

# Etihad Etisalat Company (“MOBILY”)

## Reference Offer

Version number	1.6
Version date	Jan 27 , 2022
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# 1. Framework Agreement

## 1.1 Preamble

- 1.1.1 Mobily has been designated Dominant in the markets of wholesale mobile termination services & Wholesale fixed call termination services under the “Market Definition, Designation and Dominance Report” of CITC issued in December 30, 2020. However, the report mandates Mobily to publish a reference offer for wholesale mobile termination services, only. The “Interconnection Regulations” issued under the decision 462 of the Commission on March 18, 2021, require dominant operators to publish Reference Interconnection Offers within 60 days of being directed by the Commission. In accordance with CITC’s directions received on April 5, 2021, this RO has been prepared to comply with the specific obligations arising under the Regulatory Framework for Market Definition and Designation of Dominance, in the Telecom Sector and pertinent requirements of the Telecommunications Act, the Bylaw, the Ordinance of the Communications Commission and the Interconnection Regulations.
- 1.1.2 Through this RO, Mobily offers to interconnect its Network with the Networks of requesting Other Licensed Operators and to supply services and facilities on the terms and conditions provided herein. Furthermore, Mobily undertakes to act in good faith, in negotiations conducted in this regard.
- 1.1.3 By submitting a request for interconnection with Mobily under this RO, the Other Licensed Operator confirms that it is authorized to enter into an interconnection agreement in accordance with the Interconnection Regulations and other pertinent regulations of CITC.
- 1.1.4 Mobily and the Other Licensed Operator agree to take all necessary measures to ensure effective communication between their respective customers, including the following:
- 1.1.4.1 Exchange necessary information, without prejudice to commercial confidentiality.

- 1.1.4.2 Enable calls, to all services and number ranges included in the interconnection agreement, by the subscribers of the other party.
- 1.1.4.3 Work together to ensure the overall quality of services provided through the interconnection.
- 1.1.4.4 Take all reasonable steps to ensure prompt and efficient operation of interconnection services set out under this RO.
- 1.1.4.5 Adopt principles, standards and methods to maintain the quality of telecommunication networks and services, in accordance with applicable ITU-T, ETSI and other applicable international and national technical standards.
- 1.1.4.6 Cooperate to avoid additional cost attribution to other products and services.
- 1.1.4.7 Collaborate to achieve maximum possible feature transparency of supplementary services between the interconnected networks.
- 1.1.4.8 Share details of active number ranges and advise each other on the opening of any new number ranges by CITC.

## 1.2 Definitions and Interpretation

Terms shall have the following meaning in this RO, except when the context requires otherwise:

- 1.2.1 **A-Number** shall mean the calling party number initiating a telephone call by dialing Mobily's number.
- 1.2.2 **Billing Information** shall mean the information to be collected, stored, and processed for producing the relevant invoices.
- 1.2.3 **Billing Party** shall mean the Party issuing the invoices for Interconnection Services, for a specific Billing Period to the other Party
- 1.2.4 **Billing Period** shall mean the inclusive period from the start of the first day of a given calendar month to the end of the last day of the same calendar month for which the invoice is produced.
- 1.2.5 **Call** shall mean the services defined in Section 2 Service definitions.
- 1.2.6 **Call Conveyance** shall mean the conveyance of services defined in article 2 service definitions.
- 1.2.7 **Call Date Record (CDR)** shall mean the detailed record of all calls that pass through Mobily's or OLO's network, as applicable.
- 1.2.8 **Chargeable Call Duration** shall mean the duration of a Chargeable Call measured to the nearest second (or such greater accuracy as the Parties may agree in writing); starting when the called party answers until the calling or called party clears, whichever is sooner.
- 1.2.9 **CITC** shall mean the Communications and Information Technology Commission.

- 1.2.10 **Confidential Information** shall mean such information of any nature in any form, provided by one Party to the other Party, including but not limited to, any documentation, data, notes, drawings, plans, diagrams, reports, specifications, models, patterns, samples, software, software applications, computer outputs or computer output applications, whether communicated orally or in a written form or provided on, or contained in, any media, that contains non-public financial, commercial, technical, legal and/or business information, either about the Party providing such information or about third parties - except for the information generated independently by any Party
- 1.2.11 **DDF** shall mean Digital Distribution Frame
- 1.2.12 **Disclosing Party** shall mean the Party disclosing the Confidential Information to the Receiving Party
- 1.2.13 **Due Date** shall mean the deadline for paying an invoiced amount, which is 30 (thirty) calendar days reckoned from the date of the relevant invoice
- 1.2.14 **Interconnection** shall mean the physical and logical connection of the Networks of the Parties in order to ensure that the users of one Party can exchange information with the users of the same Party or those of another Party. Furthermore, it will enable them to get access to the services being provided by the Parties, or a third party service provider having access to the Networks.
- 1.2.15 **Interconnection Agreement** shall mean an agreement, made between Mobily and Other Licensed Operator in accordance with this RO.
- 1.2.16 **Interconnection Link** shall mean the physical links between parties' networks including the termination ports at parties' switches.
- 1.2.17 **Interconnection Regulations** shall mean a set of statements issued (and amended from time to time, if necessary) by CITC to help, interconnecting national operators' networks in accordance with the Telecom Law and Telecom By-laws.

- 1.2.18 **Interconnection Service** shall mean an Interconnection service, provided by either Party to the other as specified in this Reference Interconnect Offer
- 1.2.19 **Interconnection usage Report** shall mean report containing billing information related to each Interconnection Traffic invoice.
- 1.2.20 **Kingdom** shall mean the Kingdom of Saudi Arabia
- 1.2.21 **National Numbering Plan** shall mean the plan prepared by the Commission to specify the scheme of numbers used in various telecommunications services.
- 1.2.22 **Network** shall mean Mobily's or Other Licensed operator's Telecommunications Network as the case may be and/or indicated by the context.
- 1.2.23 **ODF** shall mean Optical Distribution Frame
- 1.2.24 **Other Licensed Operator** shall mean a telecom operator licensed by CITC Operator authorized to enter into an interconnection agreement under this RO, in accordance with the Interconnection Regulations and other pertinent regulations of CITC.
- 1.2.25 **Other Party** shall mean the Party receiving Interconnection Service from Mobily.
- 1.2.26 **Party** shall mean either Mobily or the Other Party, based on the context.
- 1.2.27 **Parties** shall mean both parties (Mobily and the Other Party) involved in an Interconnection Agreement under this RO.
- 1.2.28 **Partner** shall mean the legal entity, defined in the Interconnection Agreement Form.
- 1.2.29 **Point of Interconnection (PoI)** shall mean the physical point at the MDF/ODF of any Party, where the two Networks are interconnected.

- 1.2.30 **Provider** shall mean the Party providing a particular Interconnection Service to the Other Party.
- 1.2.31 **Traffic** shall mean Network traffic carried on a Link and measured by the switches.
- 1.2.32 **Receiving Party** shall mean the Party receiving Confidential Information from the Disclosing Party
- 1.2.33 **Reference offer (RO)** shall mean this document, setting out conditions about the prices, terms and conditions under which Mobily offers interconnection services to requesting OLOs.
- 1.2.34 **Regulatory Framework** shall mean Interconnection related principles, Regulations, and procedures that are stipulated in the Telecom Act ( Council of Ministers 27-05-2001 and Royal Decree 3-06-2001), The Ordinance of the Communications Commission (Council of Ministers 27-05-2001 - Modified 21-07-2003), The Telecommunications Bylaws (Minister of Telecommunications 27-07-2002), and Interconnection Regulations (published by CITC on March 18, 2021), which are applicable to the Parties.
- 1.2.35 **Successful Call** shall mean a completed call whereby the originating operator Receives the answer signal from the terminating operator.
- 1.2.36 Words in singular also include the plural and vice versa, where the context requires so.
- 1.2.37 Without prejudice to the rights of Mobily, in the event of conflict or ambiguity between the terms defined in the governing laws and regulations in respect of this RO, the following order of precedence shall apply.
- 1.2.37.1 The Telecommunications Act
- 1.2.37.2 The Ordinance of the Communications Commission

1.2.37.3 The Telecommunications Bylaw

1.2.37.4 The Interconnection Regulations

1.2.37.5 This Reference Interconnection Offer

1.2.37.6 Any Interconnection Agreement pursuant to this RO.

### 1.3 Commencement and duration

1.3.1 This RO shall become effective upon approval of CITC and shall remain in effect, with respect to the relevant services, until approval of a new version by the Commission.

### 1.4 Confidentiality and non-disclosure

1.4.1 The Parties shall not disclose to any third party any Confidential Information provided by the other Party (the Disclosing Party) in the course of the negotiation and/or execution of the Interconnection Agreement, except as provided for under the laws of the Kingdom.

1.4.2 The Parties shall use their reasonable endeavors to ensure that their directors, employees, and professional advisors shall act accordingly.

1.4.3 Confidential Information shall be treated in strict confidence and the Receiving Party shall exercise no lesser degree of care of Confidential Information than would a reasonable person with the knowledge of confidential nature of the information.

1.4.4 The Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own confidential information of an equivalent nature.

1.4.5 The Receiving Party may disclose Confidential Information to a contractor or agent, subject to the contractor or agent undertaking to comply with obligations equivalent to those contained in this Article 1.4

- 1.4.6 All Confidential Information shall be and remain the property of the Disclosing Party at all times, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned and/ or destroyed upon a request, written or otherwise, by the Disclosing Party.
- 1.4.7 The Receiving Party shall not use the Confidential Information for any purposes except to evaluate or implement the transaction between the Parties as identified in the preamble hereto.
- 1.4.8 The Receiving Party shall not use the Confidential Information to gain a competitive advantage.
- 1.4.9 The following shall not constitute a breach of the Receiving Party confidentiality obligation:
- 1.4.9.1 A disclosure authorized in writing by the Disclosing Party to the extent of that authority; or
- 1.4.9.2 A disclosure which is properly made pursuant to the license of either Party or a relevant statutory or other regulatory obligation.
- 1.4.10 For the disclosures set out in 1.4.9.2, the Receiving Party shall refer the requester to the Disclosing Party and shall not disclose such information directly unless ordered to do so by a competent court.
- 1.4.11 For the disclosure set out in 1.4.9.2 above, the Receiving Party shall inform the Disclosing Party as soon as reasonably practical of such disclosure.
- 1.4.12 The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or any breach of the terms of this Article 1.4 and shall cooperate with the Disclosing Party as necessary to enable the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use.

- 1.4.13 The Receiving Party shall return all originals, copies, reproductions and summaries of the Confidential Information and/ or certify in writing the destruction of the same at the Disclosing Party's request.
- 1.4.14 The Receiving Party acknowledges that monetary damages may not be sufficient remedy for unauthorized disclosure of the Confidential Information and that the Disclosing Party shall be entitled, in addition to monetary damages and without waiving any other rights and remedies, to such injunctive or equitable relief as may be deemed proper by court.
- 1.4.15 The interpretation and implementation of this Article 1.4 shall be governed in all respects by the Regulations of The Kingdom and the Parties submit to the exclusive jurisdiction of the Kingdom courts.
- 1.4.16 The validity of this Article 1.4 shall survive the termination of any Interconnection Agreement with a further period of three (three) years.
- 1.4.17 No variation of this Article 1.4 shall be effective unless agreed upon in writing by both Parties and approved by the CITC.

