



LICENSE

For the Provision of

Wholesale Fixed Telecommunications Networks

Issued by:

THE SUPREME COUNCIL OF INFORMATION AND COMMUNICATION TECHNOLOGY
-"ictQATAR"

Issued to:

UNITED DEVELOPMENT COMPANY PSC

15 March 2010



TABLE OF CONTENTS

Page

PART I: BASIC PROVISIONS	2
1. Structure of License	2
2. Definitions	2
3. Legal Nature of the License	2
4. Compliance Obligation of the Licensee	2
5. Activities, Facilities and Services Covered by the License	2
6. Geographic Scope of License	2
7. License Term	3
8. Non-Discriminatory License Provisions	3
9. Obligations of the Licensee to Customers	3
10. Basic Network Obligations	3
11. Payment of Fees and Contributions	3
12. Other Compliance Obligations of the Licensee	3
13. Breach of License	4
14. Enforcement Powers of the Supreme Council	4
15. Penalties and Sanctions	4
16. Reference for Criminal Proceedings	5
17. Treatment of Customer Communications and Data	5
18. Lawful Interception and Security and Network Blocking	5
19. Access to Premises and Information	6
20. Renewal of the License	6
21. Amendment, Suspension and Revocation of License	6
22. Continuity of Service in the Event of Non-Renewal, Suspension or Revocation of License	6
23. Assignment of License	6
24. Transfer of Control	7
25. Governing Law and Language of License	7
26. Transitional Provisions	7
27. Representation Before International and Governmental Organizations	7
28. Publication	7
29. Deadlines for Performance or Response by the Licensee	7
30. Notices	7

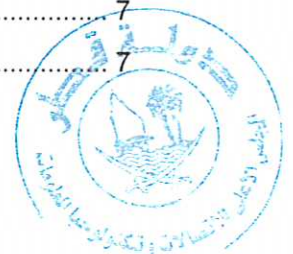


TABLE OF CONTENTS

Page

PART II: ANNEXURES9

ANNEXURE A – DEFINITIONS 10

ANNEXURE B – AUTHORIZED FACILITIES, NETWORKS,
SERVICES AND ACTIVITIES 12

ANNEXURE C – [INTENTIONALLY OMITTED] 13

ANNEXURE D – [INTENTIONALLY OMITTED] 14

ANNEXURE E – [INTENTIONALLY OMITTED] 15

ANNEXURE F – ACCESS AND WHOLESALE SERVICES..... 16

ANNEXURE G – [INTENTIONALLY OMITTED] 19

ANNEXURE H – FEES AND CONTRIBUTIONS..... 20

ANNEXURE I – ADDITIONAL OBLIGATIONS OF DOMINANT SERVICE
PROVIDERS 23

ANNEXURE J – TRANSITIONAL PROVISIONS 27





**LICENSE OF UNITED DEVELOPMENT COMPANY PSC
TO PROVIDE WHOLESALE FIXED TELECOMMUNICATIONS
NETWORKS**

The Supreme Council of Information and Communication Technology – "ictQATAR" (the "Supreme Council") hereby grants to

UNITED DEVELOPMENT COMPANY PSC (UDC)

Commercial Reg. No. 22980

UDC Al Fardan Offices - Towers, Al Funduq Street, West Bay, Doha Qatar
PO Box 7256 Doha Qatar

(the "**Licensee**") this individual license (the "**License**") to provide the Authorized Telecommunications Networks and related services subject to the terms and conditions set forth in this 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 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, prior to enactment of the Telecommunications Law, Qatar Telecom (Qtel) Q.S.C. was the exclusive statutory provider of telecommunications networks and services in the State of Qatar and between the State of Qatar and other nations;

WHEREAS, in accordance with Article (5) of Decree Law No. (34) of 2006 requiring telecommunications providers to conform to the new regulatory framework, the Supreme Council has granted individual licenses to Qatar Telecom (Qtel) Q.S.C. to provide public mobile and fixed telecommunications networks and services and to Vodafone Qatar Q.S.C. to provide public mobile telecommunications networks and services;

WHEREAS, in accordance with Chapter Three of the Telecommunications Law, the Supreme Council has granted this License to UDC to provide Wholesale Fixed Telecommunications Networks and related services to the holders of Public Fixed and Mobile Telecommunications Networks and Services licenses 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

This 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 this License and provide additional details with respect to the rights, obligations and authorized activities of the Licensee.

