval system, shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature;
- (iii) allow access to Confidential Information exclusively to those agents, professional advisers and employees of the Recipient who have reasonable need to see and use it to facilitate the provision and/or receipt of the Regulated Services and shall inform each of the said agents, professional advisers and employees of the confidential nature of the Confidential Information and of the obligations on the Recipient in respect thereof and undertake to use all reasonable endeavours to ensure that such agents, professional advisers, and employees honour these obligations;

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- (iv) on reasonable request of the Owner shall make available to the Owner, as far as reasonably practicable, the documents and other material in possession, custody or control of the Recipient that incorporate any part of the Confidential Information;
- (v) treat in the same manner as is agreed to treat Confidential Information, all copies of any analyses, compilations, studies or other documents prepared by it or its advisers containing or reflecting or generated from any Confidential Information;
- (vi) allow access to Confidential Information only to suppliers of the Recipient who have reasonable need to see and use this Confidential Information for the purposes of supply of services and products to the Recipient. In which case the Recipient undertakes to ensure that such suppliers comply with conditions in Clause 13.7 as described above for their use of the Confidential Information.

13.8 Each Party understands and acknowledges that neither Party is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and neither Party will have any liability to the other or any other person resulting from the Confidential Information or its use thereof.

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14 Intellectual Property Rights

- 14.1** Except as otherwise expressly provided in this Agreement, all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights (intellectual property) shall remain in the ownership of the person creating or owning the same and nothing in this Agreement shall confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party or of any third party.
- 14.2** Oman Broadband grants to Requesting Licensee a non-exclusive, non-transferable right to use any such intellectual property during the Term, to exercise its rights and perform its obligations under this Agreement or to provide Regulated Services to its Resellers, Customers or End-Users using a Service. To the extent that a Reseller, Customer or an End-User requires a right to use Oman Broadband intellectual property in order to use the Regulated Services provided by Requesting Licensee which have the Regulated Services as an input, then Oman Broadband grants to Requesting Licensee the right to sub-licence the use of Oman Broadband intellectual property to that Reseller, Customer or End-User.
- 14.3** Oman Broadband reserves the right to withdraw rights granted above in Clause 14.2 at any time, if Requesting Licensee uses the intellectual property rights for a purpose other than the performance of its obligations under this Agreement or the provision of Regulated Services to its Resellers, Customers or End-Users.
- 14.4** Without prejudice to Clause 14.1, neither Party shall be entitled to use any trademarks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.
- 14.5** On termination or expiry of the Agreement or any of its applicable Annexes, the rights granted under Clause 14.2 will terminate. For the avoidance of doubt, on the termination or expiry of a specific Annex, intellectual property rights used in connection with or in the performance of the said Annex will terminate.
- 14.6** Each Party (referred to in this clause as the Indemnifying Party) agrees, subject to Clause 14, to indemnify, and keep indemnified the other Party against all liability or loss arising

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directly or indirectly from, and all reasonable costs, charges and expenses incurred in connection with any claim, action, suit or demand alleging infringement by the other Party of the rights of a third party arising from use by the other Party of intellectual property disclosed or licensed by the Indemnifying Party under this Agreement. This indemnification shall represent the only remedy and form of compensation available to the other Party in relation to intellectual property licensed or disclosed by the Indemnifying Party under this Agreement.

- 14.7** Each Party shall be responsible and liable for obtaining and maintaining in that Party's name and at that Party's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required to provide and/or use the Fibre-Optic Services. Each Party shall provide reasonable co-operation to the other Party, at the other Party's cost, in relation to all licences, permits, consents, waivers, authorisations and intellectual property or other rights, required to be obtained by the other Party under this Clause.

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15 Amendments

- 15.1** This Clause shall be governed by the provisions of the Telecom Executive Regulation (as amended) and the A&I Regulations. This Agreement may be subject to periodic amendment in the manner set out in Article 12 of the A&I Regulations.
- 15.2** 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.
- 15.3** If such amendment is due to decisions of the TRA or any other legal body of competent jurisdiction, the amendment will be made according to that decision and be applicable as per the date of such ruling or such other date that might be specified therein.
- 15.4** Under the circumstances where a novation event occurs in relation to either Party, the terms and conditions of this Agreement will remain the same.

