



LICENSE

for the provision of

Public Satellite Telecommunications Networks and Services

issued by

The Supreme Council of Information and Communications Technology – ictQATAR

issued to:

Qatar Satellite Company “Es’hailSat”

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The Supreme Council of Information and Communications Technology – ictQATAR (**Supreme Council**) hereby grants to

Qatar Satellite Company “Es’hailSat”

Commercial Reg. No. 46978

PO Box 10653 Doha Qatar.

(the **Licensee**) this individual license (the **License**) to provide the Authorised Telecommunications Networks and Services as set out in Annexure B subject to the terms and conditions set forth in the License.

WHEREAS, Decree Law No. (34) of 2006 on the promulgation of the Telecommunications Law (the **Telecommunications Law**) was decreed by the Emir of the State of Qatar, His Highness Sheikh Hamad Bin Khalifa Al-Thani, to liberalize and open to competition the telecommunications sector in the State of Qatar;

WHEREAS, the Supreme Council is the authority responsible for regulating the telecommunications sector and licensing service providers who to own, establish or operate telecommunications networks or provide telecommunications services in the State of Qatar;

WHEREAS, the Supreme Council has statutory objectives to promote the telecommunications sector, enhance its performance and establish a licensing regime for service providers;

WHEREAS, in accordance with Article 3 and Chapter Three of the Telecommunications Law, the Supreme Council has granted the License to Qatar Satellite Company “Es’hailSat” to provide Public Satellite Telecommunications Networks and Services with the objective of establishing a fair and effective regime that meets the requirements of the Telecommunications Law and promotes the development of a competitive telecommunications sector.



PART I BASIC PROVISIONS

1. Structure of License

The License consists of two parts:

Part I contains the basic provisions of the License.

Part II consists of Annexures A – K, which form an integral part of the License and provide additional details with respect to the rights, obligations and authorised activities of the Licensee.

2. Definitions

The words and expressions used in the License have the meanings set forth in the Telecommunications Law, Executive By-Law for the Telecommunications Law, regulations issued pursuant to the Telecommunications Law and the License.

3. Legal Nature of the License

The License is a unilateral administrative grant by the State of Qatar acting in the public interest through the Supreme Council, and is issued pursuant to a decision of the Supreme Council authorising the Licensee to provide the specified Authorised Telecommunications Networks and Services, pursuant to and in accordance with the Telecommunications Law, the Executive By-Law, the terms and conditions of the License and its Annexures, relevant legislation and international treaties, and any regulations, decisions, orders, rules, instructions or notices issued by the Supreme Council before or after the Effective Date (hereinafter, collectively referred to as the **Applicable Regulatory Framework**).

4. Compliance Obligation of the Licensee

The Licensee shall comply (and shall cause its officers, subcontractors and agents to comply) with the terms and conditions of the License (including its Annexures) and with all other aspects of the Applicable Regulatory Framework, including any amendments thereto that may be adopted from time to time.

5. Activities, Facilities and Services Covered by the License

The Licensee is hereby authorized to establish, install, operate and provide to the public on a non-exclusive basis the Authorized Telecommunications Services by means of the Authorized Telecommunications Network in accordance with the requirements of Annexure B and otherwise subject to the conditions and requirements of the Applicable Regulatory Framework. The Licensee is further authorized to provide such other necessary and associated services and activities as are necessary for the establishment, installation, operation and provision of such telecommunications networks and services.

6. Geographic Scope of License

The Licensee is authorized to provide the Authorized Telecommunications Networks and Services and engage in any related activities and service provision within the State of Qatar and between the State of Qatar and other countries subject to the Applicable Regulatory Framework and the legal and regulatory requirements of those countries.

7. Radio Spectrum Licenses

The Licensee may request radio spectrum for defined requirements of the License.

8. License Term

The License shall be valid for a period of 25 (twenty five) years beginning on the Effective Date.

9. Non-Discriminatory License Provisions

The basic terms and conditions of the License shall not differ in any material respect from the licenses granted by the Supreme Council to other Persons for the provision of the same or similar networks and services, unless differential treatment is necessary to address circumstances that are particular to an individual service provider or to promote fair and effective competition, or is otherwise permitted or required by the Applicable Regulatory Framework.

10. Obligations of the Licensee to Retail Customers

10.1 The Licensee shall provide services to Retail Customers in accordance with terms and conditions that comply with the Applicable Regulatory Framework, including, among other things, the tariff procedures, service continuity, procedures for disconnection and quality of service obligations set forth in Annexures D and E. Unless mutually agreed otherwise in writing with a Retail Customer, within twenty (20) days following the end of each Billing Period, the Licensee shall provide free of charge to its residential or single-line business Retail Customers (other than pre-paid Customers) an itemized bill in a format that is clear, legible and easily understood, for any and all services provided by the Licensee during the Billing Period. If the Licensee is designated by the Supreme Council as dominant in a specified retail market or markets, the Licensee also shall comply with the relevant provisions of Annexure I and any relevant decisions, orders, rules or regulations that may be issued by the Supreme Council.

10.2 The Licensee may not suspend, cancel, withdraw or disrupt the provision of any type of Mandatory Service from any class or group of Retail Customers without the prior approval of the Supreme Council, except in the case of scheduled mandatory or essential test procedures or repair or upgrade works of limited duration that are timed to minimize disruption to customers and other users, or in the case of Force Majeure. The Licensee shall provide to the Supreme Council at least 60 days' written notice of any such action that it proposes to take and shall comply with any applicable procedures that may be established by the Supreme Council, including giving sufficient notice to affected Customers. In the event of disruption of any Mandatory Service due to instance of Force Majeure, the Licensee shall promptly inform the Supreme Council and affected Customers and work with other service providers to establish priority repair and restoration plans to ensure that service is restored as soon as is practically possible.

11. Obligations of the Licensee to Wholesale Customers

The Licensee shall provide facilities and services to its Wholesale Customers in accordance with the pricing, interconnection, access, collocation, site sharing, roaming, wayleave coordination, quality of service and other obligations prescribed by the Applicable Regulatory Framework, including those set forth in Annexure F of the License. If the Licensee is designated by the Supreme Council as dominant in a specified market or markets, the Licensee also shall comply with the relevant provisions of Annexure I and any relevant decisions, orders, rules or regulations that may be issued by the Supreme Council.

12. Authorizations and Approvals from Other Relevant Entities



The Licensee shall be responsible for securing all necessary planning permissions, construction permits, easements, rights of way or other authorizations necessary for it to construct its network.

13. Payment of Fees and Contributions

The Licensee shall be subject to the terms and conditions relating to fees and contributions as set out in Annexure H of the License.

The Supreme Council may determine the method and timing of payments of fees and contributions and will notify the Licensee thereof in writing. The payment rules and procedures determined by the Supreme Council are binding upon and enforceable against the Licensee immediately upon their receipt by the Licensee.

14. Other Compliance Obligations of the Licensee

14.1 Notwithstanding Clause 3, in conducting its business the Licensee shall comply with the Applicable Regulatory Framework. This shall include, where applicable, all decisions and regulations issued by the Supreme Council including but not limited to those governing:

- (a) complaints and dispute resolution;
- (b) consumer protection;
- (c) numbering;
- (d) radio spectrum;
- (e) interconnection and access;
- (f) pricing and tariffs;
- (g) competition;
- (h) equipment types, standards and approval; and
- (i) licensing and rule making procedures.

14.2 The Licensee shall take all reasonable and practicable steps and measures necessary to adapt its business practices and processes, organizational structure, infrastructure design and configuration or other aspects of its business to facilitate and not hinder or prevent competition in the telecommunications sector, in accordance with the Applicable Regulatory Framework.

14.3 The Licensee shall not engage in any anticompetitive practices that prevent, hinder or substantially lessen competition as stipulated in the Applicable Regulatory Framework, including the provisions of Annexure I of the License where applicable. The Licensee shall comply fully, promptly and in good faith with any remedial decisions, orders, rules or instructions that may be issued by the Supreme Council after evaluating the evidence and providing the Licensee an opportunity to be heard in respect of allegations of anticompetitive practices.