## 1.5 Intellectual Property Rights

- 1.5.1 An Interconnection Agreement under this RO cannot be interpreted as giving a Party the right to use the intellectual property of the other Party. The Parties shall not compromise, challenge, or otherwise interfere in any manner with each other's registered trademarks and/or service marks.

## 1.6 Legal rights, protections and extent of liabilities

- 1.6.1 No Party shall be liable to the other for any interruption of any Interconnection Service or for any loss/damages incurred/sustained because of any failure in or breakdown of the communication facilities.
- 1.6.2 The Parties acknowledge that they have no control over how a foreign administration or third party carrier establishes its own rules and conditions

pertaining to international telecommunications services. The Parties shall not be liable to each other or to the subscribers/end users of the respective Party for any loss or damage sustained by the other Party or its customers/end users due to:

1.6.2.1 Any failure or breakdown of the communication facilities associated with providing the Interconnection Services

1.6.2.2 Any delay, interruption or degradation of the Interconnection Services whatsoever is the cause or duration thereof (except if caused willfully or due to gross negligence of either Party)

1.6.2.3 Any other cause or claim whatsoever arising under an Interconnection Agreement made under this RO.

1.6.3 In no event shall either Party be liable to the other Party for consequential, special or indirect losses or damages sustained by them on account of any loss of profits, loss of customers or damage to reputation or goodwill. The Parties shall assume no liability whatsoever vis-a-vis the subscribers/end users of the Interconnection Services, especially not with regard to any claims for compensation.

## 1.7 Review, renewal rights and obligations

1.7.1 Amendments and supplements to this RO may be implemented with approval of CITC.

## 1.8 Breach, suspension and termination

1.8.1 If one Party's Network seriously and adversely affects the normal operation of the other Party's Network, or is a threat to any system or person's safety, the affected Party shall immediately inform the other Party.

1.8.2 The other Party shall take immediate action to resolve the problem. In the event that normal operation is not restored in 4 (four) hours, or if the matter is extreme

in terms of its impact on the affected Party's Network, customers, or the safety of personnel, the affected Party may suspend, to the extent necessary, such of its obligations under this RO, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety. Such suspension shall be notified in writing to the CITC.

- 1.8.3 If either Party is in breach of an Interconnection Agreement (including failure to pay an undisputed sum due hereunder), the other Party may serve a written notice (the Breach Notice) on the Party in breach specifying the breach and the time limit for such breach to be remedied.
- 1.8.4 Until such breach is remedied, the affected Party shall have the right to suspend performance of its obligations as reasonable under the given circumstances.
- 1.8.5 Except in the case of failure to pay an undisputed sum due hereunder in accordance with the applicable provisions, the Party in receipt of the Breach Notice may raise a dispute. Under such circumstances, the Breach Notice and any suspension or termination consequent upon this, shall not be executed until the dispute is resolved and shall be withdrawn if required by the outcome of any dispute resolution process. In all cases where a Breach Notice is issued the Party shall immediately notify CITC in writing.
- 1.8.6 If the Party in breach fails to remedy the breach within the period stated in the Breach Notice, the Party not in breach may terminate the Interconnection Agreement with the Party in breach on 1 (one) month's written notice (Termination Notice).
- 1.8.7 If the Party in breach remedies the breach within 2 (two) months reckoned from the date of the Breach Notice described in Article 1.8.3 above, the Interconnection Agreement shall not be terminated as a result of such notice.
- 1.8.8 An Interconnection Agreement under this RO may be terminated by either Party by written notice forthwith ( or on the termination of such other period as such notice may specify) if any one of the following occurs:

- 1.8.8.1 The other Party ceases to be a licensed operator;
- 1.8.8.2 The other Party is unable to pay its debts;
- 1.8.8.3 The other party becomes insolvent;
- 1.8.8.4 The other party has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed;
- 1.8.8.5 A resolution for voluntary winding up has been passed;
- 1.8.8.6 A judicial manager has been appointed over the whole or substantial part of its assets or property; or
- 1.8.8.7 Any action is taken by any creditor of the other Party to recover, realize or enforce any security over any assets of the other Party or to enforce any judgment against the other Party.
- 1.8.9 In the event that the Interconnection Agreement is terminated:
  - 1.8.9.1 All sums due or accrued or payable to each Party under the Interconnection Agreement up to the effective date of termination and all sums due or payable to each Party shall upon termination become immediately due and payable to that Party; and
  - 1.8.9.2 Each Party shall within a reasonable time, but not more than 1 (one) month later, remove all of that Party's equipment, facilities, plant and other property located on the other Party's premises used under the Interconnection Agreement; and
  - 1.8.9.3 Each Party shall within a reasonable time, but not more than 1 (one) month later, return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under the Interconnection Agreement in good working condition, fair wear and tear only excepted.
- 1.8.10 If 1 (one) month after the expiry of the Interconnection Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted), because of the acts or omissions of the other Party (or a third party appearing to have control

of a site where such equipment is situated) the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 10 (ten) working days of the date of the demand.

- 1.8.11 Both Parties shall be entitled to charge the other Party all reasonable costs incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property which the other Party has failed to return under Article 1.8.9.3 within 1 (one) month of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.
- 1.8.12 A Party may remove the other Party's equipment, facilities, plant and other property located on its premises if not removed by the other Party within 1 (one) month after the date of termination.
- 1.8.13 On termination of an Interconnection Agreement under this RO, each Party shall, at its own expense, deliver to the other Party or, if not possible, 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.
- 1.8.14 Termination of the Interconnection Agreement shall not be deemed a waiver of a breach of any term or condition of the Interconnection Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.
- 1.8.15 A Party's right to terminate or suspend performance of the Interconnection Agreement in accordance with this Article 1.8 is without prejudice to any other rights or remedies available to that Party.

## 1.9 Safety and system protection

1.9.1 Each Party shall take all reasonable and necessary steps in its operations and during the implementation of an Interconnection Agreement to ensure that its Network does not:

1.9.1.1 Endanger the safety or health of employees, contractors, agents or subscribers/end users of the other Party; or

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

1.9.2 Both Parties shall agree to take adequate measures to maintain the integrity of their Networks and to ensure the protection and safety of persons and equipment at all times.

1.9.3 Integrity of the Network refers to the ability of its systems to preserve and retain their original operational status and remain unaffected by interconnection with other networks

1.9.4 Both Parties shall ensure:

1.9.4.1 That adequate measures are taken to prevent the transmission of any signaling message across to the Networks which does not comply with industry standards; and

1.9.4.2 That efficient arrangement for screening functions and rejection of non-compliant messages are established to detect signals which do not comply with industry standards.

## 1.10 Dispute resolution

1.10.1 In the event of a dispute or difference arising between the Parties related with an Interconnection Agreement under this RO, including its implementation, execution, interpretation, rectification, termination or cancellation, the Parties shall meet within 10 (ten) working days of written

notice of the dispute or difference from either Party to the other to negotiate in good faith in an effort to settle such dispute or difference.

- 1.10.2 The parties shall use their best endeavors to settle or resolve the dispute or difference as expeditiously as possible, but in any event within a period of 60 days of the start of good faith negotiations.
- 1.10.3 In lack of mutually accepted resolution of the dispute or difference within the time period stipulated in this Article 1.10.3, the dispute or difference may be referred by any Party either to the CITC or to arbitration as per Article 1.11 (Arbitration) by giving written notice to that effect to the other Party.
- 1.10.4 Each Party shall continue to fulfill its lawful obligations while any dispute resolution is pending, including both the provision and the payment of the Interconnection Services.

## 1.11 Arbitration

- 1.11.1 Subject to Article 1.10.3, the Parties may refer their dispute or difference to arbitration by three arbitrators.
- 1.11.2 The arbitration should take place in the Kingdom.
- 1.11.3 The Arbitration Regulations shall apply.
- 1.11.4 Considering the relevant articles of the Arbitration Regulation, the arbitrators shall be appointed as follows:
  - 1.11.4.1 If the matter in dispute is a legal matter, impartial practicing lawyers of not less than 10 (ten) years standing.
  - 1.11.4.2 If the matter in dispute is an accounting matter, impartial practicing chartered accountants of not less than 10 (ten) years standing.
  - 1.11.4.3 If the matter in dispute is a technical matter, impartial telecommunications experts of not less than 10 (ten) years standing.

1.11.4.4 Any other matter, independent persons agreed upon between the Parties.

## 1.12 Force Majeure, waiver & assignment

- 1.12.1 Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation, acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.
- 1.12.2 The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.
- 1.12.3 The party prevented to render performance under an interconnection agreement arising out of this RO, shall notify the other party on the occurrence of the force majeure event as soon as practically possible. The notifying party shall subsequently inform the other party on the estimated extent and duration of its inability to perform its obligations, as soon as such information becomes available.
- 1.12.4 The party prevented from rendering performance under an interconnection agreement arising out of this RO, shall reduce as far as possible, any subsequent delays caused by the force majeure event, and shall recommence its activities under the said interconnection agreement as soon as possible.
- 1.12.5 The obligations and rights of the defaulting party shall be extended for a period equal to the period during which that party's performance was prevented by such events.
- 1.12.6 The waiver of any breach or failure to enforce, any term or condition resulting from an acceptance of this RO shall not be interpreted as a waiver of any other term or condition of this RO. No waiver shall be valid unless it is in writing and signed on behalf of the Licensed Operator making the waiver.

- 1.12.7 Without prejudice to the Interconnection Agreements pursuant to this RO, no rights, obligations or advantages made under the Interconnection Agreement may be assigned or transferred, in whole or in part, by a Licensed Operator without the prior written consent of the other Licensed Operator, such consent not to be unreasonably withheld.
- 1.12.8 The invalidity, unenforceability of any provision in the Interconnection Agreement shall not affect the validity or enforceability of the remaining provisions.

### 1.13 Authorized representatives and notices

- 1.13.1 All notices, including but not limited to notifications, statements, announcements, declarations, etc. by either Party, or all correspondence between the Parties under an Interconnection Agreement made under this RO shall be given in writing.
- 1.13.2 A notice shall be duly served if:
- 1.13.2.1 Delivered by hand and exchanged for a signed receipt at the time of the actual delivery.
  - 1.13.2.2 Sent by e-mail, upon its receipt is confirmed electronically by sending a return receipt.
  - 1.13.2.3 Sent by registered post, 5 (five) working days after the day of posting.
- 1.13.3 Except if otherwise specifically provided all notices and other communications relating to an acceptance of this RO shall be in writing and shall be sent to the contact points and addresses as set out in the Interconnection Agreement.

### 1.14 Governing Law and Jurisdiction

- 1.14.1 This RO, its interpretation, validity, and performance, shall be governed in all respects by the laws of the Kingdom of Saudi Arabia and the Parties submit to the exclusive jurisdiction of the Courts of the Kingdom of Saudi Arabia.