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16 Force Majeure

- 16.1** Neither Party shall be liable for any breach of this Agreement caused by a Force Majeure Event.
- 16.2** The affected Party shall give the other Party written notice, as soon as practicable, of the occurrence and nature of the relevant Force Majeure Event (“FME Notification”) and shall advise the other Party as soon as practicable of the expected date of resumption of normal performance hereunder.
- 16.3** Upon the cessation of the delay or failure resulting from the Force Majeure Event, the Party affected by such Force Majeure Event shall promptly notify the other Party of such cessation.
- 16.4** If, as a result of Force Majeure Event, the performance by either Party of its obligations under this Agreement is only partially affected, such Party shall, subject to the provisions of Clause 16.6, nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.
- 16.5** To the extent that the Party affected by Force Majeure Event shall not provide all or part of Fibre-Optic Network Services to be provided by it under this Agreement, the other Party shall be released to such extent from its obligations to make payment in respect of those Regulated Services.
- 16.6** In the case of either Party making a Force Majeure Event notification, then the Party affected by Force Majeure Event shall:
- (i) provide information regarding the extent of its inability to perform and an estimate of the time required to overcome the Force Majeure Event;
 - (ii) remedy or mitigate the effect of the Force Majeure Event;
 - (iii) complete its obligations under this Agreement as practicable, as quickly as is practicable, with regard to the nature and effect of the Force Majeure Event; and
 - (iv) upon cessation of the effects of a Force Majeure Event, give notice to the other party of such cessation as quickly as practicable.

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- 16.7** If the Force Majeure Event lasts for a continuous period of sixty (60) Calendar Days or less from the date of the FME Notification (whether or not notice of cessation has been given pursuant to Clause 16.3 of this Agreement), any outstanding obligation shall be fulfilled by the Party affected by the Force Majeure Event as soon as reasonably possible after the Force Majeure Event has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; and
- 16.8** If the Force Majeure Event lasts for more than a continuous period of sixty (60) Calendar Days from the date of the FME Notification, notice of cessation has not been given pursuant to Clause 16.3 hereof and such Force Majeure Event continues to prevent the affected Party from performing its obligations in whole or in material part, the other Party shall be entitled (but not be obliged) to terminate this Agreement by giving not less than thirty (30) Calendar Days' written notice to the other Party after expiry of the said sixty (60) Calendar Days period. In the event that notice of cessation of the Force Majeure Event pursuant to Clause 16.3 hereof is received by the other Party prior to the expiry of the thirty (30) Calendar Days' notice, this Agreement may not be terminated under this Clause 16.8.
- 16.9** If this Agreement is not terminated in accordance with the provisions of Clause 16.6 of this Agreement, then any obligations outstanding shall be fulfilled by the Party affected by the Force Majeure Event as soon as reasonably practicable after the Force Majeure Event has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.
- 16.10** Requesting Licensee will not be required to pay any Charges for a Service to the extent that the Service is not provided due to a Force Majeure Event.

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17 Limitation of Liability

- 17.1** Unless otherwise provided under this Agreement, this Clause 17 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.
- 17.2** Each provision of this Clause 17 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 17.3** In performing its obligations under this Agreement, Oman Broadband shall exercise the reasonable skill and care of a competent telecommunications operator.
- 17.4** Neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach, acts or omissions) for:
- (i) any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
 - (ii) any other consequential or indirect liability, loss or damage, suffered by the other Party and arising from or in connection with this Agreement.
- 17.5** Neither Party excludes or restricts its liability for death, personal injury, gross negligence or wilful default.
- 17.6** Neither Party will be liable to the other Party to the extent that liability is incurred in connection with an action, claim or demand brought or made against the other Party in relation to an act or omission relating to or arising out of this Agreement by a third party to whom the other Party provides a telecommunications service under a contract, where that liability could legally have been excluded or where that liability could legally have been reduced in that contract by the other Party.
- 17.7** The liable Party will indemnify the injured Party (including its personnel, contractors, agents and representatives) against any loss of, or damage to, tangible property (including arising from any third-party claims) arising as a direct result of:

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- (i) any wilful or negligent act or omission of the liable Party or any contractor or agent of the liable Party in providing the Service including in their construction, installation, inspection, maintenance, replacement or removal of any Equipment.