14.4 The Licensee shall not pass on to its Customers any of the costs associated directly or indirectly with any fines, penalties and/or sanctions that may be imposed in accordance with the Applicable Regulatory Framework or any payments made under any Bond in respect of any Secured Obligations that may be stipulated by the Supreme Council.

15. Breach of License

The Licensee shall be liable for all breaches of the License whether caused or carried out by itself or its servants or agents or by a Person acting on its behalf. Failure to comply with any of



the terms of the License, or with any other terms or provisions of the Applicable Regulatory Framework, shall be a breach of the License. Following consultation with the Licensee and, where appropriate, other licensees or the general public, the Supreme Council shall determine whether a breach of the License has occurred.

16. Enforcement Powers of the Supreme Council

The Supreme Council shall have the enforcement powers vested in it by the Applicable Regulatory Framework. Except in situations involving imminent and irreparable harm to Persons or property or where necessary to serve the public interest, as determined solely by the Supreme Council, the Licensee will be given written notice of the basis for any proposed enforcement action taken against it, a brief opportunity to respond to the notice, and a short period of time in which to comply with any final enforcement decision issued by the Supreme Council, prior to the imposition of any penalties or sanctions. The time periods for responding to an enforcement decision and compliance with the same shall be prescribed by the Supreme Council with due regard to the relevant circumstances, in the absence of specific procedures established by the Applicable Regulatory Framework.

17. Penalties and Sanctions

17.1 If the Licensee fails to comply with an enforcement order of the Supreme Council, the Licensee shall be subject to the penalties and sanctions permissible under the Applicable Regulatory Framework, including requiring the filing of an appropriately-sized surety or similar performance bond.

17.2 If the Supreme Council determines in its sole discretion that:

- (a) the Licensee is contravening or has contravened a material provision of the License or the Applicable Regulatory Framework, and/or
- (b) there is a reasonable likelihood that the Licensee will engage in repeated violations of the same, irrespective of the imposition of penalties or sanctions; and/or
- (c) the cumulative effect of these violations will be to impede the introduction, development or maintenance of effective competition in the telecommunications sector,

the Supreme Council may, after consultation with the Licensee and other interested parties and full consideration of all of the relevant evidence, amend the License to require the structural, operational or organizational Separation of the Licensee's business activities as it deems necessary.

18. Reference for Criminal Proceedings

Following investigation, conduct by the Licensee may be referred to the relevant authority for further investigation and/or criminal proceedings for any violation of the Applicable Regulatory Framework which involves any of the offences set forth in Articles (64)–(71) of the Telecommunications Law.

19. Treatment of Customer Communications and Data

19.1 The Licensee shall not collect, use, process, maintain, store or disclose (hereinafter

collectively, "use") Customer information except as permitted or required by the relevant provisions of applicable laws and regulations or with the informed consent of the Customer. The Licensee is permitted to use Customer information for all business purposes or as agreed with Customers or in accordance with any Customer notice and consent and any applicable laws and regulations and the Applicable Regulatory Framework.

19.2 The Licensee shall take all reasonable steps to ensure the non-disclosure and confidentiality of Customer communications at all times and shall establish reasonable technical and organizational measures to prevent the unauthorized or illegal disclosure of Customer communications and data. This obligation, however, shall be subject to the requirements of any regulations that may be adopted by the Supreme Council with respect to Customers wishing to take-up services from a competing duly licensed service provider. The Licensee shall not intercept, monitor, record or alter the content of a Customer's communications except with the Customer's specific prior consent or as expressly permitted or required by this License, applicable laws or regulations.

19.3 Nothing in this Clause 20 shall be construed as preventing or impeding the Licensee's access to or transfer of stored or processed data that is associated with and necessary for the efficient set-up, establishment, development, delivery, leasing or billing of the Licensed Telecommunications Networks and related services.

19.4 The Licensee shall not utilize or manipulate information about Customers that is obtained in the course of developing or providing the Authorized Telecommunications Networks and Services and Ancillary Services pursuant to the License in a way that would have the effect of preventing or hindering competition in the sector or in the provision of such networks and related services.

20. Lawful Interception and Security and Network Blocking

20.1 The Licensee shall make available to duly authorized law enforcement agencies of the State of Qatar upon request all stored information that is held by the Licensee and shall otherwise cooperate with such authorities in accordance with procedures established by applicable laws and regulations.

20.2 The Licensee shall comply with the requirements of the authorized agencies of the State of Qatar relating to national security and with the directions of governmental bodies in cases of public emergencies, and it shall implement any orders and instructions of the Supreme Council with respect to service issues related to same.

20.3 In exercising its responsibilities under this Clause 21, the Licensee shall be guided by the principle that end users should not be impeded by their service provider from accessing and distributing lawful content or running any lawful application or services, except in cases where the Licensee is required to intercept, block or otherwise impede such transmissions by a duly authorized agency of the State of Qatar or is otherwise authorized to do so in accordance with the laws of the State of Qatar.

21. Access to Premises and Information

21.1 The Licensee shall cooperate fully in allowing employees of the Supreme Council vested with the power of judicial seizure to enter the Licensee's premises on demand, obtain access to the Licensee's records and documents, and inspect equipment and telecommunications systems or any other related items.

21.2 The Licensee shall provide true and complete responses on a timely basis to all information requests issued by the Supreme Council and shall comply in good faith with any reporting and monitoring requirements issued by the Supreme Council in accordance with procedures established by the Applicable Regulatory Framework.

22. Renewal of the License

22.1 The Licensee may apply for renewal of the License no earlier than thirty-six (36) months and no later than twelve (12) months prior to the date of expiry of the License. Subject to consultation with the Licensee and other interested parties, the Supreme Council will determine in its sole discretion whether to approve the application and grant a renewal under the same or revised terms and conditions.

22.2 The License may be renewed for a period specified by the Supreme Council, which shall not be less than five (5) years, if the Supreme Council determines that the Licensee has complied in all material respects with the terms of the License and the Applicable Regulatory Framework.

22.3 The License may be amended upon renewal if the Supreme Council determines that modification of the License terms is necessary to address material changes in circumstances, including but not limited to, technology advancements and market developments, or in accordance with any provisions of the Applicable Regulatory Framework relating to the amendment of licenses.

22.4 The Supreme Council shall notify the Licensee of its intent to either renew or decline to renew the License within six (6) months of receiving an application for renewal.

23. Amendment, Suspension and Revocation of License

The Supreme Council may amend, suspend or revoke the License, in whole or in part, pursuant to the procedures, terms and conditions set out in the Applicable Regulatory Framework. The License may be revised by the Supreme Council from time to time as necessary to bring its terms into conformity with the Applicable Regulatory Framework.

24. Continuity of Service in the Event of Non-Renewal, Suspension or Revocation of License

In the event of non-renewal, suspension, revocation or termination of the License, the Licensee shall cooperate fully with the Supreme Council in implementing all measures necessary to ensure continuity of service and avoid disruption for Customers during any migration to a licensed service provider.

25. Assignment of License

The Licensee may not assign the License, and the License will not be deemed to be assigned by contract, by operation of law or for any other reason, without the prior written approval of the Supreme Council in accordance with the provisions of the Applicable Regulatory Framework.

26. Transfer of Control

26.1 Control of the Licensee shall not be affected by any transaction or series of transactions without the prior written approval of the Supreme Council, in accordance with the provisions of the Applicable Regulatory Framework.

26.2 If the Licensee decides to undertake, or becomes aware of, any transaction or arrangement having as a consequence or intended consequence a Transfer of Control

of the License, the Licensee shall deliver to the Supreme Council a written notification describing such transaction within a period of not less than sixty (60) days prior to the intended completion date of the transaction or as soon as the Licensee becomes aware of any third party transaction. The notification shall in reasonable detail and with sufficient clarity identify the parties to the transaction, including their respective Affiliates or any related Persons, and shall summarize the nature of the transaction, including the intended completion date. The Licensee shall provide such other information, and comply with any other procedural requirements, as may be specified in the Applicable Regulatory Framework.

27. Governing Law and Language of License

The License, which is rendered in the English language, shall be governed by and interpreted in accordance with the laws of the State of Qatar.

