

### **Annex A – Definitions**

**FIRST DRAFT** 

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## **1** Purpose and Scope

**1.1** This Annex lists the abbreviations and terms used in the Reference Access and Interconnection Agreement.

## 2 List of Abbreviations

Abbreviation	Definition
AC	Alternating Current
APC	Angled Physical Contact Connector
API	Application Programming Interfaces
B2B	Business to Business
BEUC	Basic End-User Connection
САР	Customer Access Point
CO-IX	Central Office Interconnect Service
CRN	Company Registration Number
dB	Decibel
DC	Direct Current
DCEU	Damage Caused by End-User
DCTB	Direct Connectivity to the Building
DDOS	Distributed Denial of Services
ETSI	European Telecommunications Standards Institute
FDH	Fibre Distribution Hub
FM System	Fault Management System
FNF	Fault Not Found
FTTH	Fibre to the Home
FTP	Fibre Termination Point
GIS	Geographic Information Software
ITU	International Telecommunication Union
IP	Internet Protocol
KPI	Key Performance Indicator
kW	Kilowatt
kWh	Kilowatt-hour

Abbreviation	Definition
MDD Report	Market Definition and Dominance Report
MDU	Multi-Dwelling Unit
NAP	Network Access Point
NOC	Network Operations Centre
O&M	Operations & Maintenance
ODF	Optical Distribution Frame
OLT	Optical Line Terminal
OM System	Order Management System
OMR	Omani Rial
ONT	Optical Network Terminal
ONU	Optical Network Unit
PON	Passive Optical Network
QoS	Quality of Service
SC	Subscriber Connector
SDU	Single Dwelling Unit
SLG	Service-Level Guarantee
SME	Small and medium enterprises
SOC	Services Operations Centre
TRA	Telecommunications Regulatory Authority
UPS	Uninterruptible Power Supply
V	Volt

## 3 List of Definitions

Term	Definition
Access and Interconnection Offer	The agreement between Providing Party and Requesting Licensee for the purposes of Access and Interconnection which shall include the main body of this Agreement, and the Annexes and Sub- Annexes.
Access & Interconnection Regulation/ A&I Regulation	A regulatory document issued by the TRA which presents the framework for the obligations on telecommunication licensees in Oman to provide interconnection and access to certain physical infrastructure and other facilities to Requesting Licensee and wholesale customers.
Access Network	The part of Oman Broadband's network used to provide connectivity between the Data Centre and the End User premise. It includes the components of the network used to provide Oman Broadband's BEUC and DCTB services, such as fibre optic cables connecting Data Centre sites to FDHs, FDHs to NAPs, and NAPs to CAPs. It also has various chambers/handholes and ducts along the fibre routes. A detailed description of Oman Broadband's Access Network can be found in Annex C.
Agreement	This agreement, including all its Annexes and Sub-Annexes, as amended, modified, varied, assigned, notated, supplemented or replaced from time to time.
Authorised Use	The installation, operation, maintenance, refurbishment, repair, alteration and/or replacement of the Fibre-Optic Infrastructure for the purposes of the setting up and carrying out, by Requesting Licensee, of any licensed Telecommunications Services in the Sultanate of Oman and any other related activities permitted under the terms of its licence.
Basic End-User Connection Service (BEUC)	The Fibre-Optic Network Service that Requesting Licensee can obtain from Oman Broadband in order to provide fibre-optic connectivity to an End-User, as described in Sub Annex B_1.
BEUC Residential	Customer that is registered with Requesting Licensee and that has applied through Requesting Licensee for a connection to Oman Broadband's Fibre-Optic Infrastructure at residential Premises.
BEUC Business	Customer that is registered with Requesting Licensee and that has applied through Requesting Licensee for a connection to Oman Broadband's Fibre-Optic Infrastructure at business Premises.