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18 Assignment of Rights and Obligations

- 18.1** This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a Party to it, or otherwise, and neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.
- 18.2** Except as permitted by this Agreement, neither Party shall assign, sublease or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to any third party, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

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19 Notices

- 19.1** Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid post to, the address of the relevant Party set out in this Agreement to the address specified in Annex G or as either Party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post).
- 19.2** Subject to any provision in this Agreement to the contrary, changes to any of the contact persons of a Party listed in Annex G for any reason shall, if reasonably possible, be notified in writing to the other Party prior to such change occurring.
- 19.3** Each party specifies only one contact point for exchange of updates to this Agreement that is the manager responsible for this Agreement, as defined in Annex G.

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20 Governing Law and Dispute Resolution

20.1 Excluding Billing Dispute, which shall be dealt with under Annex F, each Party shall use its best endeavours to resolve any Dispute.

20.2 This Agreement shall be governed by and construed in accordance with the Telecom Act and all laws of the Sultanate of Oman and in the event of a dispute arising between the Parties in respect of this Agreement the following shall apply:

- (i) In the event of a dispute arising (“Dispute”) either Party may notify the other in writing that such a Dispute has arisen (“Dispute Notice”) giving full particulars of the Dispute, including (but not limited to) a description of the Dispute, all relevant evidence, and any other information which describes the Dispute;
- (ii) Each Party will nominate one senior representative as its representative no later than fifteen (15) Business Days from the date of receipt of the Dispute Notice by the other Party. These representatives will meet within fifteen (15) Calendar Days from the date of their nomination to attempt to resolve such Dispute through good faith negotiation between the representatives of the Parties;
- (iii) If such negotiations do not resolve the Dispute within forty-five (45) Calendar Days 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 Chief Executive Officer, Managing Director or persons holding similar positions within Oman Broadband and Requesting Licensee respectively shall undertake further good-faith negotiations to resolve the dispute. The Party serving the Second Dispute Notice shall include with such notice all relevant details including the nature and extent of the dispute; and
- (iv) If the endeavours of the Parties to resolve the dispute in accordance with Clause 20.2 (iii) are not successful within fifteen (15) Calendar Days of the service of the Second Dispute Notice, either Party may (subject to Clause 20.3 below) by written notice to the other refer the Dispute to the TRA for its binding determination. The TRA, with the approval of the Parties, may refer the Dispute for arbitration. Unless the TRA directs otherwise, the arbitration shall be conducted by a panel of three arbitrators

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with all documents, submissions and hearings to be in the English language and to be conducted in Muscat, Oman in accordance with the Arbitration Law of Oman (Royal Decree 47/97) as amended from time to time.

20.3 Nothing herein contained shall prevent a Party from:

- (i) Seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief;
- (ii) Escalating the matter to the TRA where special circumstances exist that objectively justify the referring the matter to the TRA as a matter of urgency, subject to serving notice to the other Party stating the reasons for such escalation;
- (iii) Seeking to shorten the timescales where special circumstances exist that objectively justify the timescales specified to be shortened subject to serving notice to the other Party stating the reasons why the timescales must be shortened. The Party seeking to shorten the timescales shall also suggest what the next steps should be and the proposed timelines for them. In the event that the other Party does not agree to the variation of the timescales the matter shall be treated as a dispute between the Parties.

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21 Capacity Forecasting

21.1 Forecasts are essential for the planning of Oman Broadband’s operations.

21.2 Requesting Licensee should provide a Forecast for required products using a forecast template that is agreed by both parties. The forecast will consist of two parts:

- (i) Three (3) year forecast: This forecast should show cumulative and incremental orders on a quarterly basis, given on a regional basis ie. mapped against the footprint given in the three-year roll-out plan produced by Oman Broadband. This forecast is non-committed but should be produced quarterly on a reasonable endeavours basis to enable Oman Broadband to plan to meet demand.
- (ii) Three (3) month rolling forecast: This forecast is shorter term and reflects the immediate real demand anticipated by Requesting Licensee. It is a three month rolling forecast of orders, on a month-by-month basis. It may be updated monthly as part of the Governance Meetings. The forecast will be non-committed and produced on a reasonable endeavours basis.