28. Performance bonds

28.1 The Licensee shall be required to guarantee the fulfilment of any obligation which the Supreme Council may expressly designate as a Secured Obligation with a performance bond.

28.2 In order to guarantee performance of any Secured Obligations, the Licensee shall provide to the Supreme Council a Performance Bond in accordance with Annexure K. The Performance Bond shall be issued or endorsed by a bank operating in the State of Qatar and shall be in the amount specified by the Supreme Council.

29. Representation before International and Governmental Organizations

Upon request of the Supreme Council, the Licensee shall provide technical assistance and support to the Supreme Council in connection with the latter's representation of the State of Qatar before, and participation in, regional and international governmental organizations and fora, including the International Telecommunication Union.

30. Publication

The Supreme Council may publish all or any details of the License on its official website or elsewhere, with the exception of those aspects that the Supreme Council in its sole discretion determines to be commercially sensitive or confidential, based upon a timely and justified request made by the Licensee.

31. Deadlines for Performance or Response by the Licensee

References in the License to the number of "days" within which the Licensee shall act mean calendar days unless otherwise specified in the relevant provision of the License. The Supreme Council may, in its sole discretion, grant an extension of any deadlines set forth in this License, including its Annexures.

32. Notices

Notices in connection with the License shall be in writing, and in the English language; and

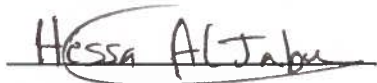
- (a) for the Supreme Council, shall be marked for the attention of the Secretary General, Fax No.:+974 4499 5361, at the offices of ictQATAR, located at Level 19, Al Nasser Tower B, Post Office Roundabout, Al Corniche, Doha, Qatar;
- (b) for the Licensee, shall be marked for the attention of the Chief Executive Officer, Fax

No. +974 4499 3504, at the offices of Qatar Satellite Company "Es'hailSat", P.O. Box 10653, Doha, Qatar.

A notice in connection with the License shall be deemed to have been received at the time of receipt if sent by courier or hand-delivered or on the next business day following the date of transmission if sent by facsimile (such transmission to be evidenced by automatic answer-back).

For the Supreme Council of Information and Communication Technology - ictQATAR

Signed by



Dr. Hessa Al Jaber

Minister of Information and Communication Technology

Dated: 7 October 2013

PART II ANNEXURES



Annexure A Definitions

The words and expressions used in the License shall have the meaning assigned by the relevant provisions of the Applicable Regulatory Framework when used herein.

Words and expressions which are expressly defined for purposes of the License are set forth below or are identified in the boldface type where they are defined in the body of the License or its Annexures. Any terms that are not defined by the License or the Applicable Regulatory Framework shall be defined in accordance with the definitions applied by the International Telecommunication Union or in the absence of same, international best practice.

The terms and expressions listed below shall be defined as follows unless the specific context requires otherwise, in line with the Applicable Regulatory Framework.

Affiliate: any legal Person that directly or indirectly, (i) controls, (ii) is controlled by, or (iii) is under common control with another Person. An unaffiliated Person is a Person that is not an Affiliate.

Applicable Regulatory Framework: including but not limited to the Telecommunications Law, the Executive By-Law, regulations, instructions, orders, notices, Licenses and decisions issued by the Supreme Council.

Assignment: any transfer of the License from the Licensee to another Person including without limitation, a change of control of the Licensee.

Authorized Telecommunications Networks: the telecommunications network, equipment or facilities authorized by Annexure B, Section 1 of the License.

Authorized Telecommunications Services: the services authorized by Annexure B, Section 2 of the License.

Billing Period: a period that is approximately thirty (30) days in duration and during which Services are provided to an individual Customer.

Bond: a performance bond or bank guarantee or other form of surety approved by the Supreme Council in accordance with the requirements of Annexure K of this License.

Calendar Year: a period of time commencing on 1 January and terminating on the immediately following 31 December, under the Gregorian calendar.

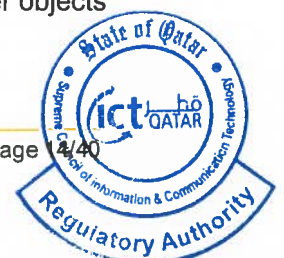
Customer: any subscriber, user or consumer of telecommunications services, whether an individual, corporation, governmental body or any other public or private legal entity and regardless of whether the services are acquired for the customer's own use or for resale.

Day: calendar day, if not otherwise explicitly specified.

Dominant Service Provider: a service provider that has been designated by ictQATAR to be a dominant service provider in one or more markets in accordance with the Telecommunications Law and the Executive Telecommunications By-law.

Earth Station: a **Station** located on the surface of the earth or within the major part of the earth's atmosphere and intended for communication with:

- one or more **Space Stations**; or
- with one or more **Earth Stations** by means of one or more **Satellites** or other objects in space.



Effective Date: the date of the grant of the License.

Executive By-Law: the Executive By-law for the Telecommunications Law No. 1 of 2009 issued by the Supreme Council.

Fixed Telecommunications Network: a telecommunications network that facilitates the conveyance of signals by means of wireline or wireless facilities between points at fixed locations on the network.

Force Majeure: a devastating act of nature or other disaster that is beyond the reasonable control of the Licensee, including but not limited to earthquakes, floods, widespread fires, tropical storms, or acts of war or terrorism.

International Gateway Facilities: telecommunications facilities and physical plant utilized in the State of Qatar to enable a Public Telecommunications Network to connect with and switch traffic to or from foreign public networks, including via terrestrial links, undersea cables, or satellite (apart from Very Small Aperture Terminals that are used for the provision of satellite services over Private Networks), and also including international transit links.

Licensee : the Person who is the holder of this License.

Person: a natural or legal person of any type or form.

Public Fixed Telecommunications Network: any wireline or wireless network over which Public Fixed Telecommunications Services are made available to the general public on a commercial basis.

Public Fixed Telecommunications Service: any telecommunications service, including voice, data or video, that is provided by a holder of a Public Fixed Telecommunications Networks and Services License to the public on a commercial basis over a Fixed Telecommunications Network, but excluding Mobile Services.

Public Telecommunications License: a license granted by ictQATAR that is expressly identified as a License for the provision of Public Telecommunications Networks and Services and that authorizes the provision of services to the general public on a commercial basis.

Public Telecommunications Licensee: an entity holding a Public Telecommunications Networks and Services License issued by the Supreme Council to authorise that entity to provide networks and services to the public on a commercial basis.

Public Telecommunications Services: telecommunications services that are authorised or required to be provided under a Public Telecommunications License.

QoS: Quality of Service.

Radio Equipment: a product, or relevant component thereof, capable of communication by means of the emission and/or reception of radio waves utilising the spectrum allocated to terrestrial and/or space **Radiocommunication**.

Retail Customer: an end user Customer who takes service under a service provider's retail tariffs.

Revenue: total income received by the Licensee in connection with networks and services provided under the License, including related investments or savings.

RIO: Reference Interconnection Offer.



Satellite: a Space Station which revolves around another body of preponderant mass and which has a motion primarily and permanently determined by the force of attraction of the other body.

Space Station: a **Station** located on an object which is beyond, is intended to go beyond, or has been beyond, the major portion of the earth's atmosphere.

Station: Apparatus or Radio Equipment comprising one or more transmitters or receivers or a combination of transmitters and receivers, including the accessory equipment, necessary at one location for carrying on a **Radiocommunication Service**.

Secured Obligation: any obligation that is expressly designated by this License or the Applicable Regulatory Framework as requiring the lodging of a Bond or other surety approved by the Supreme Council to guarantee performance of the obligation.

Service Level Agreement: agreement between the Licensee and a Customer containing the terms and conditions for the provision of services to that Customer including those requirements required by the License and by the Applicable Regulatory Framework.

Separation: a regulatory remedy that may be ordered by the Supreme Council requiring a division of the business operations, assets and/or organizational structure of a service provider for the purpose of deterring, or facilitating the detection of, anticompetitive conduct, as follows: (1) division into two or more separate legal entities, including by means of partial or complete divestiture, (2) division into segregated organizations or functions, or (3) segregated accounts in accordance with rules prescribed by the Supreme Council.