2. Definitions

The words and expressions used in this License shall have the meanings set forth in the Telecommunications Law, regulations issued pursuant to the Telecommunications Law and this License, including the definitions set forth in Annexure A.

3. Legal Nature of the License

This 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 authorizing the Licensee to provide the specified Authorized Telecommunications Network pursuant to and in accordance with the terms and conditions of this 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 this 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, lease and provide to the holders of Public Fixed and Mobile Telecommunications Networks and Services licenses, on a non-exclusive wholesale basis, the Authorized Telecommunications Networks in accordance with the requirements of Annexure B of this License, and otherwise subject to the conditions and requirements of the Applicable Regulatory Framework. The Licensee is further authorized to provide all other necessary and associated services and activities for the establishment, installation, leasing and provision of such telecommunications networks and related services to holders of a Public Fixed or Mobile Telecommunications Networks and Services License.

6. Geographic Scope of License

The Licensee is authorized to provide the Authorized Telecommunications Network to the holders of Public Fixed and Mobile Telecommunications Networks and Services licenses and engage in any activities and service provision directly related to that provision within the geographic area of 'The Pearl' development in the State of Qatar, referred to herein as "The Pearl" .



7. License Term

This License shall be valid for a period of 25 years beginning on the Effective Date.

8. Non-Discriminatory License Provisions

The basic terms and conditions of this 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 related services on a wholesale basis, 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.

9. Obligations of the Licensee to Customers

The Licensee shall provide network, facilities and related services to its Wholesale Customers, being holders of Public Mobile or Fixed Telecommunications Networks and Services License, in accordance with the pricing, access, collocation, site sharing, wayleave coordination, quality of service and other obligations prescribed by the Applicable Regulatory Framework, including those set forth in Annexures F and J of this 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.

10. Basic Network Obligations

The Licensee shall provide Authorised Telecommunications Networks in conformity with the obligations set forth in Annexure G of this License. Failure to comply with these obligations may result in penalties and/or sanctions being imposed on the Licensee. 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, including those necessary for it to satisfy its basic network obligations.

11. Payment of Fees and Contributions

The Licensee shall pay all fees and contributions set out in Annexure H on or before the date they are due. The Supreme Council shall determine the method and timing of payments of fees and contributions and shall notify the Licensee thereof in writing. The payment rules and procedures determined by the Supreme Council shall become binding upon and enforceable against the Licensee immediately upon their receipt by the Licensee.

12. Other Compliance Obligations of the Licensee

12.1 In conducting its business, the Licensee shall comply with the Applicable Regulatory Framework. This shall include, without limitation, all decisions and regulations issued by the Supreme Council including but not limited to those governing:

- (a) complaints and dispute resolution;
- (b) universal service;
- (c) access;



- (d) pricing and tariffs;
- (e) competition;
- (f) equipment types and standards, and approvals; and
- (g) licensing and rule making procedures.

12.2 The Licensee shall take all reasonable and practicable steps and measures necessary to adapt its business practices and processes, organizational structure, network configuration or other aspects of its business to facilitate the introduction and development of competition in the telecommunications sector in accordance with the decisions, orders, rules, instructions or timeframes issued by the Supreme Council in accordance with the Applicable Regulatory Framework.

12.3 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 this License. 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.

12.4 The Licensee may not pass on to its Customers any of the costs associated directly or indirectly with any fines, penalties and/or sanctions imposed in accordance with the Applicable Regulatory Framework.

13. Breach of License

The Licensee shall be liable for all breaches of this 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 this License, including any of the terms of or requirements in the Annexures, or with any other terms or provisions of the Applicable Regulatory Framework, shall be a breach of this 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.

14. 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, as determined by the Supreme Council, the Licensee will be given written notice of the basis for any proposed enforcement action taken against it, an opportunity to respond to the notice, and a reasonable 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.

15. Penalties and Sanctions

15.1 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.



- 15.2 If the Supreme Council determines in its sole discretion that (i) the Licensee is contravening or has contravened a material provision of this License or the Applicable Regulatory Framework, and (ii) 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 (iii) 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 telecommunications network business activities.

16. 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.

