

## **Annex (A)**

### **Licensed Services**

The Licensee is authorised to provide the following services in accordance with the conditions of this License and its annexes:

#### **First: Internet Access Service**

These services are Telecommunications Services using the TCP/IP Internet protocol permitting Customers to access the Internet using computers or other terminal devices connected to the Licensee's equipment or facilities by means of the Public Telecommunications System.

#### **Second: Content Services**

The Licensee is also permitted to provide access to content and information services hosted on or made available through the Licensee's equipment or facilities.

#### **Third: In addition to the conditions of this License and its annexes, the Licensee shall comply with the following:**

##### **1- Establishment of Service Nodes:**

The Licensee is required to establish a service node in Oman and make available information on traffic routing, Customer database, call traffic statistics and/or other records maintained by the service node for inspection on request.

##### **2. Service Capability:**

- 2.1 The Licensee shall make reasonable efforts to maintain sufficient capacity and facilities to ensure that the number of attempted connections to its equipment or facilities does not significantly exceed the number of lines provisioned for this purpose, and to prevent congestion to other users of the Public Telecommunications System.
- 2.2 The Licensee shall not, except in accordance with prior arrangements with affected Licensed Operators, organise any event which will generate a significant increase in attempted connections to the Licensee's equipment or facilities.

##### **3. Customer Use of the Services**

- 3.1 The Licensee shall ensure that the Internet access services or related content or information services provided through it are not used for any unlawful purpose and comply with all applicable laws, regulations and industry codes of practice in accordance with condition (17). The Licensee shall notify the Regulatory Authority and any other relevant authorities of any illegal or harmful content published, posted, uploaded or distributed by any Customer using the Internet access services.
- 3.2 The Licensee shall be solely responsible for the content and information services it provides, and shall obtain all necessary approvals from relevant authorities in the Sultanate of Oman. The Licensee shall remove or disable access to any content or information on notice from any relevant authority in the Sultanate of Oman.

- 3.3 The Licensee shall indemnify and keep indemnified at all times the Regulatory Authority, any other public authority and any Licensed Operators against all claims for libel, slander, infringement of intellectual property rights or any other liability whatsoever arising from or in connection with the information transmitted or received by or through the Internet access services or related content or information services.
- 3.4 The Licensee shall inform the Authority of the procedures intended to be taken by the Licensee to control unsolicited mail and shall inform its Customers, from time to time, about how they can take adequate precautions to protect themselves from computer misuse or illegal or harmful content (including viruses and similar dangers) associated with access to the Internet.

#### **4. Acceptable Use Policy**

The Licensee shall publish an acceptable use policy which shall, at a minimum, include the following:

- 4.1 Information about the legal obligations and liabilities of its Customers in making use of the Internet access services;
- 4.2 Illustrations of prohibited practices (including the publication of illegal or harmful content);
- 4.3 A description of the compliance measures required to be taken by the Licensee in connection with illegal or harmful content - to ensure compliance with the requirements of Condition (17) of this License, and putting Customers on notice that misuse of the Internet access services may result in service termination and other liabilities.

#### **5. Domain Names**

The Licensee shall comply with all applicable domain name processes, including dispute resolution processes, in accordance with good industry practice and relevant codes of conduct.

#### **6. Other Obligations**

- 6.1 The Licensee shall be a member or an affiliate in Internet Content Rating Association (ICRA).
- 6.2 Selection of the most suitable technical method to monitor and filter the content to ensure compliance with the specific requirements of the content of Licensed Service in accordance with Condition (17) of this License.
- 6.3 Commitment not to provide Basic Voice Service over IP (VoIP).
- 6.4 Compliance with Code of Conduct for Internet usage and other relevant regulations.