Space Segment Capacity: the radio bandwidth available on the up and downlink to/from a Satellite.

Supreme Council: The Supreme Council of Information and Communications Technology – ictQATAR

Tariff: any statement of prices, rates, charges or other compensation of any form (including related service descriptions or terms and conditions such as rebates, waivers or discounts) offered by a service provider regarding any of its services.

Telecommunications Law: means the Telecommunication Law Decree “34” of 2006;

Teleport: an area with multiple antennas that functions as a hub connecting satellite networks with a terrestrial telecommunications network. A Teleport may connect satellite networks to customer premises directly, or through access with and interconnection to existing networks.

Transfer of Control: the transfer from one Person to another of the power to exercise decisive influence over, or to determine the actions of, another Person in any manner, whether directly through the ownership of shares, stocks or other securities or voting rights, or indirectly through an agreement or arrangement of any type. Any Person that has, directly or indirectly at its disposal, at least 5% of the voting rights in another Person shall be presumed to be in control of such other Person absent clear evidence to the contrary.

Transponder: Radio Equipment which receives radio transmission on one frequency and retransmits the same radio transmission on a different frequency.

Wholesale Customer: a customer that is the holder of a Public Telecommunications License or that is otherwise specifically designated by the Supreme Council as being eligible for

interconnection with, and the procurement of wholesale telecommunications services from, another Public Telecommunications License holder.



Annexure B Authorised Facilities, Networks, Services and Activities

1. Authorised Telecommunications Networks and Facilities

1.1 Subject to the terms and conditions set out in the Applicable Regulatory Framework, the Licensee is hereby authorized to establish, install, own, import, operate and use:

- (a) one or more Satellites;
- (b) one or more Earth Stations;
- (c) Teleports;
- (d) associated terrestrial transmission facilities, which includes inter alia but is not limited to terrestrial fixed links and international Gateway Facilities;

(collectively, the “Authorized Telecommunication Network”).

1.2 Notwithstanding any other provision of the License to the contrary, the Licensee shall design, install, operate and maintain its Authorized Telecommunications Network, in compliance with the terms and conditions of the Applicable Regulatory Framework.

2. Authorized Telecommunications Services

Subject to the terms and conditions set out in the Applicable Regulatory Framework, the Licensee is hereby authorized to carry out the following activities and to provide the following services to the public, provided that it does so utilizing its own Authorized Telecommunications Network, except as otherwise permitted by the License or the Applicable Regulatory Framework, and without any undue preference for or undue discrimination against particular Persons, groups or classes of Persons:

- 2.1 Telecommunications services including the wireless transmission, emission or reception via satellite of domestic and international voice, data, Internet and video;
- 2.2 Wholesale satellite Transponder capacity, including any associated Space Segment Capacity; and
- 2.3 Provision of telecommunications equipment for use by the Licensee or other Persons, provided that such equipment has been approved and certified by the Supreme Council ; and
- 2.4 Any ancillary services that are provided as an adjunct to or in support of these services.

(collectively, the “Authorized Telecommunications Services”).

3. Limitations under the License

Notwithstanding any other provision of the License to the contrary, the License does not authorize the Licensee to provide inter alia, the following except with the specific prior written approval of the Supreme Council:

- 3.1 Any Telecommunications Service that is provided exclusively using terrestrial network elements or facilities.
- 3.2 A Public Telecommunications Network that consists exclusively of terrestrial elements or facilities.

4. Utilisation of subcontractors

The Licensee may utilize subcontractors for the establishment, development and delivery of the Authorized Telecommunications Networks and Services and related services without prior written approval by the Supreme Council provided that the Licensee shall continue to be fully liable for any obligations in relation to the provision of Authorized Telecommunications Network and Services.



Annexure C [INTENTIONALLY OMITTED]



Annexure D Procedures For Implementing And Revising Retail Tariffs

1. General Provisions Applicable to All Service Providers

- 1.1 The Licensee shall comply with all provisions of the Applicable Regulatory Framework, including any regulation, decisions, orders, rules, instructions or notices issued by the Supreme Council, relating to Tariffs.
- 1.2 All Public Telecommunication Services must be offered pursuant to a Tariff in accordance with the following provisions.
- 1.3 The Licensee shall make available to the Supreme Council for its review any and all of the Licensee's proposed Tariffs, or any modifications thereof, for Authorized Telecommunications Services (including any discounts and promotions). All approved or notified Tariffs must be provided in a format that is clear, legible and easily understood. Such a format may be prescribed by the Supreme Council. The Licensee shall ensure that all Tariffs are complete, with full details of all charges, terms and conditions of the Tariff including the charges for any services or equipment not otherwise subject to tariff control that are included in as part of a service.
- 1.4 The terms and conditions of the Tariff shall identify, among other things, the products and services on offer, related products and services, objectives of the offer, whether or not it is a promotion or a readjustment, a clear statement of the applicable prices and the units to which they apply, rounding practices, use of increments, any minimum commitment periods or minimum volumes, cancellation policies, special considerations, the period of the Tariff, and any other elements of the offer that are material to the service provided to the Customer and the consideration to be paid.
- 1.5 The Licensee shall maintain paper copies of its Tariffs at its business premises in a location that is accessible to its Customers or potential Customers, and copies shall be readily available for inspection, free of charge and during regular business hours. No later than five (5) days following receipt of a written request from a Customer, the Licensee shall send to the Customer a copy of a Tariff, or the relevant portion thereof, for a charge that shall not exceed the reasonable cost actually incurred by the Licensee to accommodate the Customer's request.
- 1.6 The Licensee shall provide adequate notice to the public of any proposed Tariffs in accordance with the Applicable Regulatory Framework. The Licensee shall publish the Tariff and prominently display the details of the Tariff, including its effective date, on its website in a manner that enables remote access to the public free of charge. Unless the Supreme Council has consented to or instructed the Licensee in writing to suspend or terminate the publication of Tariffs on the Licensee's website, the Licensee shall maintain such publication continuously during the entire term of validity of the Tariff and for an immediately subsequent period of no less than six (6) weeks. Any Tariff that is no longer in effect will be clearly marked as such, including the date of termination or expiry and a reference to any superseding Tariff.
- 1.7 Following receipt of a written request from the Supreme Council seeking information relating to any Tariff, including costs, revenues, terms and conditions, and methods of composing the Tariff, the Licensee shall deliver the requested information to the

Supreme Council in a concise and reasonably detailed manner within the timeframe specified in the request.

- 1.8 The Licensee shall ensure that any schemes involving rebates, discounts, waivers or free items which are offered by the Licensee to its Customers or potential Customers are fully disclosed in detail and shall be published and made available for inspection in the same manner set out in Sections 1.4, 1.5 and 1.6 of this Annexure. In addition, the Licensee shall ensure that with respect to the application of any discount or promotional schemes offered or granted to any Customers or potential Customers, the Licensee shall not afford any undue preference to, or exercise undue discrimination against, a particular Person or Persons of any class or description. Notwithstanding the above, nothing in this provision shall be interpreted to prevent the Licensee from making offers to particular Customers or Customer groups where there is an objectively justifiable basis for such differential treatment.
- 1.9 The Licensee consents to the Supreme Council publishing on its website, in a manner that enables remote access to the public, free of charge, a compilation of or links to the Tariffs offered by the Licensee and other service providers, in order to facilitate access to, comparison of and understanding of the terms under which telecommunications services are available in the State of Qatar.
- 1.10 Any Tariff filing involving a Bundled Tariff Package shall identify the separate charges or other Tariff elements that are applicable to each part of the bundled service or combination of services pertaining to the Bundled Tariff Package, and shall include a comparison between the bundled price under the Bundled Tariff Package and the total price for the corresponding unbundled products, services or elements.
 - 1.10.1 The Licensee shall comply with procedures for Tariff filing, review and publication that are set forth in Sections 3.2 and 3.3 of this Annexure in respect of Tariffs that contain any service or service element that falls within a relevant market with respect to which the Licensee has been designated as a Dominant Service Provider.
 - 1.10.2 The Licensee shall comply with procedures for Tariff filing, review and publication that are set forth in Section 2 of this Annexure in respect of Tariffs that do not contain any service or service element that falls within a relevant market with respect to which the Licensee has been designated as a Dominant Service Provider.
- 1.11 Any failure by the Licensee to submit its proposed Tariffs to the Supreme Council for review, approval or to provide the required notice to Customers in accordance with these provisions shall be considered a violation of the License and be subject to the imposition of appropriate sanctions or penalties. Where justified under the circumstances, the Supreme Council may also order the Licensee to officially withdraw the Tariff, or provide refunds or other compensation in an appropriate form to affected Customers or Customer groups. The Supreme Council may also release from or reimpose obligations in respect of particular markets or price categories.