## 2. Service Definition

### 2.1 Mobile Voice Call Termination Service

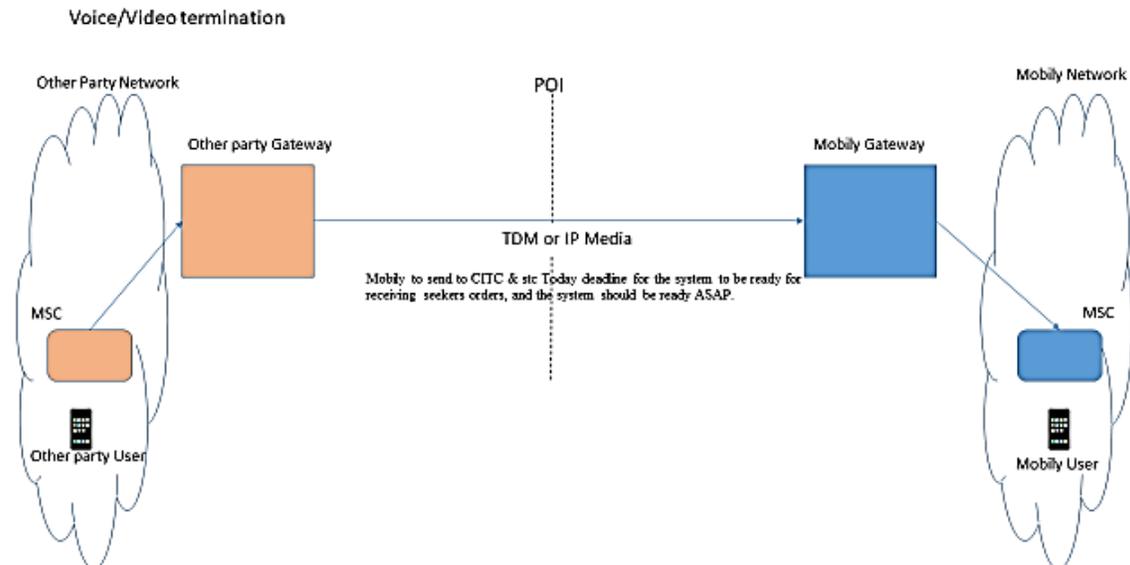


Figure 1

#### a. Service Description

2.1.1 Mobile Voice Call Termination Service constitutes the conveyance of Calls coming from the other Party's Network via an Interconnect Gateway Mobile Exchange (ICGMSC), to Mobily's called subscribers.

#### b. Terms & conditions

2.1.2 Mobily Voice Call Termination Service shall be initiated for the termination of a particular Voice Call by handing it over at the POI by the other Party to Mobily.

2.1.3 Unless otherwise agreed, the called number shall belong to number-ranges allocated to Mobily or MVNO networks hosted on Mobily's mobile Network and Inbound roamers attached to Mobily network.

2.1.4 The called subscriber's number shall comply with Mobily related part of the National Numbering Plan, MVNO networks hosted on Mobily's mobile Network or any (ported in) numbers from other local operators as well as Inbound roamers attached to Mobily Network.

- 2.1.5 If the called number is not a valid number or cannot be accessed in the Mobily's network, Mobily shall indicate this by sending the relevant signaling message to the other Party.
- 2.1.6 Neither Party shall hand over a modified A-number to the Other Party. Suppressed and /or modified A-numbers shall be treated as the traffic coming from international destination outside the KSA.
- 2.1.7 SS7 over IP, SS7 over IP (SIGTRAN) and SIP signaling system shall be applied between the Parties' Networks.
- 2.1.8 In relation to mobile number portability, calls to numbers in Mobily number ranges that have been ported-out will be re-routed back by Mobily to the recipient network operators as per the relevant applicable MNP agreements.
- 2.1.9 The chargeable time for each call, shall be the "conversation time" in accordance with CCITT Recommendation D.150 (version Mar del Plata, 1968; amended at Melbourne, 1988), unless specifically stated as otherwise,
- 2.1.10 In the event that Mobily cannot record Billing Information for the due to a system error or other faults, the Other Licensed Operator will be requested to provide the appropriate Billing Information to Mobily in accordance with the procedure set out in Billing Processes.
- 2.1.11 If the Billing Information collected by the Other Licensed Operator is not available under the procedure set out in "Billing Processes", the Parties shall negotiate in good faith such alternative Billing arrangements, such as an estimation based on the previous three (3) Billing Periods' Billing Information in accordance with the procedure set out in "Billing Processes" and as appropriate in the circumstances.
- c. Fees
- 2.1.12 The Voice Call Termination Service, defined above, is provided by Mobily and used by the other Party.

2.1.13 For the use of the voice, Call Termination Services, used by the other Party, Mobily shall charge the relevant Time-Based Fee, calculated by multiplying the Time-Based Rate (stipulated in article 7) with the length of the Chargeable Call Duration of the particular call.

2.1.14 In respect of the signaling messages needed for the provision of the Call Termination Service, the Time-Based Fee includes the transfer of the associated signaling messages, too. Requests of transfer of additional signaling messages shall be subject to a separate commercial agreement.

d. Quality of Service parameters

2.1.15 Mobily shall provide the other Party with the same quality of service as it ensures for Call termination services for its own subscribers.

e. Forecast

2.1.16 The other Party shall submit to the Mobily a rolling forecast for the next 2 (two) years on a half-yearly basis. Mobily shall dimension the capacity of the Interconnection Links needed for the use of the Voice Call Termination Service on the basis of the forecast submitted by the other Party.

2.1.17 The other Party shall indicate the ordering or cancellation time of the Voice Call Termination Services on the Traffic Service Request Form.

2.1.18 The forecasting procedure is regulated in article 5.4 (Forecasting).

f. Responsibility

2.1.19 Mobily shall convey the Voice Call received at the Interconnect Gateway Mobile Exchange (ICGMSC), to the called subscriber.

2.1.20 The other Party shall be responsible for the relevant voice service for its subscribers from end to end.

2.1.21 The Parties shall not provide access to each other's own Network management system.

2.1.22 The other Party shall manage complaints of its subscribers using its own systems and processes.

## 2.2 Mobily SMS Termination Service

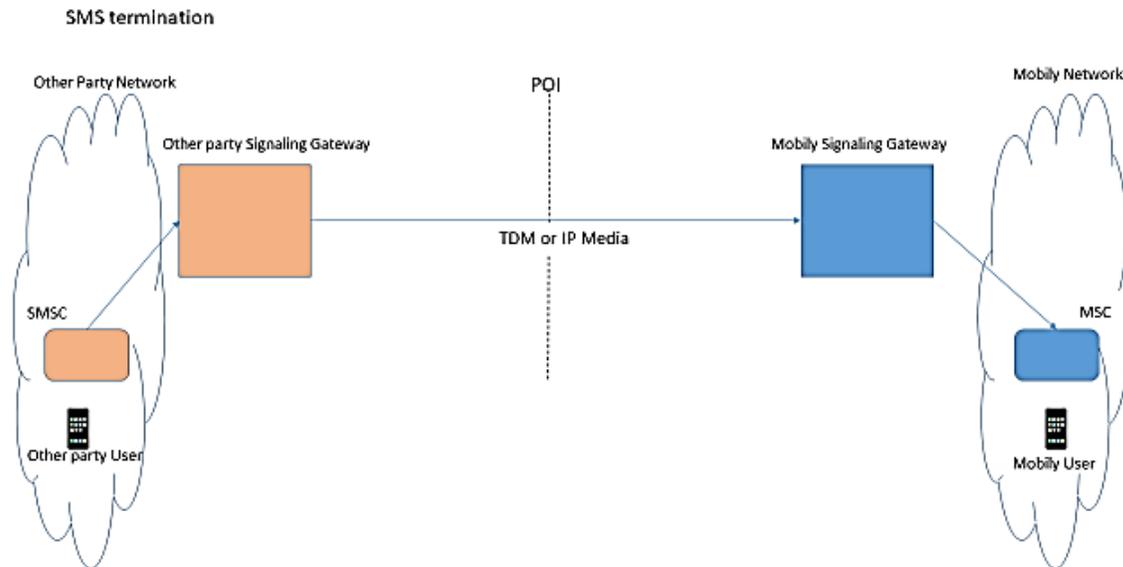


Figure 2

### a. Service Description

2.2.1 The SMS Termination Service includes the following components:

- (i) Forwarding an SMS, handed over by the other Party to Mobily at the Interconnect Gateway Mobile Exchange (ICGMSC), to the receiver who shall be a subscriber of Mobily's Network.
- (ii) Forwarding the confirmation of receipt of the same SMS from the receiver of the SMS in Mobily's Network back to the sender of the SMS in the other Party's Network.

2.2.2 Both the SMS and the associated confirmation of receipt are originated from and terminated at a mobile phone or other compatible device belonging to the sender and receiver of the SMS, respectively.

b. Terms and Conditions

- 2.2.3 The Mobily SMS Termination Service shall be initiated for the termination of a particular SMS by handing it over at the Pol by the other Party to Mobily.
- 2.2.4 Unless otherwise agreed, the receiving number shall belong to number-ranges allocated to Mobily or MVNO networks hosted on Mobily's mobile Network as well as inbound roamers.
- 2.2.5 The called receiving number shall comply with Mobily related part of the National Numbering Plan, MVNO networks hosted on Mobily's mobile Network or any (ported in) numbers from other local operators.
- 2.2.6 Neither Party shall hand over a modified A-number to the Other Party. Suppressed and /or modified A-numbers shall be treated as the traffic coming from international destination outside the KSA.
- 2.2.7 The SS7 over IP, SS7 over IP (SIGTRAN) and SIP signaling system shall be applied between the Parties' Networks.
- 2.2.8 In relation to mobile number portability, SMS messages sent to numbers in Mobily number ranges that have been ported-out will be re-routed back by Mobily to the recipient network operators as per the relevant applicable MNP agreements.

c. Technical requirements

- 2.2.9 The Parties shall agree on the addresses of their respective SMS Service Delivery Points (SMSSDPs).
- 2.2.10 SMSs to be terminated on Mobily's Network shall be handed over at the associated SMSSDP.
- 2.2.11 The SMS, handed over by the other Party Mobily, shall be in compliance with the technical standards agreed between the two parties.

2.2.12 The A- number shall be in compliance with the latest approved version of the National Numbering Plan. The other Party shall not hand over a modified A-number to Mobily.

d. Fees

2.2.13 The SMS Termination Service, defined in this article, is provided by Mobily and used by the other Party.

2.2.14 For the use of the SMS Termination Service by the other Party, Mobily shall charge the relevant Call-Based Fees, calculated by multiplying the associated Call-Based Rates (stipulated in Article 7) with the number of SMSs terminated.

2.2.15 In respect of the signaling messages needed for the provision of the SMS Termination Service, the Call-Based Fees shall include the transfer of the associated signaling messages, too.

2.2.16 Requests of transfer of additional signaling messages shall be subject to a separate commercial agreement between the Parties.

e. Quality of Service parameters

2.2.17 Mobily shall provide the other Party with the same quality of service as it ensures for SMS termination service for its own subscribers.

f. Spamming

2.2.18 The other Party shall use its reasonable endeavors to discourage the transmission of unsolicited SMSs to Mobily.

2.2.19 Each Party shall be entitled to monitor and block, if possible, spamming that could adversely affect their Networks and subscribers.

g. Forecast

2.2.20 The other Party shall submit to Mobily a rolling forecast for the next 2 (two) years on a half yearly basis.

- 2.2.21 Mobily shall dimension the capacity of the Interconnection Links needed for the use of the SMS Termination Service based on the forecast submitted by the other Party.
- 2.2.22 The other Party shall indicate the ordering or cancellation time of the SMS Termination Service on the Traffic Service Request Form.
- 2.2.23 The forecasting procedure is regulated in article 5.4 (Forecasting).

