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#### RULES AND CONDITIONS OF CLASS II LICENSE FOR THE PROVISION OF ADDITIONAL PUBLIC TELECOMMUNICATION SERVICES

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#### PART I – DEFINITIONS AND GENERAL PROVISIONS

## ARTICLE (1) DEFINITIONS.

- 1.1 Any word, phrase or expression used in this decision shall have the same meaning as it has in the Telecommunications Regulatory Act issued by the Royal Decree No. 30/2002, unless the context requires otherwise,
- 1.2 In this decision, the following terms shall have the meanings shown against each of them unless the context requires another meaning:
  - 1- **Telecommunications Regulatory Act"** means Royal Decree No. 30/2002, and its amendments.
  - 2 The license: the Class II license granted for the licensee under paragraph 2 of Article 21 of the Telecommunications Regulatory Act to provide Additional Public Telecommunications Services.
  - 3 "Service Provider or Licensee" means any natural or juristic person licensed under Paragraph 2 of Article 21 of the Telecommunications Regulatory Act to provide Additional Public Telecommunications Services.
  - 4 "Licensed Service" The Telecommunications Services identified in the License and its annexes.
  - 5 "Licensed Area" The Licensed Area shall be the whole of the Sultanate of Oman, other than areas subject to an existing exclusive concession on the Effective Date unless authorized by the concession holders.
  - 6 "Effective Date" means the date when the Ministerial Decision issuing the License comes into force.
  - <sup>7</sup> "Licensee Gross Revenues" means all revenues received by the Licensee within one year resulting from selling or leasing Licensed Services including all revenues from the supply of any Licensed Services, after deduction of access cost payable to Licensed Operators.
  - 8 "Licensed Operator" means any natural or juristic person licensed under Paragraph 1 of Article 21 of the Telecommunications Regulatory Act to provide Basic Public Telecommunications Services.
  - 9 "Terminal Equipment" means any appliance, apparatus, or accessory located on any Customer's premises and connected to the Public Telecommunications System to enable reception and/or transmission of Telecommunications Services.
  - 10 "Control" means direct or indirect power to direct or cause the direction of the management of a natural or juristic person, whether through ownership of shares, voting, securities, partnership or other ownership interest, from whatever source.



- 11 **International Telecommunications Services'** means the provision of Telecommunications Services between Sultanate of Oman and other countries.
- 12 "Cellular Mobile Services" means a Telecommunications Service permitting the emission, transmission or reception of radio electronic impulses within the designated bandwidth by Radiocommunications via a cellular Telecommunications System to subscribers capable of moving including a Telecommunications Service involving the transmission of two-way real-time speech or a facsimile transmission but excludes Third Generation Mobile Services.
- 13 "Global Mobile Personal Communications Services" means a Telecommunications Service permitting the emission, transmission or reception of radio electronic impulses within the designated bandwidth by Radiocommunications via satellite Telecommunications System to moving subscribers.
- 14 "Public Data Service" means a Telecommunications Service permitting the transmission or reception of information in electronic form, to or between members of the public, by means of a Telecommunications System and shall not include Basic Voice Services.
- 15 **"Basic Voice Service"** means a Telecommunications Service involving the transmission of two-way real-time speech or a facsimile transmission, and shall be deemed to include the provision of voice telephony services over the Internet and international call-back services, but to exclude Telecommunications Services provided via cellular mobile and other means to subscribers capable of moving.
- 16 "Voice Over Internet Protocol (VoIP)" means a Telecommunications Service that allows transmission of two-way real-time basic voice service using internet protocol.
- 17 **"Information"** within special context of teleprocessing, information means any transmission of signals via communications channels
- 18 "Information Service" means a service providing a capability for generating, acquiring, storing, transforming, processing, retrieving, utilising or making available any information via a Telecommunications System, including Internet access and other related content services.
- 19 "Resale Services" means Telecommunications Services purchased from the Licensed Operator by a Service Provider and made available to a Customer, together with such additional services as the Service Provider may provide.
- 20 **Prepaid Calling Card Service**" refers to any call service irrespective of medium where the payment is made in advance and the actual usage costs are deducted from prepaid amount at the end of respective call. This includes rechargeable cards.
- 21 "**Force Majeure**" means any action outside of the control of the Licensee that can not be anticipated or avoided.