17. Treatment of Customer Communications and Data

- 17.1 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.
- 17.2 Nothing in this Clause 17 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, leasing or billing of the licensed telecommunications network and related services.
- 17.3 The Licensee may not utilize or manipulate information about Customers that is obtained in the course of providing its licensed telecommunications network and related services pursuant to this License in a way that would have the effect of preventing or hindering competition in the sector or in the provision of such network and related services.

18. Lawful Interception and Security and Network Blocking

- 18.1 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.
- 18.2 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.



19. Access to Premises and Information

- 19.1 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.
- 19.2 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 requirements issued by the Supreme Council in accordance with procedures established by the Applicable Regulatory Framework.

20. Renewal of the License

- 20.1 The Licensee may apply for renewal of the License no earlier than twelve (12) months and no later than six (6) months prior to the date of expiry of the License. Subject to consultation with the Licensee and other interested parties, the Supreme Council shall determine in its sole discretion whether to approve the application and grant a renewal under the same or revised terms and conditions.
- 20.2 The License shall be renewed for a period specified by the Supreme Council, which shall not be less than three (3) years, if the Supreme Council determines that the Licensee has complied in all material respects with the terms of this License and the Applicable Regulatory Framework.
- 20.3 The License may be amended upon renewal if the Supreme Council determines that modification of the License terms is necessary to address substantial 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.
- 20.4 The Supreme Council shall notify the Licensee of its intent to either renew or decline to renew this License within six (6) months of receiving an application for renewal.

21. Amendment, Suspension and Revocation of License

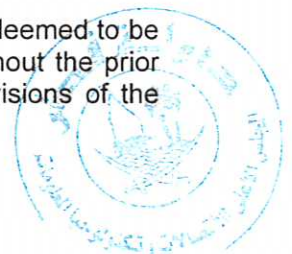
The Supreme Council may amend, suspend or revoke this License, in whole or in part, pursuant to the procedures, terms and conditions set out in the Applicable Regulatory Framework. This License may be revised by the Supreme Council from time to time as necessary to bring its terms into conformity with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

22. 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 transition to a new duly licensed service provider.

23. Assignment of License

The Licensee may not assign this 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.



24. Transfer of Control

- 24.1 No Transfer of Control of the Licensee shall be effected 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
- 24.2 If the Licensee decides to undertake, or becomes aware of, any transaction or arrangement having as a consequence or intended consequence the effecting of a Transfer of Control, 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.

25. Governing Law and Language of License

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

26. Transitional Provisions

In addition to any other obligations contained in this License, the Licensee shall comply with the transitional provisions set forth in Annexure J for the periods specified therein.

27. 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.

28. Publication

The Supreme Council may publish all or any details of this 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.

29. Deadlines for Performance or Response by the Licensee

References in this License, including its Annexures, to the number of "days" within which the Licensee must act shall 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.

30. Notices

Notices in connection with this License must 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.:+974.499.5515, at the offices of ictQATAR, located at Level 19, Al Nasser Tower, Post Office Roundabout, Al Corniche, Doha, Qatar;
- (b) for the Licensee, shall be marked for the attention of the Managing Director and President, UDC, UDC Al Fardan Offices – Towers, Al Funduq Street, West Bay Doha, Qatar.

A notice in connection with this 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).

Signed by:



Dr. Hessa Al Jaber
Secretary General

For the Supreme Council of Information and Communication Technology –
“ictQATAR”

Dated: 15 MARCH 2010



PART II: ANNEXURES



ANNEXURE A – DEFINITIONS

The words and expressions used in this 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 this 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 this 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.

"Anniversary Date": one year after the Effective Date of this License, or the annual recurrence of that date.

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

"Authorized Telecommunications Network": the fixed telecommunications network or facility and related services authorized by Annexure B, Section 1 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": a licensee that is licenced to provide public fixed or mobile telecommunications networks and services in the State of Qatar regardless of whether the networks and related services are acquired for the customer's own use or for resale.

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

"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.

"Licensee" means in this licence a service provider who holds this licence for the provision of wholesale fixed telecommunications networks and related services.

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

"Public Fixed Telecommunications Network": any wireline or wireless network over which Public Fixed Telecommunication 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 and wholesale fixed telecommunications network services.

"Public Mobile Telecommunications Network": any network over which Mobile Services are provided by a holder of a Public Mobile Telecommunications Networks and Services licence to the general public on a commercial basis .



"Public Mobile Telecommunications Services": any Mobile Service that is provided to the general public on a commercial basis.