**h. Responsibility**

- 2.2.24 Mobily shall convey the SMS from the SMS service delivery point (SMSSDP) to the receiver of the SMS, and shall convey the confirmation of receipt of the SMS back from the receiver of the SMS to the SMSSDP.
- 2.2.25 The other Party shall be responsible for the relevant SMS service for its subscribers from end to end.
- 2.2.26 The Parties shall not provide access to each other’s own Network management system. The other Party shall manage complaints of its subscribers using its own systems and processes.

**2.3 Mobily Multimedia Messaging service (MMS) termination service**

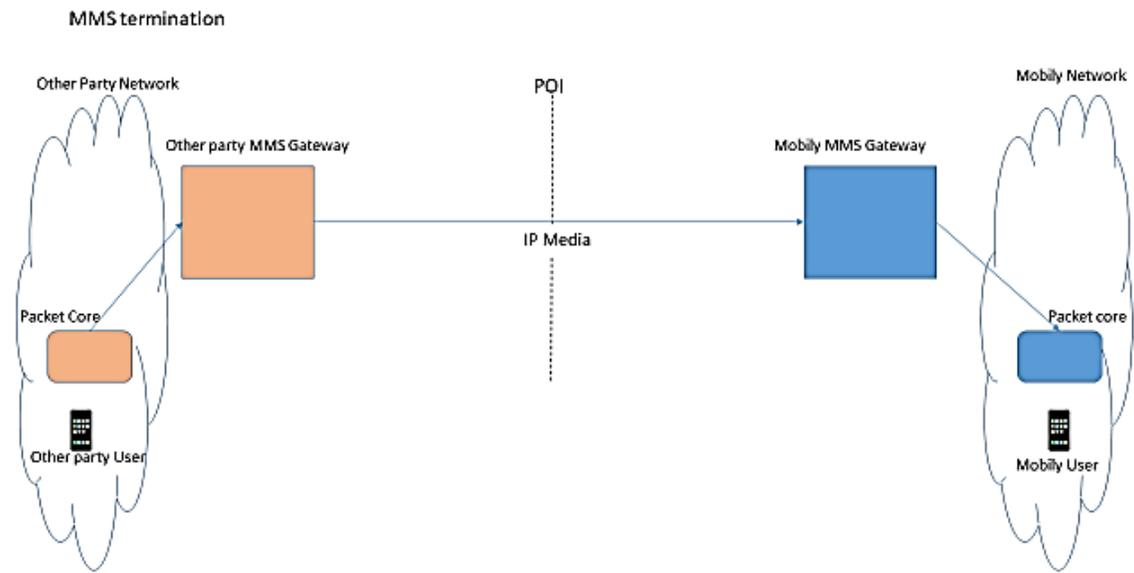


Figure 3

a. Service Description

2.3.1 Mobily's MMS Termination Service includes the following components

- (i) Terminating an MMS, received at the Interconnect Gateway Mobile Exchange (ICGMSC), from the other Party, on the receiver number allocated to Mobily. Forwarding the confirmation receipt of the delivered MMS from the receiver in Mobily's Network, to the sender of the MMS in the other Party's Network.

2.3.2 Both MMS and the associated confirmation of receipt shall be originated from and terminated on a mobile phone or other compatible device, belonging to the sender and receiver of the MMS, respectively.

b. Terms and Conditions

2.3.3 The Mobily MMS Termination Service shall be initiated for the termination of a particular MMS by handing it over at the POI by the other Party to Mobily.

2.3.4 Unless otherwise agreed, the receiving number shall belong to number-ranges allocated to Mobily or MVNO networks hosted on Mobily's mobile Network.

2.3.5 The called receiving number shall comply with Mobily related part of the National Numbering Plan, MVNO networks hosted on Mobily's mobile Network or any (ported in) numbers from other local operators.

2.3.6 Neither Party shall hand over a modified A-number to the Other Party. Suppressed and /or modified A-numbers shall be treated as the traffic coming from international destination outside the KSA.

2.3.7 The SS7 over IP, SS7 over IP (SIGTRAN) and SIP signaling system shall be applied between the Parties' Networks.

2.3.8 In relation to mobile number portability, MMS messages sent to numbers in Mobily number ranges that have been ported-out will be re-routed back by

Mobily to the recipient network operators as per the relevant applicable MNP agreements.

c. Technical requirements

2.3.9 Both Parties shall agree on their respective MMS Service Delivery Points (MMSSDPs). MMSs terminated in Mobily's Network shall be handed over at the associated MMSSDP.

2.3.10 The MMS, handed over by the other Party to Mobily's Network, shall be in compliance with the technical standards agreed between the two parties.

d. Fees

2.3.11 The MMS Termination Service, defined in this article, is provided by the Mobily and used by the other Party.

2.3.12 For the use of the MMS Termination Service by the other Party, Mobily shall charge the relevant Call-Based Fees, calculated by multiplying the associated Call-Based Rates with the number of MMSs terminated on Mobily's network.

2.3.13 In respect of the signaling messages needed for the provision of the MMS Termination Service, the Call-Based Fees shall include the transfer of the associated signaling

e. Spamming

2.3.14 The other Party shall use its reasonable endeavors to discourage the transmission of unsolicited MMSs to Mobily.

2.3.15 Each Party shall be entitled to monitor and block, if possible, spamming that could adversely affect their Networks and subscribers.

f. Forecast

2.3.16 The other Party shall submit to Mobily a rolling forecast for the next two years on a half yearly basis.

- 2.3.17 Mobily shall dimension the capacity of the Interconnection Links needed for the use of the MMS Termination Service based on the forecast submitted by the other Party.
- 2.3.18 The other Party shall indicate the ordering or cancellation time of the MMS Termination Service on the Traffic Service Request Form.
- 2.3.19 The forecasting procedure is regulated in article 5.4 (Forecasting).

g. Responsibility

- 2.3.20 Mobily shall convey the MMS from the MMSSDP to the receiver of the MMS, and shall convey the confirmation of receipt of the MMS back from the receiver of the MMS to the MMSSDP.
- 2.3.21 The other Party shall be responsible for the relevant MMS service for its subscribers from end to end.
- 2.3.22 The Parties shall not provide access to each other's own Network management system. The other Party shall manage complaints of its subscribers using its own systems and processes.

## 2.4 Video call termination service

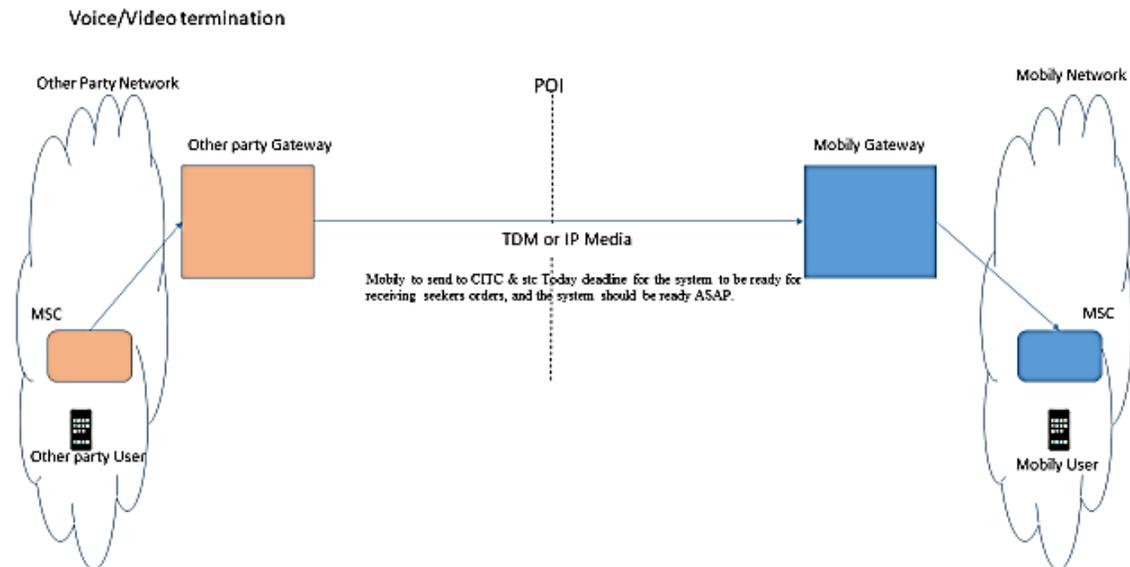


Figure 4

### a. Service Description

2.4.1 Mobile Video Call Termination Service constitutes of the conveyance of video Calls coming from the other Party's Network via an Interconnect Gateway Mobile Exchange (ICGMSC), to Mobily's called subscribers.

### b. Terms & conditions

2.4.2 The Mobily Video Call Termination Service shall be initiated for the termination of a particular Video Call by handing it over at the Interconnect Gateway Mobile Exchange (ICGMSC), by the other Party to Mobily.

2.4.3 Unless otherwise agreed, the called number shall belong to number-ranges allocated to Mobily or MVNO networks hosted on Mobily's mobile Network and Inbound roamers attached to Mobily network.

2.4.4 The called subscriber's number shall comply with Mobily related part of the National Numbering Plan, MVNO networks hosted on Mobily's mobile Network or any (ported in) numbers from other local operators as well as Inbound roamers attached to Mobily Network..

- 2.4.5 If the called number is not a valid number or cannot be accessed in the Mobily's Network, Mobily shall indicate this by sending the relevant signaling message to the other Party.
- 2.4.6 Neither Party shall hand over a modified A-number to the Other Party. Suppressed and /or modified A-numbers shall be treated as the traffic coming from international destination outside the KSA.
- 2.4.7 The SS7 signaling system shall be applied between the Parties' Networks.
- 2.4.8 In relation to mobile number portability, calls to numbers in Mobily number ranges that have been ported-out will be re-routed back by Mobily to the recipient network operators as per the relevant applicable MNP agreements.

c. Fees

- 2.4.9 The Video Call Termination Service defined above, is provided by Mobily and used by the other Party.
- 2.4.10 For the use of the video Call Termination Services, used by the other Party, Mobily shall charge the relevant Time-Based Fee, calculated by multiplying the Time-Based Rate (stipulated in article 7) with the length of the Chargeable Call Duration of the particular Call.
- 2.4.11 In respect of the signaling messages needed for the provision of the Call Termination Service, the Time-Based Fee includes the transfer of the associated signaling messages, too. Requests of transfer of additional signaling messages shall be subject to a separate commercial agreement.

d. Quality of Service parameters

- 2.4.12 Mobily shall provide the other Party with the same quality of service as it ensures for Call termination services for its own subscribers.

e. Forecast

- 2.4.13 The other Party shall submit to the Mobily a rolling forecast for the next two (two) years on a half-yearly basis. Mobily shall dimension the capacity of the Interconnection Links needed for the use of the Video Call Termination Service on the basis of the forecast submitted by the other Party.
- 2.4.14 The other Party shall indicate the ordering or cancellation time of the Video Call Termination Services on the Traffic Service Request Form.
- 2.4.15 The forecasting procedure is regulated in article 5.4 (Forecast).

f. Responsibility

- 2.4.16 Mobily shall convey the Video Call received at the Interconnect Gateway Mobile Exchange (ICGMSC) to the called subscriber.
- 2.4.17 The other Party shall be responsible for the relevant video service for its subscribers from end to end.
- 2.4.18 The Parties shall not provide access to each other's own Network management system.
- 2.4.19 The other Party shall manage complaints of its subscribers using its own systems and processes.