#### ARTICLE (2) SCOPE:

- 2.1 the provision of the services, identified in the License and its annexes, in the Licensed area subject to the terms and conditions contained in the Act, this decision and the other decisions and guidelines.
- 2.2 The Licensee shall not provide unlicensed services, and in particular the following services:
  - 1) The operation of any Basic Public Telecommunications System.
  - 2) The provision of Public Data Services.
  - 3) The provision of Basic Voice Services or International Telecommunications Services.
  - 4) The provision of Satellite Telecommunications Services.
  - 5) The provision of Cellular Mobile Services,
  - 6) Global Mobile Personal Communications services.

## ARTICLE (3) GENERAL GUIDELINES:

- 1) Any agreement or arrangement between the Licensee and any Public Telecommunications Operator shall be subject to the approval of the Authority.
- 2) The Licensee shall not engage in any agreement or arrangement with any international telecommunications operators in another country to supply International Telecommunication Services between their country and the Sultanate.
- 3) The Licensee will report particulars of services provided or withdrawn and any other related information as and when requested by the Authority.

# ARTICLE (4) ROYALTY AND LICENCE FEES:

- 1. The Licensee shall pay to the government of the Sultanate of Oman a Royalty of (10%) or (12%) of the Licensee Gross Revenues each year during the License Term According to the following:
  - A) By imposing a Royalty of (10%) on providers of Additional Public Telecommunications Services through Class One Basic Public Fixed Telecommunications Networks.
  - B) By imposing a Royalty of (12%) on providers of Additional Public Telecommunications Services through Class one Basic Public Mobile Telecommunications Networks.

The Royalty is calculated on the basis of revenues received through 31 December of the relevant year and paid before 30 January of the following year. The Royalty shall be proportionately calculated with respect to the first year of this license.



- 2. The Licensee shall pay to the Authority the following fees:
  - A) An Initial Licence Fee of Two Thousand Five Hundred [RO 2500] payable at the time of issue of the Ministerial Decision to issue the Licence. Failure to pay the fees promptly will deem the licence revoked without any need to take further procedures.
  - B) The applicable Annual Licence Fee shall be paid to the Authority in cases where the licensee's gross annual turnover exceeds 1 million Omani Riyals commencing from the Effective Date. The fee shall be a percentage of this gross turnover and no higher than necessary to meet the Authority's expected costs and expenses for each financial year according to its projected budget for the coming year less the amounts imposed by the Authority on other licensees, pursuant to the provisions of the Article (11-6-a) of the Act. The licensee shall be notified of its share before the end of October each year and the Annual Fee shall be paid annually in advance no later than 1st January of each year thereafter. In case of delay, the licensee shall incur a proportion for each day of delay equal to the annual interest on loans of commercial banks published from time to time by the Central Bank of Oman.
  - C) A Renewal fee determined by the Authority at the time of renewal in accordance with Article (11-6-c) of the Telecommunications Regulatory Act, such that it shall not exceed the Class Two Initial License Fee at that time.

# ARTICLE (5) DURATION AND RENEWAL:

This Licence is granted for five years from the effective date and its renewal will be in accordance with article (23) of the Act.

# ARTICLE (6) MODIFICATION:

The Licence can only be modified according to Article (24) of the Act. However, the licensee shall be given a written notice of 90 days prior to the amendment if the amendment was made pursuant to the exigencies of public interest

# ARTICLE (7) TERMINATION:

The Licence shall not be terminated unless in accordance with Article (24) of the Act.

# ARTICLE (8) EXPIRATION:

- 1) The Licence terminates upon expiry of the Licence Term unless it is renewed.
- 2) The Licence also terminates if the Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors or due to any other similar reason.



## ARTICLE (9)

### **COMPLIANCE:**

The licensee shall, in addition to complying with the Articles and Conditions identified in this decision, comply with the provisions of the Telecommunications Regulatory Act and Regulations, and all relevant decisions, orders and guidelines of the Authority.

ARTICLE (10)

#### **NOTICES:**

All notices required to be given to the licensee by the Authority shall be satisfied by serving the document by registered post or by hand on the licensee at the licensee's registered office and their receipt shall be acknowledged.