21.3 The Parties shall use reasonable endeavours to provide accurate forecasts based on achievable numbers.

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22 Review of the Agreement

- 22.1** This Clause 22 shall be governed by Article 13 and Article 37 of the A&I Regulations issued by Resolution No. (25/2016) in April 2016.
- 22.2** This Agreement may only be amended following consultation and directives from the TRA.
- 22.3** Requesting Licensee may request the provision of a new service by Oman Broadband in accordance with Clause 25 of this Agreement.

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23 Insurance

- 23.1** Without limiting either Party's obligations under this Agreement unless otherwise mutually agreed between the Parties, each Party will have in force and maintain for the duration of this Agreement and for a period of twenty-four (24) months after the expiry or termination of the Agreement, a broad form public liability insurance policy with an insurance company licensed in the Sultanate of Oman (including cover for, without limitation, public liability and property damage) in respect of its potential liability for loss or damage arising under or in connection with this Agreement for a sum insured for any one claim that is not less than a minimum value of OMR 1,000,000 (One Million Omani Rials).
- 23.2** On either Party's request, the requested Party will immediately produce evidence (including a copy of each insurance policy and certificate of currency) that it has complied with and continues to comply with its obligations under this Agreement.

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24 End-User Relationship

- 24.1** Each party shall instruct its staff, contractors, agents, and employees to refrain from any public criticism of the other Party or from criticism of the other Party to an End-User in relation to any matter that might have arisen as a result of the operation of this Agreement.
- 24.2** Requesting Licensee will be solely responsible for billing the End-Users for the services it provides to them.
- 24.3** Where Requesting Licensee receives Regulated Services under this Agreement, Requesting Licensee acknowledges and agrees that notwithstanding any failure by any of its End-Users to pay in respect of a service, Requesting Licensee is liable to Oman Broadband in respect of the relevant Charges for Regulated Services supplied under this Agreement.
- 24.4** Requesting Licensee may advise the End-Users that Regulated Services are provided by Oman Broadband to Requesting Licensee.
- 24.5** Where Requesting Licensee communicates with the End-Users, such communications must not knowingly falsely attribute to Oman Broadband:
- (i) blame for a fault or circumstance; or
 - (ii) the need for network maintenance or upgrade;
 - (iii) the interruption or suspension of a service.
- 24.6** Neither Party nor its representatives and agents may represent expressly, impliedly, or by omission or implication that:
- (i) it is approved by an agent of, or affiliated with the other Party;
 - (ii) in the case of Requesting Licensee, that it is Oman Broadband, for example, by claiming it is “from Oman Broadband” or, in the case of Oman Broadband, that it is Requesting Licensee;
 - (iii) it has received favours from the other Party; or
 - (iv) the services provided by it are the other Party’s services.

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24.7 The Parties agree to co-operate with each other in order to detect and prevent fraudulent use, theft, or misuse of each other's services or equipment. If one Party becomes aware of possible fraudulent use, theft, or misuse of the other Party's services or equipment, it shall promptly inform the other Party.

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25 Development of New Services

- 25.1** Requesting Licensee may request the provision of a new service by Oman Broadband. Oman Broadband shall establish the feasibility of the new service and respond to Requesting Licensee accordingly.
- 25.2** Following a request pursuant to Clause 25.1 herein which has been determined feasible, Oman Broadband shall review and offer to enter into an agreement for the provision of the service or facility and the Parties shall enter into good-faith negotiations to arrive at a commercial and technical agreement regarding provision of such service as expeditiously as possible.
- 25.3** The agreement shall be subject to the approval of the TRA and subsequent publication, as per the TRA guidelines.
- 25.4** Once any improved/customised service is agreed and approved by the TRA, the same shall be published/included in this Agreement. For the avoidance of doubt, if, at any point during the Term of this Agreement, Oman Broadband negotiates with another licensed Telecommunications Services Provider an agreement for Regulated Services similar to those supplied under this Agreement on materially different terms and conditions, then Oman Broadband shall incorporate the same in this Agreement post TRA approval.