2. Tariff Notification Procedures for Non-Dominant Service Providers

- 2.1 The Licensee shall deliver to the Supreme Council any proposed Tariff or Tariff modifications in electronic format no later than the date on which the Tariff is

commercially launched or made effective. The Supreme Council shall have a period of twenty-one (21) days thereafter in which to (a) approve or (b) object to the Tariff and order its suspension, modification or withdrawal, or (c) extend the period for review. If the Supreme Council objects to a Tariff or extends the period for review, it shall inform the Licensee of the reasons for its decision. The procedures and timetable for extended review of a Tariff or consultation proceedings with respect thereto shall be set forth in (a) a notice of objection issued by the Supreme Council, or (b) the Applicable Regulatory Framework.

2.2 All proposed Tariffs involving a price increase shall be notified to Customers at least twenty-one (21) days, or such other period as the Supreme Council may specify, in advance of the effective date of the proposed Tariff. Such notification may be made by means of newspaper or other advertising or by such other means as the Supreme Council may specify.

3. Tariff Approval Procedures Applicable to Service Providers Designated as Dominant

3.1 In the event that the Licensee is designated as dominant or as having significant market power in any relevant market, the following procedures shall apply to any and all services or service elements that fall within a relevant market so designated, and to any and all services or service elements contained in the same Tariff as the designated service or services.

3.2 The Licensee shall deliver to the Supreme Council any proposed Tariffs or Tariff modifications in electronic format, unless otherwise instructed by the Supreme Council. Any and all proposed Tariffs must be approved in writing by Supreme Council prior to taking effect.

3.3 If any Dominant Service Provider proposes to introduce or modify a Tariff, the proposed Tariff shall be filed with the Supreme Council at least twenty-eight (28) days in advance of the proposed effective date of the Tariff. The Supreme Council shall have twenty-eight (28) days in which it may (a) approve or (b) object to the Tariff and order its suspension, modification or withdrawal, or (c) extend the period for review. If the proposed Tariff involves any increase in price, the proposed Tariff shall be notified to Customers at least twenty-one (21) days in advance of the effective date of the Tariff, or such other period or date specified by the Supreme Council. Such notification can be made by means of newspaper or other advertising or by such other means as the Supreme Council may specify.

3.4 If the Supreme Council decides that an extended review of a proposed Tariff is necessary, it shall notify the Licensee in writing and shall specify the procedures and timetable for the Tariff review, including any consultation or other relevant process with respect thereto, in accordance with the Applicable Regulatory Framework or as determined by the Supreme Council.

3.5 If the Supreme Council declines to approve a proposed Tariff, it shall inform the Licensee of the reasons for such decision.

3.6 The Licensee shall comply fully with any and all procedures relating with the tariff review and approval process, adoption, modification, interpretation or implementation of Tariffs that may be established in the Applicable Regulatory Framework.

Annexure E Obligations relating to Quality of Service (QoS)

The Supreme Council shall introduced appropriate QoS requirements once the Licensee embarks on retail service provision under this License.



Annexure F Interconnection, Access and Wholesale Services

1. Negotiation Procedures for Interconnection Agreements

- 1.1 These procedures shall apply to any Request for interconnection or access or both (“Request”) that is submitted by the Licensee to another holder of a Public Telecommunications License, or vice versa. This includes (but is not limited to) Requests involving products, facilities or services that fall within a relevant market with respect to which the recipient of a Request has been designated as dominant, unless the Supreme Council requests the parties to follow the procedures for Reference Interconnection Offers, as set forth in Section 4 of this Annexure.
- 1.2 At the time the Licensee submits a Request to another holder of a Public Telecommunications License, the Licensee will deliver a complete copy of the Request to the Supreme Council.
- 1.3 Within three (3) days of receiving a Request from another holder of a Public Telecommunications License, the Licensee will send a written acknowledgement to the requesting licensee and will propose a date, time and place for the parties to conduct an initial negotiation meeting.
 - 1.3.1 Unless both parties agree otherwise, the meeting will take place no later than ten (10) days after the day on which the Licensee receives the Request.
 - 1.3.2 At the time the Licensee sends the acknowledgment to the requesting licensee, the Licensee will submit a proposed non-disclosure agreement. Such non-disclosure agreement shall not exclude the disclosure of any information to the Supreme Council. If the parties do not enter into a non-disclosure agreement within fifteen (15) days of the day on which the Licensee receives the Request, the parties will enter on the immediately following day into a model non-disclosure agreement that shall be specified by the Supreme Council.
- 1.4 Within five (5) days of receiving a written order from the Supreme Council seeking disclosure of information relating to the negotiations, the Licensee will deliver the requested information to the Supreme Council. The Licensee will provide a copy of such information to the other party, if expressly requested to do so by the Supreme Council.
- 1.5 The Licensee shall negotiate in good faith and exercise its best efforts to reach a commercial agreement. If a commercial agreement is reached, the Licensee shall cooperate fully with the other party and exercise its best efforts to perform its obligations under the agreement.
- 1.6 Within five (5) days following the execution of an interconnection or access agreement, the Licensee from which interconnection or access has been requested shall file a duly executed copy of the agreement with the Supreme Council.
- 1.7 If the parties do not reach an agreement on all or certain aspects of the requested service within sixty (60) days of the delivery of a Request by the requesting licensee, either party may request the Supreme Council to establish the price, terms and conditions on which the interconnection or access products or services must be provided. If the Supreme Council determines that the Request is justified, in whole or in part, in accordance with the Applicable Regulatory Framework, it may set prices based on actual costs, international benchmarks and (in the case of wholesale services)

retail-minus or other appropriate cost methodology. In addition, the Supreme Council may require the use of a bill-and-keep methodology for traffic origination, transit and termination

- 1.8 If the Supreme Council decides to intervene upon request made pursuant to the provisions of Section 1.7 of this Annexure F, the Licensee shall provide the Supreme Council with all reasonable assistance and shall comply with the Supreme Council's determination of the price and any other terms and conditions which have been agreed by the parties or stipulated by the Supreme Council.

2. Substantive Requirements of the Interconnection or Access Agreement

- 2.1 An interconnection or access agreement shall contain at least the following information and any other provisions required by the Applicable Regulatory Framework:

2.1.1 the type of equipment that will be interconnected, network termination points, and related technical arrangements, including, switches (location, type and function), interconnections circuits (location, number, speed/capacity and type), signalling, routing and synchronization;

2.1.2 the type of interconnection services and telecommunications services provided via the interconnected networks;

2.1.3 the capacity required by the requesting licensee and the commitments of the other party to the interconnection agreement to provide this capacity;

2.1.4 dates, time periods, and deadline for establishing interconnection;

2.1.5 testing arrangements and protocols;

2.1.6 any special provisions required to maintain acceptable signal quality;

2.1.7 measures for the protection of the network and interconnected networks from damage or harm, and for ensuring network safety;

2.1.8 additional cost components of the Licensee, or of the requesting licensee, associated with the establishment of the agreed network termination points for interconnection;

2.1.9 interconnection prices and other terms and conditions;

2.1.10 the procedures for network management;

2.1.11 the common securing of emergency calls and operator assistance, if applicable;

2.1.12 the effective period of the interconnection agreement; procedures for amendment, renewal, suspension and termination thereof; and

2.1.13 in the case of interconnection or access requested from or provided by a Dominant Service Provider, any additional relevant information required in Section 4 of this Annexure F.