#### PART II - CONDITIONS

### (1) PUBLIC EMERGENCIES AND NATIONAL SECURITY:

- 1.1 The Licensee shall undertake to provide at its own expense all the technical capabilities, including equipment, systems and programs in its Telecommunications network that allow access to its network by the security authorities to meet national security requirements. The provision of service shall coincide with the provision of the required technical capabilities subject to the technological advancement in accordance with all the decisions issued by the Regulatory Authority within the limits of the provisions of the applicable laws.
- 1.2 In the event of a situation of a natural catastrophe or exceptional public emergencies, the Minister may call the entire Telecommunications services and networks of the Licensee and all its employees in charge of the operation and the maintenance of such services and networks in order to overcome the emergency. The licensee shall submit to the Regulatory Authority its Emergency Plan that the licensee will follow within (6) months of the Effective Date, and shall update the Emergency Plan upon request from the Regulatory Authority,
- 1.3 In the event that the emergency or crisis is related to aspects of national security, the Licensee shall co-ordinate with the competent entity indicated by the Authority and shall implement the Emergency Plan and otherwise act in accordance with the instructions of the Requlatory Authority.

### (2) CUSTOMER OBLIGATIONS:

- 2.1 The Licensee shall comply with all the regulations, decisions, orders and guidelines issued by the Authority in relation to the provision of the licensed services to the customers and shall establish an efficient customer service system to assist the customers with queries relating to the Licensed Services. The Licensee shall make Hot Lines available to its customers to respond to such queries within a period not exceeding two (2) working days. Interactive Voice Response Unit may however be used during off-working hours.
- 2.2 The Licensee shall provide equal opportunity for access to the same type and quality of Licensed Services in the Licensed Area at substantially the same tariff to all customers in the same class, limiting variations to available or appropriate technologies required to serve specific categories of customers.
- 2.3 The Licensee shall provide at least three (3) months and two (2) months written notice to the Regulatory Authority and the customers respectively before termination of an existing Licensed Service or change to a Licensed Service which would render any Customer equipment obsolete, or otherwise render a Licensed Service inaccessible by Customers. As part of its written notification the Licensee shall identify appropriate service transition and customer migration arrangements.



- 2.4 The Licensee shall submit to the Regulatory Authority for its approval a form of standard customer agreement containing the terms and conditions for the provision of Licensed Services to Customers, at least thirty (30) days before the commencement of the service.
- 2.5 The Standard Customer Agreement form shall become effective if the Regulatory Authority did not object to it within thirty (30) days of its receipt or of a later date specified for its execution. If the Regulatory Authority has objected to the Standard Customer Agreement form during such period, the Regulatory Authority shall notify the Licensee in writing of the reasons for this objection and the Licensee shall accordingly modify the Customer Agreement form and present it to the Regulatory Authority within fifteen (15) days of its receipt of such objection. This shall be applicable to the modified Standard Customer agreement form.
- 2.6 The Licensee may from time to time modify the Standard Customer Agreement. The Authority's approval of the proposed modification shall be sought at least thirty (30) days before the date proposed for its implementation. This shall be subject to the provisions of Condition 2.5.
- 2.7 The Licensee shall notify all Customers of the terms and conditions of the standard customer agreement and any modifications thereto before the commencement of the service, and shall thereafter provide Licensed Services based upon the standard customer agreement.
- 2.8 The Licensee shall, before the commencement of the service, prepare a regulation containing efficient procedures for the resolution of disputes with Customers in respect of the provision of the Licensed Services. The Regulatory Authority shall determine the method to be followed for the publication of this regulation or its perusal and the Licensee shall resolve disputes immediately and in accordance with this regulation and any decisions, orders or guidelines published by the Regulatory Authority.
- 2.9 The licensee shall refund the amounts due to customers or others during the term specified by the Regulatory Authority in the event of cancellation, non-renewal of the License or cessation of the provision of any Licensed Service.

#### (3) QUALITY OF SERVICE REQUIREMENTS:

- 3.1 The Licensee shall meet the quality of service requirements identified in its relevant annex and shall be liable to pay such penalties as are identified in Article (21) of this decision for failure to meet the Quality of Service Requirements.
- 3.2 Subject to Condition (15) the Licensee shall, before the commencement of the service, ensure that it maintains information records in a form to be agreed with the Regulatory Authority for the purposes of satisfying the Regulatory Authority that the Licensee is meeting the Quality of Service Requirements. The Licensee shall also comply with any special information disclosure or reporting requirements requested by the Authority in relation to Quality of Service Requirements.