Term	Definition
BEUC Health and Education	Customer that is registered with Requesting Licensee and that has applied through Requesting Licensee for a connection to Oman Broadband's Fibre-Optic Infrastructure at health or education Premises.
BEUC Riyadh	Customer that is registered with Requesting Licensee and that has applied through Requesting Licensee for a connection to Oman Broadband's Fibre Optic Infrastructure at SME Premises. BEUC Riyadh Service is available solely for Government registered SMEs.
B2B Gateway	An IT platform by Oman Broadband used to interconnect Requesting Licensee's IT system and Oman Broadband's internal IT systems, for the purpose of ordering, modifying, cancelling services, amongst other things
Billing Dispute	The dispute, made in good faith, of an invoice prepared by a Party to the other Party and in accordance with the process described in Annex F.
Billing Dispute Escalation Procedure	The procedures outlined in Annex F.
Billing Dispute Notice	A written notification provided to an Invoicing Party, by an Invoiced Party within 30 days of receipt of a valid Invoice.
Billing Dispute Notification Period	The period during which the Invoiced Party raises, in writing, a Billing Dispute Notice, no later than 30 days after receipt of a valid Invoice, unless otherwise agreed in writing.
	The information which must be provided by the Invoicing Party in support of Invoices issued under this Agreement, as agreed by the Parties to enable the Invoiced Party to validate an invoice and for the purposes of this Agreement, and shall consist of all of the following:
<b>Billing Information</b>	<ul> <li>(i) Annex that contains, but is not limited to, the account numbers, date of request, delivery date, fee, and unique numbers;</li> </ul>
	(ii) the Invoice reference number;
	(iii) the Invoice date;
	(iv) the due date;
	(v) the Invoice amount; and
	(vi) any additional Billing Information as specified in Annex F.

Term	Definition
Billing Period	The period of a calendar month commencing on the first day of a month.
Billing Representative	A representative of either Party appointed in accordance with Annex G.
Billing System	A system to issue invoices relating to Charges payable by each Party under this Agreement.
Billing Verification Information	The information provided pursuant to the individual service Annexes by one Party to the other as is necessary to ascertain the Charges payable by each Party under this Agreement.
Breach Notice	Written notice provided by one Party to the other Party that is in breach of any of its obligations under this Agreement.
Business Day/ Business Days	Any day other than Friday, Saturday and the public holidays of the Sultanate of Oman.
<b>Business Hours</b>	As defined in Annex D.
Cable Termination	A part of Co-location Service wherein Requesting Licensee can terminate its own fibre strands in a cable at its Co-located Equipment in Oman Broadband's Data Centre, for the sole purpose of connecting to this Co-located Equipment.
Cage Space	A space located in a secured area comprising a mesh wall around Requesting Licensee's Co-location Equipment with dedicated connectivity infrastructure.
Calendar Day/Day	Any day of the week.
Central Office	A point of presence owned/managed by Requesting Licensee in the context of this Agreement.
Central Office Interconnect Service (CO-IX)	A Service associated with the BEUC Service where Requesting Licensee would prefer not to use Co-location, but to host the OLTs in their own facilities.
	CO-IX Service is not covered as a part of this Agreement.
Charges	The price for Services provided by Oman Broadband to Requesting Licensee.
Chambers/Handholes	Hollow structures positioned along the route of fibre-based networks, usually underground, to provide for the following requirements:
	(i) pulling of cable along the route of the network;

Term	Definition
	<ul><li>(ii) accommodation of spare lengths of cable (coiled cable) to allow for future repairs;</li></ul>
	(iii) splicing of joints;
	(iv) facilitation of directional changes in the network route;
	(v) accommodation of the NAP;
	<ul><li>(vi) provision of customer connections (i.e., in Oman Broadband's case, a chamber/handhole can accommodate 25mm secondary ducts).</li></ul>
Co-location/Co- located Equipment	Racks, cabinets, multiplexes, transmission equipment, network termination units and other equipment that have been co-located by Requesting Licensee under this Agreement.
Co-location Service	Services listed under Sub Annex B_3 of this Agreement.
Co-location Space	Space and such facilities as may be agreed by the Parties to be provided by Oman Broadband at its Data Centre for the installation and operation of Co-Located Equipment.
<b>Commencement Date</b>	The effective date of this Agreement
	'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:
	<ul><li>(i) Information which is or becomes part of the public domain (other than through any breach of this Agreement);</li></ul>
Confidential Information	<ul><li>(ii) Information which has been independently developed by the other Licensee; or</li></ul>
	(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, provided that the Recipient of the Confidential Information shall notify the Owner of such disclosure.