## 2.5 Customer Sited Interconnection Link Service

a. Service Description

- 2.5.1 Customer Sited Interconnection Link Service (CSI) is the provision of fixed transmission link capacity TDM interfaces (E1/STM1/STM4) or IP interfaces (FE, GBE, 1G, 10G etc.) depending upon availability, from Mobily's designated Nodes to the other POI located at the other parties Co-Location Sites for the termination of Mobile voice, SMS, MMS and Video call traffic.

2.5.2 Interconnection shall only be provided at the nodes designated for this purpose by Mobily.

2.5.3 The POI shall constitute the point of handover between the two parties. Both parties will own and maintain the network on their respective sides.

2.5.4 The CSI link service does not include interconnection with third parties.

2.5.5 The CSI link service is composed of two parts:

2.5.5.1 The indoor section is composed of the following

- (i) The trunk cable connecting the ODF/DDF of one party with the ODF/DDF of the other party.
- (ii) Tie cables between Mobily's Assigned Termination Port and the DDF/ODF
- (iii) Tie cable between the DDF/ODF and the transmission equipment, both equipped with connectors;
- (iv) DDFs/ODFs;

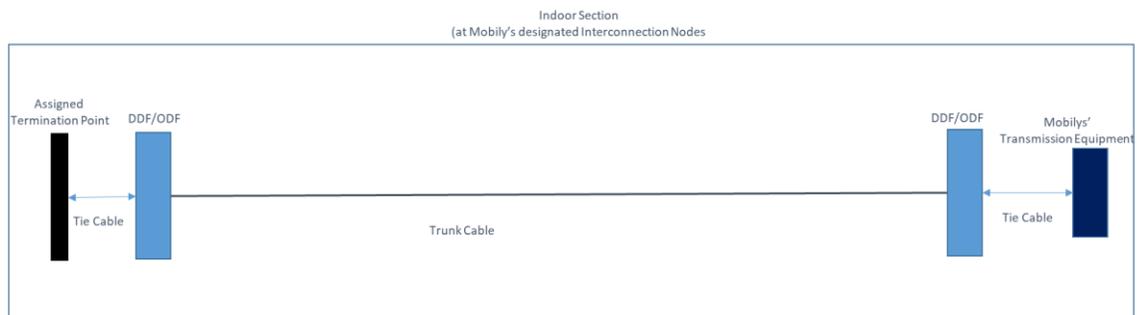


Figure 5 Indoor Section

2.5.5.2 The outdoor section is composed of the link TDM interfaces (E1/STM1/STM4) or IP interfaces (FE, GBE, 1G, 10G etc.) depending upon availability, between the transmission equipment located at Mobily's designated node and the DDF/ODF at the other Party's site, connected to Mobily's transmission equipment at the other Party's site as shown in Figure 7.

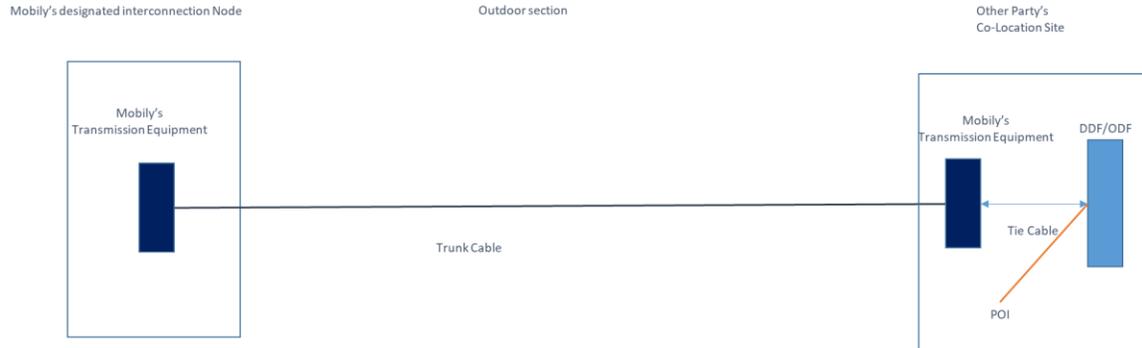


Figure 6 Outdoor section

a. Terms & conditions

- 2.5.6 In the case of new CSI Links the other Party shall prepare the indoor section at its own site.
- 2.5.7 The TDM interfaces (E1/STM1/STM4) or IP interfaces (FE, GBE, 1G, 10G etc.) depending upon availability, if any, between the POI and the other Party's Node shall be part of the other Party's Network and shall be provided by the other Party.
- 2.5.8 The other Party shall not transfer any right and obligation connected with the CSI Link Service to any third party.
- 2.5.9 The other Party shall be liable for Mobily's equipment, installed at the POI, and for the eventual damages caused to them.
- 2.5.10 After the termination of the CSI Link Service the other Party shall return Mobily's equipment to Mobily in an intact condition ready for operation.
- 2.5.11 The CSI Link Service shall not include echo canceller circuit. The other Party shall obtain it, if required.
- 2.5.12 All necessary technical requirements for the provision of CSI shall be agreed in advance, including physical circuit installation and operation.
- 2.5.13 Both parties shall be responsible for appropriate operation and maintenance of the network on their respective side of the POI.

- 2.5.14 Both parties shall manage the detection and correction of faults in accordance with their standard operating practices.
- 2.5.15 Both parties shall have the right to suspend the service in case a fault in the other party's network is expected to affect their own network negatively. The suspension shall continue, until the correction of fault by the other party.
- 2.5.16 The request for the provision of this service shall be submitted in writing. Mobily will acknowledge the receipt of all requests within 5 working days of the receipt.
- 2.5.17 Mobily will complete the assessment of all received requests within 10 working days of receipt.
- 2.5.18 The assessment will be followed by negotiation between the two parties. This negotiation will be completed in 30 days if only network conditioning is required and 60 days otherwise.
- 2.5.19 In case of lapse of the above mentioned negotiation periods, either party may instigate the dispute resolution process in accordance with article 1.10 of this RO.
- 2.5.20 In case of successful completion of negotiations, Mobily will begin the required work in accordance with agreed timetable and the delivery schedule outlined in the 4 of this RO. Mobily shall not be required to initiate any changes in its network before the completion of these negotiations.
- 2.5.21 The other party may request Mobily to cease the CSI service at any time, by giving a written notice. Mobily will try to cease the service as soon as possible in accordance with the request of the other party and the time periods specified in article 1.8.

b. Fees

- 2.5.22 Mobily will maintain accurate record of the CSI links provided under this RO, and for which it will bill the other party.

- 2.5.23 The fees shall be calculated based on the prices specified in article 7.
- 2.5.24 Bills shall be issued within 30 days of the end of each billing period.
- 2.5.25 Both parties shall cooperate and exchange information in order to resolve any disputes about the bills.
- 2.5.26 In case of missing information on either side, both parties will negotiate in good faith, to resolve the dispute.
- 2.5.27 All technical conditions shall be in accordance with Article 3.

c. Quality of Service parameters

- 2.5.28 Mobily shall provide the other Party with the same quality of service as it ensures for interconnection services within its own network.

## 2.6 In span Interconnection

a. Service Description

- 2.6.1 In Span Interconnection (ISI) is the provision of fixed transmission link capacity. TDM interfaces (E1/STM1/STM4) or IP interfaces (FE, GBE, 1G, 10G etc.) depending upon availability, from Mobily's designated Nodes, to the POI established in a footway box containing the other party's switch connection and located within the boundary of the latter's building for the termination of Mobile voice, SMS, MMS and Video call traffic. The service shall be maintained by both parties jointly, for successful delivery of traffic. Each party shall be responsible for the part of the network on its side of the POI.



Figure 7 ISI Link service

## b. Terms & conditions

- 2.6.2 The service shall only be provided as a result of a written request submitted by the other parties, in accordance with Article 5.1 of this RO.
- 2.6.3 The capacity and technical specifications of the other party's part of the link shall be agreed with Mobily, at the time of the request.
- 2.6.4 ISI service shall only be provided for connecting to Mobily's network. No ISI service shall be provided for connecting with other parties.
- 2.6.5 The location of the footway box shall be agreed between both parties.
- 2.6.6 The POI shall be the point where the other party's side of the link enters the footway box.
- 2.6.7 Mobily shall design, construct and maintain the footway box in accordance with the mutually agreed specifications to accommodate the requirements of both parties.
- 2.6.8 Both parties shall install, operate and maintain the link on their side of the POI.
- 2.6.9 The Link capacity and type shall be agreed by both parties.
- 2.6.10 Joint testing of the links shall be conducted as soon as possible, after both parties have connected their part of the link to the footway box.

- 2.6.11 The feasibility assessment of each ISI link request shall take at least 45 days from the date of acknowledgement of receipt by Mobily.
- 2.6.12 The cost of feasibility assessment shall be borne by the other party, whether or not the ISI link is implemented.
- 2.6.13 The cost of additional facilities required for the service shall be borne by the other party.
- 2.6.14 Both parties reserve the right to terminate the link in case of a risk to their network from that of the other party's.
- 2.6.15 The service shall be requested in accordance with article 5.1 of this RO.
- 2.6.16 The request shall be submitted in writing and the receipt will be acknowledged by Mobily, within 5 working days.
- 2.6.17 Mobily will assess the request and get back to the requester within 10 working days.
- 2.6.18 This will lead to negotiations between the two parties. The negotiations shall last for 30 days if only network conditioning is required and for 60 days, otherwise.
- 2.6.19 Both parties will negotiate in good faith, the technical specifications, charges and other terms and conditions.
- 2.6.20 Either party may instigate the dispute resolution process under article 1.10 of the RO, in case of failure of the negotiation process.
- 2.6.21 In case of successful negotiations, Mobily will start implementing the service in accordance with agreed timetable and the delivery times given in article 4.1 of this RO.
- 2.6.22 No changes in Mobily's network shall be implemented before the completion of all necessary preparations of the ISI link and payment of all agreed fees.

2.6.23 Other party may request Mobily to cease the service. Mobily will try its best to cease the service as soon as possible in accordance with article 1.8 of this RO.

c. Fees

2.6.24 Mobily will maintain accurate record of the ISI links provided under this RO, and for which it will bill the other party.

2.6.25 The fees shall be calculated based on the prices specified in article 7.

2.6.26 Bills shall be issued within 30 days of the end of each billing period.

2.6.27 Both parties shall cooperate and exchange information in order to resolve any disputes about the bills.

2.6.28 In case of missing information on either side, both parties will negotiate in good faith, to resolve the dispute.

2.6.29 All technical conditions shall be in accordance with Article 3.

d. Quality of Service parameters

2.6.30 Mobily shall provide the other Party with the same quality of service as it ensures for interconnection services within its own network.

## 2.7 Co-located interconnection

### a. Service Description

2.7.1 Co-located Interconnection (CI) is the provision of connectivity, and available colocation facilities inside Mobily's designated Nodes, to accommodate other party's transmission and other necessary equipment for termination of Mobile voice, SMS, MMS and Video call traffic. The POI will be established inside Mobily designated Nodes with available required collocation facilities.

2.7.2 Interconnection shall only be provided at the nodes designated for this purpose by Mobily.

2.7.3 The POI shall constitute the point of handover between the two parties. Both parties will own and maintain the network on their respective sides.