#### (4) INTERRUPTIONS TO THE LICENSED SERVICES:

4.1 The Licensee shall not intentionally interrupt the operation of the Licensed Systems (or any part thereof) in the normal course of business, nor may it in the normal course of business



suspend the provision of any type of Licensed Service without having first obtained the Authority's written approval and having provided reasonable advance notice to persons affected by such interruption or suspension.

#### 4.2 Condition 4.1 shall not apply if:

- 1) The interruption or suspension is due to an emergency, such as an event of Force Majeure; or
- 2) The interruption or suspension is to a Licensed Service supplied by the Licensee to a person whose Telecommunications System is endangering the integrity of the Licensed Systems.

#### (5) TARIFFS AND CHARGES:

- 5.1 The Licensee shall file, in a form to be agreed with the Regulatory Authority, the charges and the terms and conditions upon which it proposes to offer the Licensed Services at least thirty (30) days prior to the date on which it is proposing they are to come into effect. The Licensee shall not impose any tariff upon customers unless it was approved by the Authority.
- 5.2 The Regulatory Authority must review, approve or disapprove the charges, within fifteen (15) working days from the date on which they were filed with the Regulatory Authority. If the Regulatory Authority did not object to the proposed charges within the specified period, the charges shall be valid with effect from the day following that period.
- 5.3 In the event the Regulatory Authority disapproves the charges, it shall notify the Licensee of its disapproval and state its objections within fifteen (15) working days. Within fifteen (15) working days of receipt of the Regulatory Authority's notice of disapproval, the Licensee may submit revised charges for approval by the Regulatory Authority.
- 5.4 The Licensee shall comply with all the Regulations, and all relevant decisions, orders and guidelines issued by the Authority in relation to the charges and the relevant practices.

#### (6) ACCESS AND RESALE:

- 6-1 The Licensee may request access to the facilities and services of any Service Operator in accordance with that operator's Licence and any applicable decisions, regulations, orders or guidelines published by the Authority, to enable the Licensee to provide Resale Services on the basis of reasonable conditions including conditions of charges.
- 6-2 Without violating the provisions of condition (6-1) if the Licensed Operator was late for a period of three (3) months from the date of submission of a reasonable request by the Licensee in accordance with Condition (6.1), or rejects or fails to respond to such request, the Licensee may request the Authority's intervention with the Licensed Operator to honour its request.
- 6-3 The Licensee shall permit the connection of its services or equipment based on a reasonable request by other Licensed Operators or Service Providers in accordance with the appropriate technical standards and the regulations, decisions, orders and guidelines issued by the Regulatory Authority.



#### (7) INTEROPERABILTY AND TECHNICAL STANDARDS:

- 7.1 The Licensee shall ensure that the equipment and the systems used cause no damage or interference with the running of the other Telecommunications Services.
- 7.2 The Licensee shall comply with any Regulations, technical specifications and rules issued by the Regulatory Authority as are applicable and appropriate in order to ensure interoperability of the Licensed Services and Licensed Systems with Telecommunications Services and Telecommunications Systems provided by other Licensed Operators to the extent technically and economically feasible.
- 7.3 The Licensee shall ensure that all the equipment comprised in and connected to the Licensed Systems and used in the provision of the Licensed Services is type-approved in accordance with Articles 8(6), 51(6) or 51(8) of the Telecommunications Regulatory Act or applicable Regulations, or otherwise complies with technical specifications identified or approved by the Regulatory Authority.
- 7.4 The Licensee shall obtain the approval of the Authority in the event of making any substantial change to the equipments or facilities or the programmes of providing the Licensed Service.