- 2.2 The interconnection or access agreement will contain a specific description of the physical location and implementation of the network termination points of the networks. The standard interface specified in the Applicable Regulatory Framework, including relevant technical norms and regulations, will be used at the network termination point. A list of the applicable technical norms and regulations relating to interconnection and access arrangements will be compiled, maintained and kept up-to-date by the Supreme

Council.

2.3 The provisions of this Section 2 shall apply, to the extent reasonable, to network and facilities access or interconnection agreements.

3. Interconnection and Access Disputes

3.1 The Licensee will seek to resolve all disputes regarding the implementation of any interconnection or access agreement through good faith negotiations.

3.2 If the parties are unable to do so, all disputes will be resolved pursuant to the relevant provisions of the Applicable Regulatory Framework.

3.3 Where the Licensee has been unable to agree on the resolution of an interconnection or access dispute following good faith negotiations and reasonable efforts to reach an amicable settlement, the Licensee or any other party to such dispute may apply to the Supreme Council for assistance in resolving the dispute. In response to any such request, the Supreme Council may

- a) assign members of its staff or an expert consultant to attempt to mediate the dispute;
- b) issue a decision to resolve the dispute, which order shall be enforceable immediately; or
- c) take such other action it deems appropriate.

4. Reference Interconnection Offers

4.1 If the Licensee is designated by the Supreme Council as a Dominant Service Provider ("DSP") in a relevant market or markets and the Supreme Council so requests, the Licensee shall submit a Reference Interconnection Offer ("RIO") to the Supreme Council for its review within ninety (90) days of receipt of the Supreme Council's request.

4.1.1 The RIO shall reflect no less favorable terms or conditions than those contained in any relevant interconnection or access agreement then in effect to which the DSP is party and shall comply with pertinent decisions of the Supreme Council and the Applicable Regulatory Framework.

4.1.2 The Supreme Council shall decide on the procedures and timetable for review and implementation of the RIO depending on the circumstances, including industry or public consultations in respect of the RIO. The Supreme Council shall issue a decision to approve, modify or reject the RIO or parts thereof. The RIO shall not be effective until approved by the Supreme Council and shall comply with any requirements specified by the Supreme Council, including but not limited to stipulations relating to price, service quality or technical aspects.

4.2 The RIO shall:

- 4.2.1 be clearly written and organized in a logical and consistent manner;
- 4.2.2 be modular, allowing a requesting licensee to purchase only those interconnection and/or access services that it wants to obtain; and
- 4.2.3 be sufficiently detailed to enable a requesting licensee that is willing to accept its prices, terms and conditions to obtain interconnection and/or access services without having to engage in substantive negotiations with the DSP.

- 4.3 The RIO must contain at least the information specified in Section 2.1 of this Annexure, as applicable. In addition, the RIO shall include any other material, information or data specified by the Supreme Council at the time of making the request referred to in Section 4.1 of this Annexure, as well as the following:
- 4.3.1 a list and description of the interconnection and access services offered;
 - 4.3.2 information regarding the availability of interconnection and/or access services – including the address of each exchange, the geographical boundaries of the area served by each exchange and points of presence for internet access and IP based traffic – and the procedures that the DSP will use to notify the requesting licensee in the event any interconnection and/or access service ceases to become available at any location;
 - 4.3.3 a description of the quality of service that the DSP will provide – including the means by which quality of service will be measured, the timeframe within which any short-comings will be corrected and the amount and manner in which the requesting licensee will be compensated for any failure by the DSP to meet the quality of service standards;
 - 4.3.4 a description of any operational and technical requirements that the requesting licensee must comply with to avoid harm to the DSP's network;
 - 4.3.5 a description of any restriction or condition that the DSP intends to impose on the terms of the offer contained in the RIO – including any situations in which capacity, technical or operational constraints will limit the ability of the DSP to meet requests for interconnection and/or access services, and any situation in which a DSP will not offer (or will limit or condition an offer of) interconnection and/or access to a requesting licensee;
 - 4.3.6 a description of the means by which a requesting licensee can order currently available interconnection and/or access services – including the contact Person, the expected number of days from order to provisioning, the means by which provisioning will be monitored (including quality of service testing procedures), the procedures for reporting operational and technical problems, the procedures and timeframes for correcting any such problems, and the amount and means by which the DSP will compensate the requesting licensee for any unreasonable provisioning delays;
 - 4.3.7 a statement of the terms on which the DSP will protect confidential information provided by the requesting licensee, and the terms on which the DSP requires the requesting licensee to protect its confidential information, in connection with any interconnection and/or access agreement – including a description of the standards to be used to determine whether information is confidential;
 - 4.3.8 a provision stating that, where the parties are unable to resolve disputes through negotiation within a reasonable period of time, either party may refer disputes regarding interconnection arising from the implementation of the RIO to the Supreme Council for resolution; and
 - 4.3.9 a provision stating that the DSP will obtain the Supreme Council's written approval before unilaterally suspending or terminating the interconnection and/or access agreement.

Annexure G [INTENTIONALLY OMITTED]



Annexure H Fees and Contributions

1. General Provisions Relating to Fees

- 1.1 The Licensee shall duly and timely meet any obligations relating to the fees and contributions specified in the License, including this Annexure H, and as required by the Applicable Regulatory Framework.
- 1.2 The amounts of any fees to be paid by the Licensee hereunder are, for the avoidance of doubt, stated exclusive of any tax which may be payable under applicable laws and regulation.
- 1.3 Unless otherwise provided by the Applicable Regulatory Framework, all fees identified in Sections 2 and 3 of this Annexure shall be due and payable annually in arrears, in each case in relation to the Calendar Year (or part thereof) to which the fees apply. With respect to the License Fee and the Industry Fee, as set forth in Sections 2 and 3 of this Annexure, the Licensee shall calculate the payment due based on the best information available to the Licensee, including its unaudited accounts, in respect of the applicable Revenues and allowable operating expenses for the Calendar Year in question (the **"Provisional Fee Payment"**). The Licensee shall remit the Provisional Fee Payment to the Supreme Council no later than the first March of each Calendar Year. The Licensee shall notify the Supreme Council of the difference, if any, between the Provisional Fee Payment and the amount due based on the Licensee's audited financial statements (the **"True-Up Calculation"**) within thirty (30) days of the formal approval of same by the duly authorized corporate body, and the Licensee shall furnish a copy of its approved financial statements to the Supreme Council. If the True-Up Calculation is approved by the Supreme Council, the Licensee shall make or receive payment of the difference, as the case may be, within thirty (30) days of the date on which the True-Up Calculation is approved by the Supreme Council. If the True-Up Calculation is not approved, the Licensee shall cooperate fully with the Supreme Council to substantiate its calculations and shall correct or revise its calculations if it is instructed to do so by the Supreme Council.
- 1.4 Following a public consultation process and at least ninety (90) days' notice (which may include a portion or all of the consultation period), the Supreme Council may change the method or timing of the payment of fees, and it shall notify the Licensee in writing through the issuance of a notice or other means, in advance of any change taking effect. The payment rules and procedures determined by the Supreme Council shall become binding upon and enforceable against the Licensee on the date specified by the Supreme Council in the notice.
- 1.5 The Licensee may be liable for an administrative fee for each day of delay.
- 1.6 The Licensee shall cooperate with the Supreme Council and any auditor that it may select to undertake an attest audit of the Licensee's records of accounts, including the Licensee's audited financial statements, to verify the correct amount of fees paid or due to be paid by the Licensee in accordance with the provisions of the License and the Applicable Regulatory Framework.
- 1.7 If the License is surrendered or revoked, no refund of fees or any amount paid under the

terms of the License or provided for in any relevant provision of the Applicable Regulatory Framework will be made, except where the Supreme Council consents to a refund in whole or in part, at its sole discretion.

- 1.8 Repeated failure by the Licensee to pay the required license fees on a timely basis, including any related spectrum license fees, shall be grounds for the revocation of the License.
- 1.9 The Supreme Council may from time to time issue guidelines concerning the classification of items as operational costs or expenses, after consultation with affected Service Providers, as necessary to ensure a uniform approach to the calculation of the License Fee and the Industry Fee. In no event, however, shall the Licensee be authorized to include, directly or indirectly, into the deductible operational costs and expenses any penalties, sanctions or other costs resulting from any decision of the Supreme Council or any other public authority determining that the Licensee has breached its obligations under the License, the Applicable Regulatory Framework or any other relevant law or regulation.