2.7.4 The CI link service does not include interconnection with third parties.

2.7.5 The CI link service is composed of the following parts.

- (i) The trunk cable connecting the ODF/DDF of one party with the ODF/DDF of the other party.
- (ii) Tie cables between Mobily's Assigned Termination Port and the DDF/ODF
- (iii) Tie cable between the DDF/ODF and the transmission equipment of the other party, both equipped with connectors;
- (iv) DDFs/ODFs;

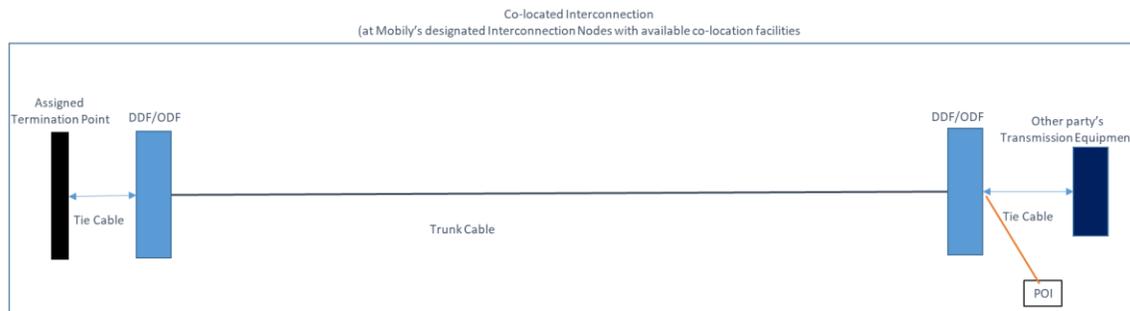


Figure 8 Co-located interconnection

b. Terms & conditions

- 2.7.6 In the case of new CI service, the other Party shall bear all applicable costs of preparation for provision of the required facilities.
- 2.7.7 The active and passive elements between the POI and the other Party's Node shall be part of the other Party's Network and shall be provided by the other Party.
- 2.7.8 The other Party shall not transfer any right and obligation connected with the CI Link Service to any third party.
- 2.7.9 The CI Link Service shall not include echo canceller circuit. The other Party shall obtain it, if required.
- 2.7.10 All necessary technical requirements for the provision of CI shall be agreed in advance, including the type and size of co-location space and associated facilities.
- 2.7.11 Both parties shall be responsible for appropriate operation and maintenance of the network on their respective side of the POI.
- 2.7.12 Both parties shall manage the detection and correction of faults in accordance with their standard operating practices.
- 2.7.13 Both parties shall have the right to suspend the service in case a fault in the other party's network is expected to affect their own network negatively. The suspension shall continue, until the correction of fault by the other party.
- 2.7.14 This service shall only be provided for connecting to Mobily's network. No CI link service shall be provided for connecting with other parties.
- 2.7.15 The request for the provision of this service shall be submitted in writing. Mobily will acknowledge the receipt of all requests within 5 working days of the receipt.
- 2.7.16 Mobily will complete the assessment of all received requests within 10 working days of receipt.

- 2.7.17 The assessment will be followed by negotiation between the two parties. This negotiation will be completed in 30 days if only network conditioning is required and 60 days otherwise.
- 2.7.18 In case of lapse of the above mentioned negotiation periods, either party may instigate the dispute resolution process in accordance with article 1.10 of this RO.
- 2.7.19 In case of successful completion of negotiation, Mobily will begin the required work in accordance with agreed timetable and the delivery schedule outlined in the article 4 of this RO. Mobily shall not be required to initiate any changes in its network before the completion of the negotiations.
- 2.7.20 The other party may request Mobily to cease the CI service at any time, by giving a written notice. Mobily will try to cease the service as soon as possible in accordance with the request of the other party and article 1.8.

c. Fees

- 2.7.21 Mobily will maintain accurate record of the CI link service provided under this RO, and for which it will bill the other party.
- 2.7.22 The fees shall be calculated based on the prices specified in article 7.
- 2.7.23 Bills shall be issued within 30 days of the end of each billing period.
- 2.7.24 Both parties shall cooperate and exchange information in order to resolve any disputes about the bills.
- 2.7.25 In case of missing information on either side, both parties will negotiate in good faith, to resolve the dispute.
- 2.7.26 All technical conditions shall be in accordance with Article 3.

d. Quality of Service parameters

2.7.27 Mobily shall provide the other Party with the same quality of service as it ensures for interconnection services within its own network.

### 3. Technical Aspects

#### 3.1 Switching network interconnection

3.1.1 The list below contains the name, function, switch manufacturer, and software release of Mobily's switches:

Exchange	Function	Site name
M112	Voice/Video Gateways	Riyadh-Malqa
M113	Voice/Video Gateways	Riyadh-Suly
M219	Voice/Video Gateways	Jeddah-Obhur
M220	Voice/Video Gateways	Jeddah-Fayha
M406	Voice/Video Gateways	Madina-Sultana
M3T1	Voice/Video Gateways	Rashid-Dammam
M1S7	SMS Gateways	Riyadh-Malga
M1S8	SMS Gateways	Riyadh-Suly
M2S5	SMS Gateways	Jeddah-Obhur
M2S6	SMS Gateways	Jeddah-Fayha
MMSC1	MMS Gateways	Riyadh-Malga
MMSC2	MMS Gateways	Jeddah-Fayha

#### 3.2 Interconnection links and routing

3.2.1 All routing shall be carried out in accordance with the National Numbering Plan, as published by CITC and amended from time to time.

3.2.2 The Parties shall manage the routing of outgoing calls up to the Network boundaries and incoming calls from the Network boundaries to their destination.

3.2.3 The Parties shall co-operate in good faith to minimize the impact of eventual congestions in their Networks on the other Party's Network. However, the other Party shall also use all efforts to reduce the impact of excessive Traffic in its affected Network, typically, for example, by call gapping, alternative routing and prioritization techniques.

- 3.2.4 The Parties shall pass onto the other the full CLI and CLIR for all calls, to the extent that these are available.
- 3.2.5 The other Party shall convey its Traffic to Mobily's Network as specified in the relevant Interconnection Agreement.
- 3.2.6 Changes to call routing shall be reflected in the Network Plan.

### 3.3 Synchronization

#### 3.3.1 Interoperation of independent master clocks

If the other Party has its own Primary Reference Clock and its parameters comply with the standards applied by Mobily's, the two Networks can operate with independent clocks in so-called Plesiochronous mode.

#### 3.3.2 Master/slave synchronization

Mobily shall enable the other Party to perform slave mode synchronization at the Pol. For this purpose Mobily shall assign one or more of the Interconnection Links provided by Mobily, which the other Party may freely use for synchronization. The maximum value of quality parameter of synchronization between the interoperating Interconnection switches "average error rate" shall be in compliance with Recommendation ITU G.822.

### 3.4 Interface standards and interoperability

- 3.4.1 The connection between Parties' Networks shall be implemented via TDM interfaces (E1/STM1/STM4) or IP interfaces (FE, GBE, 1G, 10G etc.) depending upon availability.
- 3.4.2 Specification of the applied equipment shall be in compliance with the relevant ITU-T Recommendations. The other Party shall connect to Mobily's Network only with interfaces that comply with the standards referred to in this clause.

### 3.5 Network interconnection

- 3.5.1 The connection between Parties' Networks shall be implemented in accordance with interfaces agreed in the interconnection agreement.
- 3.5.2 All used interfaces shall comply with the relevant ITU-T Recommendations
- 3.5.3 Specification of the applied equipment shall be in compliance with the relevant ITU-T Recommendations
- 3.5.4 In order to ensure smooth interworking the interconnecting parties shall comply with the technical requirements, including but not limited to the following:
  - 3.5.4.1 Transmission characteristics of Interconnection Links
  - 3.5.4.2 Dimensioning of Links
  - 3.5.4.3 Characteristics of switches
  - 3.5.4.4 Routing and Traffic management
- 3.5.5 Mobily's Network Interconnection Points shall be provided upon the request of the other party.

### 3.6 Signaling network interconnection

- 3.6.1 The signaling system applied by the Parties between the Interconnection switches shall be in compliance with the following parts of the SS7 standard applied in the Kingdom:
  - 3.6.1.1 Message Transfer Part (MTP), and
  - 3.6.1.2 ISDN User Part (ISUP)
- 3.6.2 These are defined in the applicable sections of the ITU-T Recommendations Q.710 to Q.709.

## 4. Service Level Agreement

### 4.1 Quality and grade of service

#### a. Delivery time

- 4.1.1 Mobily will endeavor to provide the Other Parties with the same quality of service that it offers, within its own network.
- 4.1.2 Both parties shall try to measure the quality of provided services on real time basis and will work in collaboration to ensure a high quality of standard in line with ITU and other applicable international standards.
- 4.1.3 The target service levels shall be measured as explained in this Article and are set for the following attributes:

CSI	Delivery Lead Times, Performance, Fault repair time
ISI	Delivery Lead Times, Performance, Fault repair time
CI	Delivery Lead Times, Performance, Fault repair time

- 4.1.4 The service level attributes shall not be applicable under force majeure (1.12)
- 4.1.5 Mobily's obligations under this RO shall cease to be applicable in case of an unreasonable delay in the fulfilment of its obligations by the other party. This includes access to sites, provision of information or any other applicable requirements.
- 4.1.6 Traffic and Quality of service reports shall be provided to the commission upon request and in accordance with Mobily's regulatory obligations.
- 4.1.7 Delivery Lead Times, from the end of order negotiation, for CSI links:

CSI link type	Lead time
New	20 weeks
Additional link to the same POI (without additional hardware requirement)	14 weeks

4.1.8 Delivery Lead Times, for CI and ISI links shall be determined on case-by-case basis.

b. Availability

4.1.9 Each interconnection link shall be fully available for 99.8 % of the time each quarter and 99.9% annually, for the conveyance of traffic.

4.1.10 Higher-level availability may be provided upon request, if the other party agrees to pay for additional link capacity and alternate routing.

c. Switching network Qos

4.1.11 Following parameters shall be measured in all of Mobily's switches, for each interconnect link, for determination of unsuccessful call termination ratios ( within the purchased port capacity):

Total number of all attempts (unsuccessful + successful)	100* unsuccessful Calls/ total Call attempts during the network busy hour
Total number of Successful Calls	total number of answered Calls total number of Calls to busy subscribers total number of unanswered Calls
Total number of unsuccessful Call	congestion due to non-availability of common resources technical faults in the network

4.1.12 All Interconnect links shall be dimensioned to keep the unsuccessful call rate below 2%.

4.1.13 Both parties will use the above measurements to keep this rate within target by considering alternate routes or increased capacity etc. with mutual agreement, in accordance with article 6.

4.1.14 Both parties shall have the right to instigate the dispute resolution process under article 1.10 in case of a failure to reach an agreement.

4.1.15 Both parties will inform the other party in case of detection of a fault in the interconnect links in accordance with article 5.6.

4.1.16 Mobily’s responsibilities with respect to the fault repair time will cease to be applicable in case the other party fails to report a fault in accordance with the relevant appropriate process.

4.1.17 Both parties will cooperate in the investigation and correction of faults.

d. Repair times

4.1.18 Repair times shall depend on the nature of faults.

4.1.19 Mobily will address such faults on priority, which are believed to be service effecting by both parties in accordance with Article 5.6.