#### (8) BILLING

- 8.1 The Licensee shall not render any bill in respect of any Licensed Service unless every amount stated as due in the bill represents the real value of the service provided.
- 8.2 The Licensee shall, before the commencement of the service, establish a procedure to ensure the accuracy of its billing system in accordance with Condition 8.1 above which must be submitted for prior approval to the Regulatory Authority before its application.
- 8.3 All fees and other payments in connection with an account shall be in Omani Rials (OMR).
- 8.4 The Licensee shall keep such records as may be determined by the Regulatory Authority to be necessary for the purpose of satisfying the Regulatory Authority that the billing process has the characteristics required in the procedure set out in Condition 8.2, and shall retain billing records for at least two (2) years from the date on which they came into being. The Licensee shall furnish the Regulatory Authority with any information it reasonably requires in order to ensure that the billing process meets the requirements of billing and shall allow any person authorised by the Regulatory Authority access to any relevant premises of the Licensee to examine or test the whole or any part of the billing process.
- 8.5 The Licensee shall provide itemized billing information to any Customer upon request in respect of the charges for any Telecommunications Services provided to such Customer, and any tariff charged for itemized billing shall be free of charge or at a reasonable tariff as approved by the Regulatory Authority.



#### (9) NUMBERING:

The Licensee shall comply with the Numbering Plan and all related decisions, orders or guidelines published by the Regulatory Authority.

### (10) EMPLOYMENT OBLIGATION:

- 10.1 The Licensee shall take all reasonable steps to train Omani nationals to man positions at all levels in the Licensee's administrative and technical organisation structure and to achieve the percentage of Omanisation up to the total number for each phase as set out in the license and its annexes. In the event of the licensee's non-compliance with such percentages, the penalty estimated by the Regulatory Authority, that is not less than the penalty determined by the competent authority, shall be imposed.
- 10.2 The Licensee may recruit foreign experts for the installation, operation, maintenance and exploitation of the Telecommunications Systems and provision of Licensed Services in accordance with the relative rules, regulations and decisions provided that the Authority is furnished with the resume of each one of them for approval prior to recruitment. The Licensee shall reduce the number of such experts according to a timetable agreed upon with the Authority.

#### (11) PRIVACY AND CONFIDENTIALITY:

- 11.1 The Licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any person to whom it provides the Licensed Services by establishing and implementing reasonable procedures for maintaining confidentiality of such information subject to any requirement under law.
- 11.2 The Licensee shall not use or allow to be used any apparatus comprised in the Licensed Systems which is capable of recording, silently monitoring, or intruding into live speech telephone calls or data transmitted over the network unless it is agreed by the Customer or in accordance with the Law and the stipulated procedures.

### (12) PROHIBITION OF UNFAIR CROSS-SUBSIDIES:

The Licensee shall not unfairly cross-subsidise or unfairly subsidise its Businesses in relation to the services it provides. The Licensee shall maintain such records as are necessary in order to evidence material transfers between the different Licensed Services provided.

### (13) UNDUE DISCRIMINATION & ANTI-COMPETITIVE PRACTICES:

13.1 The Licensee shall not (whether in respect of the rates or other terms and conditions applied or otherwise) show undue preference to, or exercise undue discrimination against, particular persons or persons of any class in relation to the provision of the Licensed Services. The Licensee may be deemed to have shown such undue discrimination if it unfairly favours to a



material extent a business carried on by it in relation to the provision of the Licensed Services so as to place at a significant competitive disadvantage persons competing with that business.

- 13.2 The Licensee shall not engage in any anti-competitive practices and, in particular, shall not:
  - 1. abuse any dominant position in any telecommunications service market;
  - 2. enter into agreements with any other service provider or any Licensed Operator which have as their purpose or effect the fixing of prices, allocation of customers or specific service markets or other improper restraint on competition; or
  - 3. use information provided by any other Licensed Operator or service providers for anti-competitive purposes.

Any question relating to whether any act done or course of conduct is contrary to this Condition shall be determined by the Regulatory Authority and the measures deemed necessary to remedy this situation shall be taken by it.

#### (14) ACCOUNTING AND AUDITING:

The Licensee shall maintain financial records and books of accounts in accordance with the laws and the accounting principles of Oman. The Licensee shall submit to the Authority within three (3) months of the closing of the year audited financial statements and summary of accounts that show the following information about the Licensed Services:

- 1. Gross revenue:
- 2. Description and amount of each cost element and item;
- 3. Gross profit, operating profit, profit before and after tax, carried forward profit or loss;
- 4. Description of an amount of fees paid and payable to the Authority;
- 5. Access charges and income of co-location agreements.