Term	Definition
Connect Order	An order type placed by Requesting Licensee to request for a new connection service provided by Oman Broadband.
Connect with ONT Order	An order type, part of the Basic End-User connection (BEUC) Service, whereby the Optical Network Terminal (ONT) and Wi-Fi Router is installed by Oman Broadband on behalf of Requesting Licensee for the sole purpose of providing the BEUC Service, as a single installation visit to the End-User Premises.
Cross-Connect Service	Passive fibre connection between two Requesting Licensees who are Co-locating within Oman Broadband's Data Centre, as described in Sub Annex B_4.
Coverage Area	Premises that fall within the bounds of Oman Broadband's Fibre- Optic Infrastructure service
Customer	End-User of Oman Broadband's Services.
Customer Area	The area within a fibre network which consists of a drop cable that connects the NAP to the customer access point (CAP) and a patch cord to connect the CAP to the optical network terminal (ONT) in the customer Premises. Oman Broadband's network includes cables connecting the NAP to the CAP, while cables connecting CAP to ONT in the customer Premises is not part of Oman Broadband's network.
Damage Caused by End-User (DCEU)	Any damage within End-User's Premises to the fibre-optic cable or to the CAP, rendering the service inactive, once the cable has been installed and tested, through no fault of Oman Broadband.
Direct Connectivity to the Building Service	The Fibre Optic Network Service that Requesting Licensee can obtain from Oman Broadband to provide connectivity services over a passive Fibre-Optic Infrastructure from Oman Broadband's Data Centre to the Customer Access Point (CAP) or the telecom room of the requested Premises, as described in Sub Annex B_2.
Disclosing Party	A Party that discloses information to the Receiving Party
Disconnect Order	A request from Requesting Licensee to Oman Broadband to disconnect End-User from the network, generally following a request made by End-User to Requesting Licensee
Dispute	Any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Access and Interconnection Agreement (excluding breaches of this Access and Interconnection Agreement).

Term	Definition
Dispute Resolution Procedures	The procedures outlined in Clause 20 of the Main Body of this Agreement.
Distribution Area	The area within Oman Broadband's network which connects the FDH splitter with the NAP.
Duct	A pipe or conduit that is used to house and protect fibre optic cables.
Duct Access Service	Service that allows Requesting Licensee to utilise available space within Oman Broadband's FTTH Ducts to install its own optical fibre cable, as described in Sub Annex B_5.
Due Date	The date that is thirty (30) Calendar Days after the date that a valid invoice is received by the Invoiced Party.
Emergency	<ul> <li>An event or circumstance requiring Oman Broadband to take immediate action to:</li> <li>(i) protect Oman Broadband network, the Services or the network of any Licensee; or</li> <li>(ii) respond to an actual or suspected Network Threat; or</li> <li>(iii) comply with an order or instruction of the TRA in connection with a Network Threat which Oman Broadband is required to comply with as a matter of law; or</li> <li>(iv) provide or safeguard network access and capacity for essential services; or</li> <li>(v) mitigate or eliminate a threat to the safety or health of any person or property.</li> </ul>
End-User	A customer who is registered with Requesting Licensee and has applied through Requesting Licensee for Oman Broadband Fibre- Optic Infrastructure Services.
Equipment	The equipment and apparatus owned by Requesting Licensee that can be installed in a Data Centre for the purposes of setting up fibre-optic connectivity to End-Users in order to supply them with products and services using Oman Broadband's Fibre-Optic Infrastructure.
Feeder Area	The area within Oman Broadband's network that extends from the ODF which is located within the Data Centre site, to the Fibre Distribution Hubs (FDHs).
Fibre Distribution Hub	The point within the Network where the passive fibre-optic cable deployed and owned by Oman Broadband terminates before the

