



Annex F – Billing

FIRST DRAFT

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1 Purpose and Scope

- 1.1 This Annex describes the general billing and settlement procedures in respect of Charges for Services provided under this Agreement, as well as the procedures for settling any disputes relating to Billing (“Billing and Settlement Procedures”).

2 Definitions

2.1 See Definitions in Annex A of the Agreement.

3 Billing And Settlement

- 3.1** Oman Broadband (“the Invoicing Party”) shall issue a monthly Invoice to Requesting Licensee (“the Invoiced Party”) in electronic form and in writing for amounts due in respect of Services supplied as per Annex B.
- 3.2** Some services such as Cross-Connect or Duct Access may be invoiced annually in advance, as mentioned in Annex E.
- 3.3** The Invoicing Party shall generate the Invoice during the first week of the month. The Invoicing Party shall send Invoices by way of email on the date of issue of the Invoice. All Charges payable shall be calculated according to the Charges specified in Annex E.
- 3.4** Invoices shall contain all necessary information to allow the Invoiced Party to verify the accuracy of the amounts charged. Such information shall include the Billing Verification Information.
- 3.5** The Invoiced Party shall pay the undisputed Charges no later than the Due Date. The Invoiced Party shall be liable to pay these Charges on time regardless of whether the Invoiced Party has received payment from End Users.
- 3.6** Where an undisputed amount remains unpaid for more than thirty (30) Calendar Days from the date of Invoice, the Invoicing Party may apply a late payment penalty as per clause 4.
- 3.7** The Invoiced Party can dispute Charges within 30 Calendar days of receipt of a valid Invoice as per clause 6.1.

4 Late Payment Penalty Charge

- 4.1** 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.
- 4.2** 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.
- 4.3** 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.
- 4.4** If the undisputed amount remains unpaid beyond Due Date, the Invoicing Party may apply a late payment penalty.
- 4.5** 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.
- 4.6** 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 Invoice Errors

- 5.1 If the Invoiced Party discovers an error in an Invoice issued by the Invoicing Party, it shall notify the Invoicing Party in accordance with the procedure set out in clause 6.1.
- 5.2 The Invoicing Party shall make the adjustment necessary to correct that error in its submitted Invoice or next Invoice subject to the mutual agreement of the Parties if it is able to verify the error.
- 5.3 If the Invoicing Party has omitted from or miscalculated Charges in an Invoice, then the Invoicing Party shall inform the Invoiced Party as soon as practicable and may include or amend (respectively) those Charges in a later Invoice, as long as the Invoicing Party is able to substantiate these Charges to the Invoiced Party and the inclusion or amendment is made within ninety (90) Calendar Days (or such other period as the Parties may agree) of the issuing date of the original Invoice.
- 5.4 If the Invoiced Party makes an overpayment in error, it shall notify the Invoicing Party accordingly within ninety (90) Calendar Days (or such other period as the Parties may agree) of the date on which the overpayment was made, with sufficient details for the Invoicing Party to be able to identify the overpayment. The Invoicing Party will investigate and if the Invoiced Party's claim is found to be legitimate, the Invoicing Party shall return or credit the amount overpaid to the Invoiced Party in the Invoicing Party's next Invoice to the Invoiced Party following such investigation in accordance with the Invoicing Party's billing cycle.
- 5.5 Notwithstanding any other provision in this Annex, interest shall not accrue or become payable in respect of sums added to an Invoice in error. Any overpayment by the Invoiced Party with respect to any amount, item, entry or matter stated in the Invoice shall be credited by the Invoicing Party, without interest, to the Invoiced Party after the Invoicing Party has completed its investigations and is satisfied as to the error or inaccuracy of that amount, item, entry or matter. For the avoidance of doubt, the Invoiced Party is not liable for any interest for any sums that it underpaid owing to any omission or error by the Invoicing Party.
- 5.6 The Parties acknowledge that Invoices cannot be warranted as being free from errors. However, the Invoicing Party shall reasonably endeavour to ensure the accuracy of issued Invoices.