4.1.20 Reported faults shall be resolved within the following timescales:

Fault repair ( service effecting)	<ul style="list-style-type: none"><li>• 95% within 12 hours</li><li>• 5% in 5 business days</li></ul>
Fault repair ( nonservice effecting)	<ul style="list-style-type: none"><li>• 85% in 36 hours</li><li>• 15% in 20 business days</li></ul>

4.1.21 The QoS measures shall be updated with mutual agreement of the parties involved, in view of the operational capabilities.

e. Penalties

Service	SLA	Penalty for noncompliance
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New Link installation time	20 weeks	1% of the pro rata daily charges for every extra day
Additional link to the same POI (without additional hardware requirement)	14 weeks	1% of the pro rata daily charges for every extra day
Network availability (annually)	99.8%	1% of the monthly charges per link
Fault repair ( service effecting)	<ul style="list-style-type: none"> <li>• 95% within 12 hours</li> <li>5% in 5 business days</li> </ul>	1% of the monthly charges per link
Fault repair ( nonservice effecting)	<ul style="list-style-type: none"> <li>• 85% in 36 hours</li> <li>• 15% in 20 business days</li> </ul>	1% of the monthly charges per link

## 5. Operational Processes

### 5.1 Service Ordering

- 5.1.1 While submitting a request for service, the other party shall submit detailed information as required by Mobily.
- 5.1.2 Mobily will notify the other operators about the sufficiency of the provided information in five working days. The notification will also include the list of missing information, if any.
- 5.1.3 If the provided information is considered appropriate and sufficient, the solution document will be shared with the other operator within one calendar month of the receipt of request.
- 5.1.4 Both parties will negotiate in good faith for finalizing the solution offered by Mobily and agreeing on the detailed implementation plan.
- 5.1.5 Both parties will be responsible for providing sufficient capacity and operation and maintenance of transmission equipment, on their side of the POI.

### 5.2 Network design and planning

- 5.2.1 Network design and planning of the Network Interconnect shall be in accordance with the Network Plan agreed between the Parties in the frame

work of the Joint technical and operational committee . The Network Plan shall relate to the next 2 (two) years.

- 5.2.2 In addition to the production of the Network Plan, the Parties shall revise the forecasts for existing Interconnection Links in the frame work of the Joint technical and operational committee . The forecast shall be included in the Network Plan and updated accordingly.
- 5.2.3 The forecasts provided between the Parties shall represent good faith expectations of capacity requirements of the Interconnection Links. The forecasting Party shall be committed to purchase at least 80% of the Interconnection Services forecasted for the first 6 (six) months, In the event that any Party requests activation of capacity beyond that forecasted, the other Party shall use reasonable endeavors to meet this requirement.

### 5.3 Network Alteration and Data Management Amendment

- 5.3.1 At least 1 (one) months' notice shall be provided by the Requesting Party to the Joint technical and operational committee for each Network Alteration request. The Requested Party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within 1 (one) month of receipt of a Network Alteration request.
- 5.3.2 Any Party shall notify the other Party, via the Joint technical and operational committee, of any significant changes made in its Network that may affect the conveyance and/or quality of the Traffic. The changing Party shall pay the costs of the other Party where its alterations cause the latter to change its system to continue to convey the Calls. Exceptions to this would be the case when the change has been agreed to or when the alteration is part of a planned upgrade program (such as deployment of new software, new numbering codes, network elements).
- 5.3.3 If the Requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any

circumstances, the Requesting Party shall be advised within 2 (two) weeks of receipt of the request. In these circumstances the Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution stipulated in Article 1.10 .

5.3.4 The Parties shall endeavor to minimize the number of Data Management Amendments in each other's Network by minimizing the level of digit analysis carried out in their respective Networks to the minimum required to ensure efficient Call routing and provide the Billing Information.

5.3.5 Forecasts, stipulated in Article 5.2.2 above , shall be revised every 6 (six) months.

5.3.6 In order to ensure the timely implementation of Data Management Amendments, the relevant notice shall be provided by the Party who is requesting the amendment at least 1 (one) month in advance of the requested implementation date to the Joint technical and operational committee .

5.3.7 If the Requested Party believes that it is not in a position to proceed with the requested Data Management Amendment, either within the timescales requested or in any circumstances, the Requesting Party shall be advised within 2 (two) weeks of receipt of the request. In these circumstances, the Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution stipulated in Article 1.10.

5.3.8 Data Management Amendments required to activate new Number Ranges or standard mobile subscriber number ranges as defined in the National Numbering Plan and allocated or amended by the CITC shall be carried out on a free of charge basis.

5.3.9 In relation to all other Data Management Amendment requests, where it is jointly agreed as being to the mutual and proportionate benefits of both Parties, or when there is a financial benefit accruing to the Requested Party, it shall be carried out on a free of charge basis.

## 5.4 Forecasting

- 5.4.1 The Other Party shall submit to Mobily a rolling forecast for the next two (two) years on a half-yearly basis.
- 5.4.2 The forecast shall be provided for traffic route capacity, interconnect link capacity& signaling capacity.
- 5.4.3 Forecast shall be managed in accordance with following high level process:
  - 5.4.3.1 Submission of initial forecast by the other party
  - 5.4.3.2 Agreed by Joint Technical Committee.
  - 5.4.3.3 Advanced Capacity Order (ACO) with commitment for twelve months.
  - 5.4.3.4 Submission of firm order
  - 5.4.3.5 Reforecast submitted in 6 months
  - 5.4.3.6 ACO extended for 6 months
- 5.4.4 Once agreed by the JTC, Mobily shall dimension the capacity of the Interconnection Links needed for the use of the Mobile termination services based on the forecast submitted by the Other Party.
- 5.4.5 If the other party fails to submit the forecast, or Mobily has reasons to believe that the forecast has not been provided in good faith, Mobily may instigate a dispute under article 1.10.
- 5.4.6 Both parties will have the right to recover unavoidable costs incurred due to the lack of alignment between the forecasted and ordered capacities.

## 5.5 Implementation

- 5.5.1 The Parties' Nodes, Points of Interconnection (Pols), technical content of the offered Interconnection Services and the Parties' associated responsibilities will be detailed in the Interconnection Agreement.
- 5.5.2 In the course of implementing this Interconnection Agreement the Parties shall do the following with the co-ordination of the Joint Working Committee (Joint technical and operational committee ):
  - 5.5.2.1 Amend the Network Plan in case of need
  - 5.5.2.2 Manage the forecasted changes in compliance with the Traffic, Route, and Capacity Forecasts.
  - 5.5.2.3 Conduct the relevant compliance tests before putting into operation of a Link or a previously not used Interconnection Service.
  - 5.5.2.4 Operate and maintain their Networks, including the provision of information, testing, traffic management and routing, safety measures, planned engineering work, and fault management.
  - 5.5.2.5 Manage accidental faults in a harmonized manner.
- 5.5.3 In the course of establishing Links the Parties shall take part in the preparation and operation of the site of the Pol according to their respective obligations.
- 5.5.4 The following information shall be exchanged by the Parties within 15 (fifteen) days reckoned from the date of signing an Interconnection Agreement:
  - 5.5.4.1 Traffic, Route, and Capacity Forecasts
  - 5.5.4.2 Persons with Entrance Permit

## 5.6 Fault management

- 5.6.1 Each Party shall maintain its own fault-reporting center, which shall be responsible for handling the fault between the Networks, coordinating fault clearance (including escalations) within its own Network and subsequently reporting the clearance of the fault to the other Party.
- 5.6.2 The Parties shall provide 24 (twenty-four) hour designated point of contact for fault
- 5.6.3 Any Party detecting a fault which may affect the Interconnection Services shall endeavor to inform the other immediately (within 15 minutes), regardless of the nature and ownership of the fault.
- 5.6.4 The Party that detects a possible fault shall process the fault report internally before requesting the assistance of the other Party in providing diagnostic support. Each Party shall make every effort to determine whether the fault is genuine and to identify the location.
- 5.6.5 All faults shall be reported using the Fault Report form provided in with the Interconnection Agreement and transmitted to the other Party by e-mail or fax to the designated point of contact.
- 5.6.6 The Fault Report shall include sufficient information to allow the recipient(s) to identify the fault, carry out diagnostics and progress the fault to restoration.
- 5.6.7 The Party reporting a fault to the other Party shall specify the classification of the fault reported, i.e. Whether it is Service Affecting or Non-Service Affecting as defined in the interconnection agreement. They shall also exercise their judgment and discretion and agree upon whether a Non-Service Affecting fault could eventually develop into a Service Affecting fault.
- 5.6.8 Following a Fault Report, the Parties shall agree on the ownership of the fault. The fault owner shall then assume responsibility for restoration, including

possible roll back to initial configuration when the fault came from a change, and the eventual report back of service restoration.

- 5.6.9 The owning Party shall endeavor to identify the fault and respond by telephone to the other Party within 1 (one) hour, indicating whether the fault has been identified, whether it accepts ownership of the fault and whether it is deemed Service Affecting or not.
- 5.6.10 The owning Party shall endeavor to repair the fault considering the targeted timeframes indicated in the interconnection agreement. Nevertheless, the Parties shall co-operate in any investigation, follow up actions, and keep each other informed by telephone on the status of the progress of the fault clearance in a timely manner.
- 5.6.11 Once the fault has been repaired, the Party in receipt of the initial Fault Report shall advise the other by telephone, fill the Fault Closure section on the form and return it to the sending Party.
- 5.6.12 The fault shall be considered to be cleared when the Party who initiated the Fault Report has accepted the fault clearance information or confirms a successful test within two (two) hours of receipt of Fault Closure. Where clearance is accepted, the clearance time shall be the time the owning Party reported the clearance by telephone.
- 5.6.13 At any time, any Party may change the designation of a fault. In such circumstances, the start time for such re-designation shall be the time the re-designation is sent by e-mail or fax to the other Party.

## 5.7 Escalation procedure

- 5.7.1 Effected party will inform its own first level contact point at the same time when it reports the fault to the other party's point of contact.

5.7.2 Effected party will maintain the communication links at the effected site, and share progress of the fault restoration with the other party.

5.7.3 Mobily’s Reporting levels are as follows:

Level	Name	email	Phone
Level0	Mobily NOC	tech.noc.im@mobily.com.sa	0560311500
Level1	Mohammed Alshammari	m.thiban@mobily.com.sa	0569128894
Level2	Abdulrahman Aldaher	a.aldaher@mobily.com.sa	0540005503
Level3	Mohammed Alshomar	m.alshomar@mobily.com.sa	0565663099

## 5.8 24x7 emergency channel

5.8.1 Each Party will provide contact details of persons reachable twenty-four 24X7. With respect to Mobily, the following contact information shall be used:

Mobily NOC	<a href="mailto:tech.noc.im@mobily.com.sa">tech.noc.im@mobily.com.sa</a>	0560311500
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## 5.9 Billing processes

### 5.9.1 **Recording and Storage of Billing Information**

5.9.1.1 For each individual Call for which the Billing Party collects end user payments, Billing Information shall be recorded (whether in bulk or on an itemized Call basis) and processed in accordance with Article 5.9.1.2 below.