## (15) PROVISION OF INFORMATION:

- 15.1 The Licensee is required to maintain and provide such information in such manner and at such times as the Authority may request. The Authority shall have the right to request the Licensee to submit periodic reports, statistics and other data and additional information as required with a view to supervise and enforce effectively the terms of this Licence.
- 15.2 The Licensee shall provide the Regulatory Authority's employees, who are empowered with judicial authority, with access, during normal business hours, to all equipment, facilities, books and records of the Licensee relevant to the performance of the Licence.



#### (16) SPECIFIC CONDITIONS FOR CONTENT

- 16.1 The Licensee shall obtain the necessary approvals from the concerned authorities with respect to the material transmitted through the service and shall be solely responsible for the content and accuracy of its service, and shall ensure that the information provided do not impair the accepted moral standards and social values in the Sultanate.
- 16.2 The Licensee shall not provide the service in a way that may create problems or bring contempt to the country or its people or tends to undermine integrity or solidarity of the State or violate any provisions of the constitution of Sultanate of Oman or any of the applicable laws.
- 16.3 The Licensee shall ensure that the programs available through the service must not mislead any person with respect to the content or cost of the service being offered and shall not induce an unacceptable sense of fear or anxiety in the general public and all its advertisements shall not be in violation of the applicable Laws in the Sultanate.
- 16.4 The Licensee shall ensure that the information available on the service is updated at regular intervals of time when required and should state at the beginning of the program that the following information is correct at the time in which it is provided.
- 16.5 The Licensee shall inform the users that they are not allowed to reproduce, re-distribute, retransmit, publish, translate, transfer, or exploit, any information or other material that are subject to the owner's copyright. Any subscriber can however, retrieve public domain information content through the service for his personal use or non-commercial redistribution.

#### (17) CODE OF PRACTICE OF LICENSED SERVICE:

The Licensee shall comply with the provisions of the rules of conduct for using the licensed service and the other relevant regulations.

### (18) PRE – NOTIFICATION OF CHANGE IN SHAREHOLDING:

- 18.1 The Licensee shall obtain prior written approval from the Authority for any change in the acquisition of shares by any person in the share capital invested only if by reason of that change, the voting rights or the total number of shares in that Relevant Company held by that person together with any shares known by the Licensee to be held by any nominee or trustee for that person immediately after the change or acquisition exceed (10%).
- 18.2 The Licensed Operator may not own more than 5% of the Licensee's shares without a prior written approval from the Regulatory Authority, and may not have voting rights or executive powers.

### (19) TRANSFERS OF RIGHTS OR OBLIGATIONS

19.1 The Licensee may not assign or otherwise transfer the Licence to another person without the prior written approval of the Regulatory Authority.



19.2 Any entity that becomes a duly authorised successor or assign to the Licensee through affiliation, assignment, transfer of control, merger, liquidation, reorganisation or otherwise, shall, as a condition to such succession or assignment, be required to execute such documents as the Regulatory Authority deems appropriate.

#### (20) DISPUTES

The Authority may consider the disputes that arise between the Licensee and the Licensed Operators, the other Telecommunications Service providers or Customers and resolve them by justified decisions in accordance with the Telecommunications Regulatory Act and the applicable laws. The decisions of the Authority shall be binding to all parties whereas the Authority may, with the agreement of the parties to the dispute, refer the dispute to arbitration.

#### (21) PENALTIES

- 21.1 In addition to any specific penalties or consequences set out in this decision or under the Telecommunications Regulatory Act or the applicable laws or Regulations, if the Licensee fails to remedy any damage resulting from non-compliance with any requirement of this License, the Regulatory Authority may impose a penalty not exceeding double the costs necessary to remedying the default
- 21.2 The Authority shall deliver written notice identifying the specific default to be remedied by the Licensee. The Licensee shall have fifteen (15) days to propose a specific plan for remedying the identified default within an identified time period. The Authority may approve the plan and notify the Licensee to implement it.
- 21.3 If the Authority did not approve the plan, the Licensee shall have another period not less than fifteen (15) days to modify the plan in accordance with the Authority's directions. If the licensee fails to implement the plan within the time limit, the Authority shall impose the penalty stipulated in Condition (21-1).