6 Procedures For Billing Dispute Notification

- 6.1** If the Invoiced Party wishes to dispute in good faith an Invoice prepared by the Invoicing Party (“Billing Dispute”), the Invoiced Party must notify the Invoicing Party in writing (“Billing Dispute Notice”) no later than 30 Calendar days of receipt of a valid invoice (“Billing Dispute Notification Period”) requesting further information or all of the Billing Information. Such notices must be sent to the Invoicing Party’s Billing Representatives nominated in Annex G by email. Without prejudice to clause 4.1 of this Annex, the Invoiced Party shall be deemed to have accepted any Invoice from the Invoicing Party if no dispute is raised within the Billing Dispute Notification Period.
- 6.2** Within seven (7) Business Days of receipt of the Billing Dispute Notice, the Invoicing Party shall furnish the Invoiced Party with such Billing Information and other reasonable information as may be required by the Invoiced Party to verify the amount as being accurate and payable in the relevant Invoice.
- 6.3** A Billing Dispute may arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from certain circumstances, but is not limited to the following:
- (i) the Invoicing Party’s Billing System is, or has been, defective or inaccurate in respect of the recording of the Services acquired by the Invoiced Party which are the subject of the dispute;
 - (ii) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party;
 - (iii) there is, or has been, a Fraud perpetrated by the Invoicing Party;
 - (iv) the Invoicing Party has made some other error in respect of the recording or the calculation of the Charges which are the subject of the dispute; or
 - (v) an Invoice has been issued in breach of the terms of this Agreement.
- 6.4** A Billing Dispute Notice given by the Invoiced Party under this clause must specify:
- (i) the reasons for which the Invoiced Party disputes the Invoice;
 - (ii) the amount in dispute; and
 - (iii) Billing Information.
- 6.5** At all times, the Parties shall act in good faith with respect to any Billing Dispute Notice or Billing Dispute.

7 Procedures For Billing Dispute Resolution

- 7.1 Neither party shall raise a billing dispute for any charges within an individual Invoice if the disputed amount has a value less than one half of one percent (0.5%) of the overall value of the individual Invoice.
- 7.2 The Invoiced Party agrees to pay the undisputed portion of any Invoice by its Due Date.
- 7.3 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Where the dispute is resolved against the Invoicing Party, the Invoicing Party is not required to pay interest on any amount refunded.
- 7.4 If the Parties are unable to resolve any Billing Dispute within thirty (30) Calendar Days (or such other period as the Parties may agree) from the date on which the Billing Dispute Notice is received by the Invoicing Party (“Negotiation Period”), either Party may seek the consent of the other Party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Party is, however, under no obligation to agree to such extension.
- 7.5 Where the Parties failed to resolve the dispute within the Negotiation Period or any extension period granted under clause 7.4, either Party may escalate the dispute to Senior Management by informing the other Party according to the procedure described in clause 7.6 (“Billing Dispute Escalation Procedure”).
- 7.6 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this clause 7 by notifying the Invoicing Party’s Billing Representative. Each of the Parties shall then appoint a Senior Management member who has the authority to settle the Billing Dispute, and who shall have direct responsibility to settle the dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honoured. The Billing Dispute Escalation Procedure should not take more than thirty (30) Calendar Days unless an extension is agreed by both Parties in writing.
- 7.7 If the issue remains unresolved at the end of the Billing Dispute Escalation Procedure, then either Party may notify the other Party that it wishes to refer the issue to be determined as in clause 20 of the Main Body of the Agreement.

8 Unreasonable Use Of Billing Dispute Procedure

- 8.1** If the Invoicing Party considers, acting reasonably, that the Invoiced Party has raised, or is raising, Billing Disputes in bad faith, then the Invoicing Party will consult with the Invoiced Party regarding the Invoicing Party's concerns with a view to resolving those concerns.
- 8.2** Subject to the Invoicing Party having complied with clause 8.1 above, if:
- (i) the Invoiced Party disputes four (4) or more monthly Invoices as provided for in clause 6.1 in any rolling twelve-(12)-month period; and
 - (ii) in seventy-five percent (75%) or more of those Billing Disputes, the resolution shows that there was no error in the Charges or in the calculation of the amount of an Invoice which was the subject of the Billing Dispute, the Invoicing Party may suspend the Invoiced Party's rights under clause 7.1 to withhold payment of disputed amounts for a period of four (4) months.
- 8.3** If the Invoicing Party exercises its rights under clause 8.2, the Invoiced Party may continue to raise Billing Disputes under clause 6.

9 Billing Representatives

- 9.1** Enquiries relating to Billing, collecting and settlement arrangements may be directed to either of the nominated Billing Representatives found in Annex G.
- 9.2** Either Party may at any time nominate another Billing Representative, provided that fourteen (14) Calendar Days prior notification of such appointment is provided to the other Party.