Term	Definition
	Network Access Point, and typically contains one or more optical splitters.
Fibre Monitor System	A system to monitor the fibre network on a real-time basis
Fibre-Optic Infrastructure	All fibre-optic network elements including fibre-optic cables, underground ducting, surface-entry underground chambers/handholes, and other Passive Network components.
Fibre-Optic Network Service	The connection services provided by Oman Broadband to Requesting Licensees based on the Fibre-Optic Infrastructure.
Fibre Termination Point (FTP) / Customer Access Point (CAP)	The closest network point within a Premises where a Basic End-User Connection is terminated.
	An event or circumstance beyond the reasonable control of either Party that makes it impossible or illegal to perform, or prevents compliance with or the performance of, a Party's obligations under this Agreement, including but not limited to:
	(i) disease;
	(ii) fire, flood, storm, tempest, earthquake or other act of God;
	(iii) any act of a public enemy, war, riot, or act of civil or military authority;
	(iv) nuclear, chemical or biological contamination;
Force Majeure Event	<ul> <li>(v) any act of a third party (not being an employee, agent or contractor of that party) engaged in subversive or terrorist activity or sabotage;</li> </ul>
Force Majeure Event	(vi) embargo or prevention from or hindrance in obtaining any raw material, energy or other supplies; and
	(vii) labour disputes of whatever nature;
	but does not include an event to the extent that:
	<ul> <li>(i) the effect of that event could have been substantially prevented, avoided or mitigated by: (i) implementing any contracted business continuity or disaster recovery service or any contingency plan agreed between the parties or that a party has represented it has in place; or (ii) exercising a reasonable standard of care; or (iii) using information provided by the other party or information that is available in the public domain; or</li> </ul>

Term	Definition
	(ii) it is an event that the affected Party is or was directly responsible for; or
	<ul> <li>(iii) that event is constituted or caused by any failure of a contractor or supplier of the Party claiming a Force Majeure Event, unless and to the extent that the contractor or supplier was itself affected by an event that, if it occurred in relation to either party, would have been a Force Majeure Event; or</li> </ul>
	<ul><li>(iv) the event is constituted or caused by the insolvency of either Party or a contractor or supplier of the Party claiming a Force Majeure Event, or lack of funds for any reason; or</li></ul>
	<ul><li>(v) risks associated with the event have been accepted by the affected party by the terms of this Agreement; or</li></ul>
	(vi) the event is constituted or caused by a change in law.
	Any fraudulent, corrupt, dishonest, illegal or other unauthorised use (whether actual or attempted) of the Services provided by either Party to this Agreement including the illegal use of Oman Broadband network, or End-User Equipment or any other devices that might negatively impact Oman Broadband's network, revenue or degrade the quality of Oman Broadband Services.
Fraud	Services which shall be illegal and therefore constitute fraud include, but are not limited to, the following:
	<ul> <li>(i) any service which is not covered in the licence of Requesting Licensee but is provided to End-Users without an Access and Interconnection Agreement with Providing Party; and</li> </ul>
	<ul> <li>(ii) any service which is explicitly forbidden in the Access and Interconnection Agreement, but Requesting Licensee provides it without the approval of Oman Broadband.</li> </ul>
Governance Meetings	Regular meetings that are held between Requesting Licensee and Oman Broadband to discuss operational performance of their networks.
Governance Period	The period over which Requesting Licensee and Oman Broadband agree to review operational performance, forecasts, invoices, billing and the provision of Regulated Services as part of Governance Meetings.
Government Body	The Government of the Sultanate of Oman and any Ministry or Department thereof and any authority, body, commission, agency or entity exercising executive, legislative, judicial, regulatory, fiscal or administrative functions and any successor to or assignee