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26 Miscellaneous

Entire Agreement

26.1 This Agreement, any document referred to in this Agreement, or incorporated by reference in any such document, constitute the entire Agreement, and supersede any previous agreement between the Parties relating to the subject matter of this Agreement.

Health and Safety

26.2 Health and Safety matters are covered by legislation in force at the time of access, to which all organisations and individuals must adhere.

26.3 All appropriate safety precautions required pursuant to the Applicable Laws shall be strictly followed at all times. Neither Party shall be held responsible for any consequences resulting from the other Party's negligence in this regard.

26.4 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its Network does not:

endanger the safety or health of employees, contractors, agents, customers of the other Party or the general public; or

damage, interfere with or cause any deterioration in the operation of the other Party's Network.

26.5 It is the responsibility of each individual to ensure the safety of their working environment and to work in a safe manner. Appropriate use of risk assessments should be used, and the building owners must be prepared to accept questions and comments regarding safety issues and to take appropriate action where necessary. Visitors shall

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accept directions regarding safety and safe working practices from the building representative.

26.6 Should any dispute arise about access being unsafe, work should cease and the matter escalated immediately to the representatives of each Party to their central point for management decision.

26.7 When working with lasers, guidance as per latest version of IEC specification 60825 Parts 1 (Equipment Classification, Requirements and User Guide) and 2 (Safety of Optical Fibre Communication Systems) must be followed.

Warranties

26.8 Oman Broadband represents, warrants and undertakes that:

- (i) it has full right and title to the Fibre-Optic Infrastructure and full authority to grant others the permission to use the Fibre-Optic Infrastructure and provide the Fibre-Optic Network Services;
- (ii) it shall not entertain any requirements of providing any passive or active infrastructure to any person, individual, corporate entity and or Government entities/agencies and Oman Broadband shall only provide telecommunications infrastructure on a Wholesale basis to licensed Telecommunications Services Providers who have been licensed by the TRA of Oman. This Clause does not apply to Government-owned closed private networks that are usually built and operated by Government agencies for their own internal use;
- (iii) this Agreement constitutes valid and binding obligations on Oman Broadband in accordance with its terms and conditions;
- (iv) to the best of its knowledge neither the execution of this Agreement nor the consummation of the transactions contemplated hereby violates any applicable laws in force in the Sultanate of Oman;
- (v) it shall provide the Fibre-Optic Network Services and discuss all matters in relation to its obligations under this Agreement in good faith, with due skill, care and diligence, in a timely and professional manner and using appropriately trained, qualified, knowledgeable and experienced personnel.

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26.9 Requesting Licensee represents, warrants and undertakes that:

- (i) it has the requisite power to enter into and observe its obligations under the Agreement;
- (ii) it is entitled and has full power and authority to enter into and perform this Agreement;
- (iii) this Agreement constitutes valid and binding obligations on Requesting Licensee in accordance with its terms and conditions;
- (iv) to the best of its knowledge neither the execution of this Agreement nor the consummation of the transactions contemplated hereby violates any applicable laws in force in the Sultanate of Oman; and
- (v) in relation to its obligations under this Agreement, it shall at all times act in good faith, in a timely and professional manner and using appropriately trained, qualified, knowledgeable and experienced personnel.

Waivers

26.10 No waiver by any Party of any of the requirements hereof or of any of that Party's rights hereunder shall be effective unless given in writing and signed by or on behalf of that Party and no forbearance, delay or indulgence by any Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party nor shall any waiver by any Party of any of the requirements hereof or any of that Party's rights hereunder release any other Party from full performance of that other Party's obligations stated herein.

Severability

26.11 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

Relationships of parties

26.12 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

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representation, act or omission of the other, which is contrary to or unauthorised by the provisions of this Agreement.

26.13 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer, nor is it intended to confer, a benefit on any third party for the purposes of this Agreement.

26.14 No provision of this Agreement shall be construed so as to negate, modify, or affect in any way the provisions of any other agreement between the Parties unless specifically referred to, and solely to the extent provided herein.