2. License Fee

- 2.1 For each Calendar Year (or part thereof) beginning on the Effective Date, the Licensee shall be liable for the payment to the Supreme Council of an annual license fee (the "**License Fee**") in an amount equal to a specified percentage of net revenue from activities under this License (the "**Specified Percentage**"). For this purpose, net revenue shall be calculated as follows: the difference between (i) revenues generated by the Licensee from the provision of the Authorized Telecommunications Services as specified in Annexure B of this License during such Calendar Year (or part thereof), and (ii) the total amount of any interconnection or access charges arising out of or associated with the provision of Authorized Telecommunications Services which the Licensee has actually paid to other service providers in the State of Qatar or abroad in each respective Calendar Year (or part thereof), as set forth in the Licensee's audited financial statements (the "**Net Revenue**").
- 2.2 The Specified Percentage shall be set by the Supreme Council with a view to covering its regulatory expenses and operating costs from funds received from all licensees required to pay the License Fee, in accordance with the procedures set forth in Section 1.4 of this Annexure. The Specified Percentage shall initially be one (1) per cent and may be increased or decreased at the sole discretion of the Supreme Council, to reflect changes in its expenditures or budget, or in the actual or anticipated receipts from the total sum of the License Fees paid by all license holders subject to the payment of such fees.
- 2.3 The License Fee shall be remitted by the Licensee for the benefit of the Supreme Council to the bank account in the name of the Supreme Council held and maintained by Qatar National Bank, or to such other bank account as the Supreme Council may determine in a written notice served to the Licensee no later than two (2) weeks prior to the date on which the License Fee is due and payable.

3. The Industry Fee

- 3.1 For each Calendar Year (or part thereof) beginning on the Effective Date, the Licensee shall be liable for the payment of an annual industry fee (the "**Industry Fee**") in an amount equal to 12.5% (twelve-and-one-half per cent) of net profit from activities under

the License. For this purpose, net profit shall be calculated as follows: the difference between (i) the Net Revenue and (ii) any allowable operating expenses (e.g., satellite connection cost) the Licensee has actually incurred in the same Calendar Year that are directly related to its activities under the License, as set forth in the Licensee's audited financial statements (the "**Net Profit**"). The basis for calculating the Industry Fee, including the applicable percentage of Net Profit for which the Licensee is liable, may be revised from time to time at the sole discretion of the Supreme Council, following the procedures set forth in Section 1.4 of this Annexure.

- 3.2 The Industry Fee shall be remitted by the Licensee for the benefit of the Supreme Council to the bank account in the name of the Supreme Council held and maintained by Qatar National Bank, or to such other bank account as the Supreme Council may determine in a written notice served to the Licensee no later than two (2) weeks prior to the date on which the Industry Fee is due and payable.



Annexure I Additional Obligations Of Dominant Service Provider (DSP) And Prohibited Anti-Competitive Behavior

1. Accounting and Structural Requirements

1.1 Cost Studies

When ordered by the Supreme Council, the DSP will prepare or otherwise participate in a cost study of its telecommunication networks or infrastructure and related services. The DSP will comply with all requirements contained in the Supreme Council's order. For convenience, references to a DSP's obligations in this annexure relate to those services falling within markets with respect to which the service provider has been designated as a Dominant Service Provider.

1.2 Independent Auditor

When ordered by the Supreme Council, the DSP will retain, at its own expense, a qualified independent auditor deemed satisfactory by the Supreme Council.

1.3 Accounting Procedures

1.3.1 If directed to do so by the Supreme Council, the DSP shall adopt and implement a cost accounting system that will enable the Supreme Council to verify that, except where the Supreme Council has provided otherwise, the charge for telecommunications networks and related services provided by the DSP is cost-oriented. The DSP will disclose the main categories under which costs are grouped and the rules used for the allocation of costs to each service category. The DSP will implement this requirement in four stages in accordance with the following maximum deadlines or as otherwise directed by the Supreme Council:

- (a) Within 6 months of an order issued by the Supreme Council, the DSP will provide to the Supreme Council a written status report regarding planning for the cost accounting system.
- (b) Within 12 months of an order issued by the Supreme Council, the DSP will complete all planning regarding the cost accounting system, and will submit to the Supreme Council for its review and approval a complete description of the proposed cost accounting system.
- (c) Within 18 months of an order being issued by the Supreme Council, the DSP will provide to the Supreme Council a written status report regarding implementation of the cost accounting system.
- (d) Within 24 months of an order being issued by the Supreme Council designating the DSP as dominant, the DSP will fully implement the cost accounting system in the form approved

by the Supreme Council.

1.3.2 The DSP will make any changes to the cost accounting system methodology that the Supreme Council may require.

1.3.3 The DSP will direct its independent auditor to conduct an audit, not less than once per year, and to render an opinion, a copy of which shall be promptly delivered to the Supreme Council, as to whether the service provider has complied with the methodology approved by the Supreme Council.

1.4 Accounting Separation Requirements

1.4.1 If ordered by the Supreme Council, the DSP will adopt accounting separation procedures that will include the following:

- (a) establishing separate accounts for each service category specified by the Supreme Council;
- (b) where feasible, allocating costs, revenues and assets directly to the appropriate service category;
- (c) allocating joint costs, joint revenues, and jointly used assets to the appropriate service category using the allocation methodology specified by the Supreme Council; and
- (d) recording the transfer of assets from one service category to another service category using the methodology specified by the Supreme Council.

1.4.2 If the Supreme Council directs the DSP to adopt accounting separation procedures, the DSP will direct its independent auditor to conduct an attest audit, not less than once per year, and to render an opinion, a copy of which shall be promptly delivered to the Supreme Council, as to whether the DSP has complied with the methodology specified by the Supreme Council.

2. Disclosure of Network Technical Information

2.1 Initial Disclosure

2.1.1 Within 90 days of the Licensee being designated as a DSP, the service provider shall disclose by publication on its public website technical specifications and other information about the Licensee's telecommunications facilities or services in respect of any designated relevant markets which are required by;

- a) end users to connect terminal equipment to the network; or
- b) other service providers to provide interoperable telecommunications services.

2.1.2 The information will be sufficiently detailed to enable deployment of equipment and services that can connect to and/or interoperate with the DSP's infrastructure.

2.2 Advanced Disclosure of Network Changes

- 2.2.1 At least six months prior to implementing any change in the technical specifications in its infrastructure, The DSP will disclose by publication on its external website any technical specifications or other information regarding the change that is required by;
- a) end users to connect terminal equipment to the network; or
 - b) other service providers to provide interoperable telecommunications services.
- 2.2.2 The information will be sufficiently detailed to enable deployment of equipment and services that can connect to and/or interoperate with the DSP's infrastructure.

3. Abuse of its position

3.1 General Prohibition

The DSP will not take any action that has, or is likely to have, the effect of substantially lessening competition in any public telecommunications service market in the State of Qatar. The DSP will respond promptly to any inquiry from the Supreme Council regarding conduct the Supreme Council determines may violate this prohibition, and will promptly cease any such conduct when directed to do so by the Supreme Council.

3.2 Exclusionary Conduct

Absent an objective business justification, the DSP will not enter any agreement, enforce the provision of any existing agreement, or take any action that denies or substantially restricts the ability of another DSP to access facilities or use services that are necessary to provide public telecommunications services in the State of Qatar or between Qatar and any location outside of Qatar.

3.3 Tying

The DSP will not require a Customer that wants to purchase access to specific infrastructure, as a condition for purchasing access, to also purchase or otherwise pay for any other infrastructure, network or network element, facility or service, whether from the DSP, an affiliate or a third party, except where expressly permitted in advance by the Supreme Council.