Term	Definition
	of any of the foregoing; includes any official or employee of a Governmental Body acting in an official capacity on behalf of such body.
Indemnifying Party	A Party who must indemnify and keep indemnified as defined in Clause 14.6 of the Main Body of this Agreement.
In-Flight Connect or Modify Order	A Connect or Modify Order under process by Oman Broadband.
In-Flight Trouble Ticket	A Trouble Ticket under process by Oman Broadband.
Interconnection	The physical linking of Requesting Licensee's network with equipment owned by Oman Broadband for the purpose of providing access to Fibre-Optic Network Services.
Intellectual Property	Any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including, without limitation, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property.
Internal Status	The status of any request (order, ticket etc.) tracked internally by Oman Broadband.
Invoice	A bill or request for payment issued by one Party to the other Party in accordance with this Agreement.
Invoiced Party	The Party receiving the Invoice for the service(s) received in accordance with this Agreement.
Invoicing Party	The Party issuing the Invoice for service(s) rendered in accordance with this Agreement.
ITU-T G.625D	The transmission systems and media, digital systems and networks standard number G.625D published by the Telecommunication Standardization Sector of the International Telecommunication Union.
ITU-T G.657A	The transmission systems and media, digital systems and networks standard number G.657A published by the Telecommunication Standardization Sector of the International Telecommunication Union.
Joint Investigation Meeting	The joint site meeting requested by Requesting Licensee to investigate service quality or faults.

Term	Definition
Level 1	Involves general enquiries related to Invoice, Billing Dispute, customer connection and fault escalation.
Level 2	First level of Dispute Resolution for Disputes related to Invoice, Billing, customer connection etc. usually handled by department head or Senior Manager.
Level 3	Final level of Dispute Resolution for Disputes related to Invoice, Billing, customer connection etc. usually handled by a General Manager or above as per seniority.
Minimum Contract Term	The shortest period of time for a given contract, unless agreed otherwise by both Parties. Requesting Licensee will be penalized if it terminates the contract before the minimum contract term is over.
Modify Order	A type of BEUC Order, where a request is made by Requesting Licensee to modify the network within End-User's Premises (e.g., relocation of Customer Access Point (CAP) or the fibre cable within the Premises).
Monthly Recurring Charge	The charges that Requesting Licensees shall pay for the service on a monthly basis, computed from the beginning of the month as specified in Annex E.
Network	A system of either Party which is used or intended to be used for telecommunications services.
Network Access Point (NAP)	The final point within the Network where the passive fibre-optic cable deployed and owned by Oman Broadband terminates before the Fibre Termination Point.
No Fault Found Charge	The charge imposed by Oman Broadband under Annex E when Oman Broadband determines with reasonable evidence that either no fault is found or the fault is not with Oman Broadband network or equipment.
Non-Recurring Charge	One-time fee that Requesting Licensee shall pay for the service, computed as specified in Annex E.
Optical Distribution Frame (ODF)	The facility used to terminate the end of a passive optical fibre- optic cable.
Other Network	Part of Oman Broadband's Fibre Network that is not covered by the Access Network. Services provided by the Other Network are not covered in this Agreement.

Term	Definition
Patch Cable	The physical optical patch cord used to connect two ports in an FDH.
Party or Parties	A party to the Access and Interconnection Agreement as the context demands.
Data Centre	Oman Broadband or Requesting Licensee Premises where Oman Broadband offers access to its infrastructure and co-location facilities.
Passive Optical Network (PON)	A point-to-multipoint (including a point-to-point) Fibre-to-the- Premises Network Architecture in which unpowered optical splitters are used to enable a single optical fibre to serve multiple Premises.
Premises	A house or building, together with its land and outbuildings, which is either an SDU or an MDU, and occupied by a residence or enterprise for which a separate tenancy agreement may be in place.
Providing Party	Oman Broadband.
Published Status	The status of any request (order, ticket etc.) that is communicated to Requesting Licensee via email or Requesting Licensee's systems.
Quality of Service Regulation	A set of Regulations originally defined in TRA Resolution No. 28/16, issued by the Telecommunications Regulatory Authority (TRA) to monitor compliance to the QoS KPIs for fixed services. The new procedure was outlined in TRA communication TRA/QoS/1815/2017, and stipulates that passive infrastructure providers, such as Oman Broadband, also make records available to the TRA in the event of an audit of the QoS KPIs, and report the reasons for any non-compliance.
Quality Of Service Standards	A guiding tool defined by the ITU-T, intended to be used by telecommunication/ICT regulatory agencies in charge of Quality of Service (QoS) parameters and measurements.
Ready for Service	The date at which a network element is ready for use by Requesting Licensee.
<b>Receiving Party</b>	The Party that receives information from Disclosing Party.
Regulated Service	A service that is provided in accordance with the terms and conditions approved by the Telecommunications Regulatory Authority of Oman (TRA), pursuant to a regulatory obligation on Oman Broadband to offer the Service.