**Annex (B)**

**Quality of Service Requirements for Internet Services including  
Dial up and Leased Lines**

<b>Key Performance Indictors</b>	<b>Target Value</b>
Service activation time (subject to technical feasibility) <ul style="list-style-type: none"><li>▪ Dial up.</li><li>▪ Leased lines</li></ul>	<ul style="list-style-type: none"><li>▪ Less then one working day.</li><li>▪ Less then 7 working day.</li></ul>
Service Accessibility <ul style="list-style-type: none"><li>a) Time to access for more than 95% of the login attempts.</li><li>b) Probability of accessing the ISP node in<ul style="list-style-type: none"><li>▪ First Attempt.</li><li>▪ Second Attempt.</li><li>▪ Third Attempt.</li></ul></li></ul>	30 seconds <ul style="list-style-type: none"><li>▪ 80%</li><li>▪ 90%</li><li>▪ 99%</li></ul>
ISP node unavailability in a month not to exceed	30 minutes
Packet loss	Not to exceed 1%
Availability	Not less than 99%
Billing Performance <ul style="list-style-type: none"><li>▪ Billing complaints per 100 bills issued</li><li>▪ Percentage of billing complaints resolved within 20 working days.</li><li>▪ Time taken for refund of deposits after closure if applicable</li></ul>	<ul style="list-style-type: none"><li>▪ Less than 1%</li><li>▪ More than 96%</li><li>▪ 100% working 30 days.</li></ul>

## Annex (C)

### Requirements for Provision of Prepaid

#### **First: Prepaid Card Provision Requirements:**

The Licensee shall adhere to the following:

- 1) A notification at the beginning of the use of each prepaid card indicating the card value and the remaining duration after the Customer dials the number.
- 2) A notification indicating the call cost and duration after the service is activated by the Customer.
- 3) For rechargeable services, the prepaid cards may be recharged with a value that is different from the original value of the prepaid card or the last approved value, provided that the customers are notified of this facility through interactive voice response ("IVR") announcements upon their recharging of the card.
- 4) Customers must be alerted on the expiry of the card at least one minute before the termination of the call.
- 5) All Prepaid Cards that serve as samples or specimens, or are voided must be clearly marked indicating its purpose/status.

#### **Second: Sale of Prepaid Cards:**

Licensees should ensure that the following minimal information is either printed on the Prepaid Card or on any document accompanying such cards:

- 1) Denomination of the card
- 2) Licensee's name.
- 3) Licensee's hotline number.
- 4) Licensee's access number used for its Prepaid Card Service.
- 5) The authorization PIN code for accessing the Prepaid Card Service.
- 6) The expiry date of the Prepaid Card, if applicable.

#### **Third: Customer Prepayments and Bank Guarantee:**

- 1) The Licensee shall procure a bank guarantee in favour of the Authority for an amount of OR \_\_\_\_\_ if the Licensee intends to collect money deposits or issue pre-paid cards for the collection of payment from Customers, before the collection of any deposit in cash or issuing prepaid cards. It shall be issued by a Bank accredited in Oman, and incorporating the terms and conditions determined or accepted by the Authority.
- 2) The Authority may request additional bank guarantee or amendment to the bank guarantee provided when deemed necessary to ensure that the provided Bank Guarantee meets the operator's Customer obligations for Prepaid Cards.
- 3) Refund all the deposits or amounts cashed for the pre-paid cards in advance to the customers in accordance with Condition (2-9) or the Authority may encash the Bank Guarantee and apply condition (2-9).
- 4) When a Licensee intends to terminate its pre-paid service, it should notify the customers at least two months prior to the termination of such services via notices in major media and notify the Authority with a copy of the Declaration published. The notices on the refund policy shall include the time period of refund, the place of refund and the relevant contact numbers. The time period for refund shall not be less than 30 working days.

**Fourth: Compensation Requirements for Pre-Paid Services:**

The Licensee shall reimburse any outstanding balances upon the termination of the prepaid calling card service while considering the difference between the prepaid rates if such rates were higher than the applicable published rates. The Licensee shall keep proper documentation of refunds made unless the validity of the cards had not expired prior to the date of termination of service.