3.4 Anti-competitive Discounts

The DSP will not offer a significant discount from the price of any telecommunications infrastructure, facility or service, not justified by any objective factor, that has the effect of foreclosing another service provider from a significant portion of any telecommunications market. In particular, the service provider will not offer:

- 3.4.1 loyalty discounts, in which the DSP offers a discount on the condition that the Customer not purchase infrastructure, network, network elements, facilities or services from another service provider;
- 3.4.2 volume discounts based on a Customer's total expenditure, but that are applied only to charges for infrastructure, facilities or services that are subject to effective competition; or
- 3.4.3 selective discounts that are available only to Customers that have the greatest ability to switch to alternative suppliers.

3.5 Anti-competitive Refusals to Deal

Absent a legitimate business justification, the DSP will not refuse to provide another DSP with access to any infrastructure, facility or service, system or information that the other service provider requires in order to provide public telecommunications networks or services within the State of Qatar or between Qatar any other location.

3.6 Predatory Pricing

The DSP will not provide telecommunications networks, network elements, facilities or services at a price that is less than average variable cost or any other cost standard specified by the Supreme Council.

3.7 Cross-subsidisation

Unless approved by the Supreme Council, the DSP will not use revenues from the provision of telecommunications networks, network elements, facilities or services that are not subject to effective competition, or transfer a part of the cost of a telecommunications network, network element, facility or service, to cross-subsidise the price of any telecommunications network, network element, facilities or related services that are subject to effective competition.

1.1 Price Squeezing

The DSP shall not provide telecommunications networks, network elements, facilities or services, that another service provider requires in order to provide a retail telecommunications service at a price that is so high that an efficient service provider could not profitably sell its retail telecommunications service. In particular, the Licensee may not offer a wholesale telecommunications service at a price that exceeds the price for an equivalent retail telecommunications service, unless the service provider provides justification to, and receives written authorization from, the Supreme Council.

3.8 Predatory Network Alteration

The DSP shall not alter the existing technical specifications of its infrastructure, or adopt new technical specifications, if this imposes significant costs on another service provider, or degrades the operation of another service provider's network, absent a legitimate business, operational or technical justification.



Annexure J [INTENTIONALLY OMMITTED]



Annexure K Secured Obligations and performance bonds

1. Form and content of performance bonds to guarantee License Obligations

- 1.1 In cases where the Supreme Council determines that a surety is necessary to guarantee a performance of a material obligation by the Licensee, the Supreme Council may issue a written order to provide a Performance Bond pursuant to the provisions set forth in this Annexure K. The value of Performance Bond shall be specified by the Supreme Council.
- 1.2 The performance bonds shall each be in the form of a bank guarantee and shall provide for an unconditional and irrevocable undertaking on the part of the issuing financial institution to pay the amount stipulated as surety by the Licensee for the secured obligation in question. The issuing financial institution selected by the Licensee shall be approved in advance by the Supreme Council.
- 1.3 Each component of a bond that guarantees the Licensee's obligation to fulfill its Secured Obligations shall remain in force for a period of nine (9) months following the respective completion deadline for the Secured Obligation in question, unless the Supreme Council notifies the issuing financial institution in writing that the respective component of the Bond, or any part of such component, may be cancelled following the Licensee's fulfillment of the corresponding Secured Obligation. The term of the Bond shall be extended automatically in respect of a particular component if (a) there is a dispute with respect to the Licensee's compliance with the relevant Secured Obligation pertaining to it, and (b) the Supreme Council determines that additional time is required to resolve such dispute in accordance with the procedures set forth in Section 2 of this Annexure, and (c) the Supreme Council notifies the issuing financial institution of such extension prior to the expiry of the Bond in respect of such component.
- 1.4 The Licensee shall procure that the issuing financial institution shall undertake, irrevocably and unconditionally, to pay to the Supreme Council the full value of the relevant component of the Bond pertaining to a specific Secured Obligation on demand if and when the Supreme Council provides such institution with written notice confirming that the conditions for payment have been met. Such notice shall be delivered by the Supreme Council to the issuing financial institution prior to the expiry of the relevant component of the Bond, including any extensions thereto that may be notified by the Supreme Council in accordance with Section 1.3 of this Annexure.
- 1.5 The terms of the Bond shall make clear that the issuing financial institution's obligation to pay shall not be excused for any reason, including but not limited to any dispute regarding the Licensee's performance under the License, external factors allegedly affecting performance under the License, or any alleged act or omission by the Supreme Council or any third party.
- 1.6 Any dispute concerning the Bond or the Licensee's compliance with a Secured Obligation shall be resolved exclusively in accordance with the procedures set forth in Section 2 of this Annexure.
- 1.7 If the Supreme Council determines that a specific Secured Obligation has been achieved by the Licensee, the Supreme Council will provide written authorization to the Licensee to cancel the relevant component of a Bond as soon as possible after certification of compliance is provided by the Licensee in accordance with relevant provisions of the License and verified and accepted by the Supreme Council.

2. Procedures for resolving disputes over fulfillment of the Licensee's obligations under a Performance Bond

- 2.1 The Licensee shall comply with the certification and verification procedures that are established by the License for each Secured Obligation.
- 2.2 If the Supreme Council, in its sole discretion, determines that the Licensee has failed to fulfill a Secured Obligation, the Supreme Council will issue a Notice of Probable Default ("**Notice**") which details the reasons for its proposed determination. The Notice will be delivered to the Licensee by courier and a non-confidential version of the Notice shall be published on the official website of the Supreme Council no later than fifteen (15) days thereafter unless the Licensee has by that date complied in full with the Secured Obligation in question.
- 2.3 The Supreme Council shall allow the Licensee and members of the public a minimum of thirty (30) days from the date of publication of the Notice in which to submit responsive comments.
- 2.4 The Supreme Council shall consider the responses received, including convincing evidence of any serious and not reasonably foreseeable circumstances beyond the Licensee's control which may have impeded the Licensee's ability to comply with the Secured Obligations. After due consideration of the responses received, the Supreme Council may:
- (a) issue an order requiring immediate payment of the relevant component of a Bond if the Licensee admits failure to meet the corresponding Secured Obligation and does not allege any mitigating circumstances; or
 - (b) upon request of the Licensee, extend the time for compliance and the term of the relevant component of the Bond for a reasonable period if, in its sole discretion, the Supreme Council determines that there are material mitigating circumstances justifying the same; or
 - (c) appoint an independent expert, selected at the sole discretion of the Supreme Council after consultation with the Licensee, to investigate and provide an opinion on whether the Licensee has met or failed to comply with a Secured Obligation, and/or whether any material mitigating circumstances exist which the Supreme Council may wish to consider in making a final determination. The international expert shall have no other relationship with the State of Qatar or the Licensee (or any previous relationship with same during the previous three (3) year period, and shall be recognized internationally as having expertise directly relevant to evaluating compliance with the Secured Obligation in question.
- 2.5 If the Supreme Council decides to request the advice of an independent international expert pursuant to Section 2.4(c) of this Annexure, the Supreme Council shall stipulate the procedures by which Licensee shall communicate its views and any relevant data to the international expert, as well as the timetable within which the international expert shall submit a final recommendation.
- 2.6 The expert's recommendation shall be submitted to the Supreme Council and the Licensee in writing in accordance with the procedures established by the Supreme Council, and a non-confidential summary of the recommendation shall be published on

the Supreme Council's official website within two (2) weeks of its submission to the Supreme Council and the Licensee.

- 2.7 Fees and expenses payable to the expert shall be paid by the Supreme Council. If the expert concludes that the Licensee has failed to comply with the Secured Obligation and that there are no material mitigating circumstances that would justify mitigation, the Licensee shall reimburse the Supreme Council for all fees and expenses paid to the expert by the Supreme Council within thirty (30) days of the Licensee's receipt of a request for payment by the Supreme Council.
- 2.8 After considering the conclusions of the expert, the Supreme Council shall, in its sole discretion, decide whether: (a) to issue an order demanding payment of the relevant component of the Bond in whole or in part (b) to extend the time for compliance with the Secured Obligation in question and, if necessary, the term of the relevant component of the Bond, or (c) to conclude that the Licensee has complied with the specific Secured Obligation and to cancel the relevant component of the Bond pertaining to it. The Supreme Council's decision shall be supported by a reasoned justification and shall be final and binding.

**** End of License ****