Term	Definition
Regulation	All regulations issued by the TRA, and specific reference to the TRA Decision No. 25/2016 which issued the Access and Interconnection Regulation.
Request	Any request made for any Service provided by Oman Broadband under this Agreement.
Request Date	The date on which Oman Broadband receives the request for any Service.
Requesting Licensee	An appropriately licensed public Telecommunications Service Provider that submits a Request to acquire Services under this Agreement.
Reseller	Any person who is a customer receiving Services (or a service incorporating the Service) directly or indirectly from Requesting Licensee for the purposes of resale.
<b>Residential End-User</b>	A customer registered with Requesting Licensee that has applied through Requesting Licensee for a connection to Oman Broadband's Fibre-Optic Infrastructure at a residential Premises.
Service	A service provided by Oman Broadband as described in the Annexes of this Agreement; 'Services' means any service, all services or a combination of services, as the context requires.
Service-Agreement	A formal contract between Requesting Licensee and Oman Broadband that outlines the terms and conditions of the services being provided.
Service-Level Guarantee	The criteria, remedies and procedures relevant to timeframes and other standards for the supply of a Service, as set out in Annex D.
Service Order/Order	An order for specific Fibre-Optic Network Services supplied by Oman Broadband to Requesting Licensee in the form set out in Annex D.
Served Premises	Premises where the fibre-optic network cable connecting the Premises is already in place between the Network Access Point and the Customer Access Point in the actual Premises; and the conduit between boundary wall and Premises is already in place. Premises include Single Dwelling Units and individual tenancies within Multi Dwelling Units.
Shared Co-location Space	A space in a common area where Requesting Licensee's Co- location Equipment is hosted within one or more separate lockable cabinets provided by Oman Broadband.

Term	Definition
Sub-Duct	A smaller conduit that is installed within a larger Duct.
Suspended Party	The Party whose Service has been suspended by Suspending Party post TRA approval.
Suspending Party	The Party that suspends Service provided to Suspended Party post obtaining TRA's approval.
Tag Code	A system that uniquely identifies properties where Oman Broadband's network has been rolled out. Each building within the footprint has been identified with a unique Tag Code, which is used as part of the ordering and fault management systems.
Telecom Act	The Telecommunications Regulatory Act promulgated under Royal Decree No 30/2002.
Telecom Executive Regulations	Executive Regulation of the Telecommunications Regulatory Act issued by Resolution (No. 144/2008), applicable to all licensees in Oman, including the subsequent amendments.
Telecommunications Services	Telecommunications Services shall have the meaning given to that term in the Telecom Act.
Telecommunications Services Provider	The operator of any licensed public Telecommunications Services in the Sultanate of Oman.
Terminating Party	The Party who wishes to terminate this Agreement or any Annex of this Agreement.
Third Party	Any Party other than the Parties to this Access and Interconnection Agreement.
TRA	TRA means the Telecommunications Regulatory Authority of the Sultanate of Oman established pursuant to Royal Decree 30/2002, as circulated (the Telecommunications Regulatory Law) or its successor organisations in the administration of telecommunications regulation in the Sultanate of Oman.
Trouble Ticket	A support ticket raised by Requesting Licensee to report faults/incidents relating to Oman Broadband Services.
Wholesale Regulated Services	Regulated Services provided by Oman Broadband as described in the Annexes of this Agreement to Requesting Licensees.
Zero Chamber	A Chamber which is right outside an Oman Broadband Data Centre.