5.9.1.2 The following Billing Information shall be recorded for each Interconnection Service, for which there is a Unit Price, based on the associated Call Data Records (CDRs):

- (i) Interconnection switch identifier
- (ii) The dialed digits and/or such other information as may be agreed upon by the Parties
- (iii) CLI (if available)

- (iv) The date and the time when the Answer Signal is received by the Party providing the Billing Information
- (v) Chargeable Call Duration (whether measured or derived)
- (vi) The type of Interconnection Service involved to the level of detail specified in the interconnection agreement

#### 5.9.1.3 The Billing Party shall store the Billing Information

- (i) For a period of 24 (twenty-four) months reckoned from the date of issuance.
- (ii) in such summary format and with such data content that is sufficient to recalculate the amounts due even with different (meanwhile changed) Unit Prices of the Interconnection Services concerned

#### 5.9.2 **Exchange of Billing Information**

##### 5.9.2.1 The Parties shall exchange Billing Information on the following occasions:

- (i) In the normal course of the billing cycles: before the issuance of the invoice, by delivering the Interconnection Usage Report by the Billing Party to the Billed Party to facilitate eventual reconciliation.
- (ii) In exceptional cases, when
  - (a) The Billing Party, due to loss of or corrupt data, does not have sufficient and/or reliable basic information for the calculation of the Revenue Charge for the given Billing period, thus the Billed Party is requested to deliver the missing data records.
  - (b) Interconnection Billing Reconciliation Process is conducted due to higher discrepancy than the maximum tolerance limit outlined in the interconnection agreement.
  - (c) Rectification of permanent discrepancy is necessary
  - (d) The Parties cannot solve a billing related dispute

##### 5.9.2.2 If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an

invoice, the other Party shall, at the request and reasonable expense of the Billing Party, use its reasonable endeavors to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the good-faith preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the other Party. The Parties acknowledge that the Billing Information supplied by the other Party pursuant to this article shall have been supplied by a suitable system and that neither Party can warrant that the information is free of error.

5.9.2.3 If the Parties' realize that their respective Billing Information is inconsistent for a period of 3 (three) consecutive months, they shall use their reasonable endeavors to ascertain the cause of such inconsistency, including

- (i) Reference of the matter for investigation and resolution by such appropriate independent consultant as the Parties may agree, or in lack of such agreement
- (ii) As may be nominated by the CITC. Such independent consultant shall act as an expert, not as arbitrator, whose decision shall be final and binding, unless his conclusions are obviously false. The Parties shall cooperate in such investigation. The independent consultant's costs for such investigation shall be paid by Parties in such proportions as the independent consultant shall decide on the basis of the Parties' relative role in causing the inconsistency.

5.9.2.4 In the event of undetected errors in the Billing Information, which result in either under- or over-invoicing and payment, any Party may request a review of the Billing Information for any Billing Period within 12 (twelve) months of the date of the end of that Billing Period. Regardless of such a potential retrospective review that may necessitate accounting correction, monthly invoices shall be handled by the Parties according to the normal practice.

5.9.2.5 If the Billing Information is not available to any Party at the time of producing the monthly invoice, it shall be generated on the basis of estimated Billing Information. This estimate shall be derived as described I interconnection agreement.

5.9.2.6 The Billing Party shall advise the Billed Party of the fact that the invoice is estimated, with the rationale for using estimates.

5.9.2.7 Final clearing of estimated invoices shall take place within 10 (ten) working days of the date of issue of the estimated invoice.

### 5.9.3 **Calculation of the Revenue Charge**

5.9.3.1 The Billing Party shall process the information specified in Article 5.9.1.2 above to produce the Interconnection Usage Report as described in interconnection agreement.

5.9.3.2 The Billing Period for the Traffic shall be the actual month, commencing at 00:00 hours on the first calendar day of the given month and ending at 24:00 (twenty-four) hours on the last calendar day of the same month.

5.9.3.3 Revenues for a particular Billing Period shall be considered from the date of issuing the relevant Ready for Service (RFS) certificate.

5.9.3.4 Revenues for the individual Interconnection Services shall be calculated in accordance with the charging structures outlined in the interconnection agreement. The following principles shall be observed in general:

- (i) The Installation Fee, if any associated with the given Interconnection Service, shall be applied in the Billing Period when it started.
- (ii) The Rental Fee, if any associated with the given Interconnection Service, shall be applied irrespective of the Traffic. Any partial month, at the start of providing the given Interconnection Service, shall be considered on a pro rata basis.
- (iii) The Call-Based Rate, if any associated with the given Interconnection Service, shall be applied on a per-Call basis to calculate the Call-Based Fee.
- (iv) The Time-Based Rate, if any associated with the given Interconnection Service, shall be applied only for Completed Calls on the basis of the relevant Chargeable Call Duration. For charging and accounting purposes, Calls with

Time-Based Rate shall be considered to fall entirely within the Billing Period in which they started.

#### 5.9.4 **Billing Reconciliation**

5.9.4.1 Within 15 (fifteen) working days from the end of the Billing Period the Interconnection Usage Report shall be provided to the Billed Party by the Billing Party for reconciliation purposes. Upon receipt the Billed Party shall check it for potential discrepancy by comparison with the counterpart data recorded by the Billed Party for the same Billing Period.

5.9.4.2 If the discrepancy between the Revenue Charges calculated by the Parties for the given Billing Period is a maximum of 2 % (two percent) or SAR 40,000, whichever is higher, for a particular Interconnection Service, the Billed Party shall accept the Revenue Charge and there shall be no Interconnection Billing Reconciliation Process for the given Billing Period.

5.9.4.3 If the Billed Party disputes the Revenue Charge because the discrepancy is higher than the maximum tolerance stipulated in Article 5.9.4.2 above, a request for recalculation of the disputed Revenue Charge shall be submitted to the Billing Party upon receipt of the Interconnection Usage Report. The Interconnection Billing Reconciliation Process shall start in the frame of the Joint Working Committee (Joint technical and operational committee ) within 2 (two) weeks reckoned from the Billed Party's such request.

5.9.5 During the Interconnection Billing Reconciliation Process, the Parties shall work together in the Joint technical and operational committee in good faith, taking more frequent measurements and exchanging detailed information, if necessary.

5.9.6 The timeframe to reach a final reconciliation of the invoice in dispute shall be a maximum of three (three) months from the date of receipt of the Billed Party's request for calculation. If a resolution is not reached within this time period, the matter shall be resolved according to the formal dispute process referred to in Article 1.10 of this reference offer.

### 5.9.7 **Invoices**

5.9.7.1 After 8 (eight) working days from sending the Interconnection Usage Report, the Billing Party shall invoice the other Party.

5.9.7.2 Invoices (including those based on estimated information) shall be dated as of their date of physical delivery.

5.9.7.3 Invoices shall be acceptable in both, electronic and paper form.

5.9.7.4 When paper form is used, two copies shall be issued by the billing party. The Billed Party shall acknowledge the receipt electronically or by signing with date, one of the hard copies, as proof of delivery and return it to the Billing Party.

### 5.9.8 **Payment**

5.9.8.1 Subject to Article, 5.9.8.25.9.8.2 below Invoiced Revenue Charges shall be payable not later than their Due Date.

5.9.8.2 If the Billed Party notified the Billing Party pursuant to Article 5.9.4.12 above but the associated Interconnection Billing Reconciliation Process has not been closed before the Due Date, the disputed amount shall be split between the Parties on a 50%-50% basis. The invoiced Revenue Charge less the Billing Party's share of the disputed amount shall be due and payable by the Billed Party not later than the Due Date.

### 5.9.9 **Billing Disputes**

5.9.9.1 Billed party can raise a dispute about the received bill within three weeks of receipt of the invoice.

5.9.9.2 Billing disputes between the Parties shall be resolved in accordance with Article 1.10 (Dispute Resolution).

## 6. Management of Interconnection

### 6.1 Joint technical and operational committee

- 6.1.1 The Parties shall set up and maintain a bilateral Joint Technical and Operational Committee to manage all forecasting, ordering, technical, operational, procedural, billing, and accounting related issues of the Interconnection Services provided under this RO.
- 6.1.2 The organizational structure of the Joint Technical and Operational Committee shall be detailed in the interconnection agreements.
- 6.1.3 The Key Account Managers shall lead their own Working Committees as co-coordinators and main communication gates between the Parties.
- 6.1.4 The counterpart managers of the Parties shall be entitled to communicate with each other directly with parallel notification of their respective Key Account Managers.
- 6.1.5 The Joint Technical and Operational Committee can be convened by any Key Account Managers
  - 6.1.5.1 On an ad hoc basis in case of need, and
  - 6.1.5.2 Regularly, if this deemed appropriate by the Key Account Managers, but at least half-yearly to manage the forecasted needs.
- 6.1.6 If there is a difference or dispute between the Parties within the Joint technical and operational committee, or the addressed issue is out of the scope and authority of the Joint technical and operational committee, it shall be escalated to the next level of the Parties' management as indicated in the interconnection agreement.

### 6.2 Planned network changes

- 6.2.1 For any planned engineering work within one of the Parties' Networks, which results in momentary outage of the Interconnection, the Party carrying out the

engineering work shall inform the other Party in accordance with the procedure detailed below.

- 6.2.2 The details of the work to be carried out shall be recorded and communicated on the "Advice of Planned Engineering Work" form in agreed and described in the Interconnection Agreement. The Advice form shall state the date, time and duration of such works, the impact to the conveyance of Calls between the Parties' Network, any management procedures required, and any contingency measures to be taken by either or both Parties. The schedule and duration of the planned work proposed by the requesting Party shall be agreed upon by the other Party before commencement of such works.
- 6.2.3 The Requesting Party, prior to any planned engineering work, shall give at least five (five) working days advance notice to the other Party.
- 6.2.4 The Requesting Party shall notify the other Party when the work is complete by filling the relevant section of the "Advice of Planned Engineering Work" form, which shall be transmitted to the other Party without unnecessary delay.

## 7. Interconnection Service Pricing

### 7.1 General Principles

- 7.1.1 Mobily shall charge the relevant Time-Based Fee, calculated by multiplying the Time-Based Rate with the length of the Chargeable Call Duration of the particular Call based on the collected CDRs from Mobily switches.
- 7.1.2 In respect to SS7 signaling messages needed for the provisioning of the Call Termination service, the Time-Based Fee includes the cost of transferring of the associated signaling messages as well. Requests to transfer of additional SS7 signaling messages shall be subject to a separate commercial agreement.
- 7.1.3 All prices included in this RO are exclusive of Value Added Tax (VAT), which shall be invoiced separately, to the OLO.

### 7.2 Charges for Wholesale Termination Services

- 7.2.1 Charges for termination of calls and SMSs on Mobily's mobile number ranges shall be in accordance with the terminations rates set by the CITC. Current rates are listed below:

Service	Current price in Halalah
Mobile Voice Call Termination	2.2/Minute
SMS termination	7.5/SMS
MMS termination	15/MMS
Video call termination	50/Min

### 7.3 Charges for Customer Sited interconnection (only for termination of Mobile Wholesale traffic on Mobily's network),

#### STM-1

Setup	SAR. 20000
Link (Per annum)	SAR. 150000
Port( Per annum)	SAR. 192000
Total annual rent	SAR. 339000

#### STM-4

Setup	SAR. 20000
Link (Per annum)	SAR. 150000
Port( Per annum)	SAR. 230400
Total annual rent	SAR. 380400

E1

Setup	SAR. 5000
Local MRC	SAR. 2100
Long Haul MRC	SAR. 6700

#### 7.4 Charges for In Span interconnection & Collocated Interconnection

Survey charges, set-up charges and annual rental shall be agreed between Mobily and service seeker, at the time of request.

#### 7.5 Charges for IP Interconnection

Survey charges, set-up charges and annual rental shall be agreed between Mobily and service seeker, at the time of request.

End of Document

## **Annex-A List of POIs**

The POIs shall be provided upon request by the other party.