"Public Switched Telecommunications Network": a fixed or mobile telecommunications network over which any-to-any real-time voice communications are transmitted to the public on a commercial basis.

"Public Telecommunications License": any other license or licenses granted by the Supreme Council that are expressly identified as public telecommunications licenses and that authorize the provision of fixed or mobile services to the general public on a commercial basis.

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

"Rest of Qatar": geographically, for the purposes of Annexure E and Annexure G, consists of the State of Qatar excluding the geographic area covered by the scope of this Licence set out in Clause 6.

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

"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.

"Service Launch Date": the day on which the Licensee commences the provision of wholesale fixed telecommunications networks and related services to a holder of a Public Fixed or Mobile Telecommunications Networks and Services license on a commercial basis.

"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.

"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.

'Wholesale Fixed Telecommunications Networks' means a passive fixed line telecommunications network in the State of Qatar that can be provided or offered on a wholesale basis to a holder of a Public Fixed or Mobile Telecommunications Networks and Services license and includes related services and activities that are essential for and ancillary to the sale or provision of such passive networks on a wholesale basis.



ANNEXURE B – AUTHORIZED FACILITIES, NETWORKS, SERVICES AND ACTIVITIES

1. Authorized 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, lease and sell or otherwise provide on a wholesale basis to a holder of a Public Fixed or Mobile Telecommunications Networks and Services license only:

- (a) a Wholesale Fixed Telecommunications Network or Network elements on a passive basis only; and
- (b) related services and activities that are essential for and ancillary to the sale or provision of such network on a wholesale basis.

(collectively, the “**Authorized Telecommunications Network**”).

1.2 For the avoidance of doubt, the Licensee is not authorised to:

- (a) offer retail telecommunications services to retail customers and end-users;
- (b) Enable the fixed network so that it may offer retail telecommunications services directly to to the holders of a Public Fixed or Mobile Telecommunications Networks and Services License, retail customers and end-users such as managed bandwidth;
- (c) Own or offer the lease or sale of wholesale network and related services outside the geographical location specified in Clause 6 of this Licence: or
- (d) Provide interconnection services to any party or to activate the network in such a way that enabled the Licensee to provide active (non-passive) network or services.

1.3 The Licensee shall ensure that the Authorized Telecommunications Network is designed, installed, established and maintained as necessary and appropriate to enable and/or support the provision of such network on a passive and wholesale basis.



ANNEXURE C – [INTENTIONALLY OMITTED]



ANNEXURE D – [INTENTIONALLY OMITTED]



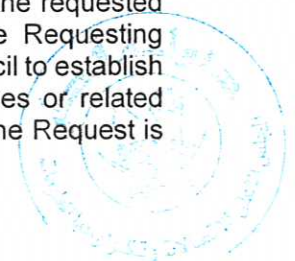
ANNEXURE E – [INTENTIONALLY OMITTED]



ANNEXURE F – ACCESS AND WHOLESALE SERVICES

1. Negotiation Procedures for Access Agreements

- 1.1 These procedures shall apply to any request for access (“Request”) that is submitted to the Licensee by a holder of a Public Fixed or Mobile Telecommunications Networks and Services license. This includes (but is not limited to) Requests involving network, facilities or related services that fall within a relevant market with respect to which the recipient of a Request may be designated as dominant, unless the Supreme Council requests the parties to follow the procedures for a Fast Track Access Process as set forth in Section 2 of Annexure J.
- 1.2 At the time the holder of a Public Fixed or Mobile Telecommunications Networks and Services license submits a Request to the Licensee, the Requesting Licensee or the Licensee (either party) will deliver a complete copy of the Request to the Supreme Council.
- 1.3 Within three (3) days of receiving a Request from a holder of a Public Fixed or Mobile Telecommunications Networks and Services 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 into on the following day 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 and the Requesting Licensee shall negotiate in good faith and exercise best efforts to reach a commercial agreement. If a commercial agreement is reached, the Licensee and the Requesting Licensee shall cooperate fully with the other party and exercise best efforts to perform their respective obligations under the agreement.
- 1.6 Within five (5) days following the execution of an access agreement, the Licensee from which 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 or the Licensee, either party may request the Supreme Council to establish the price, terms and conditions on which the network access facilities or related services must be provided. If the Supreme Council determines that the Request is

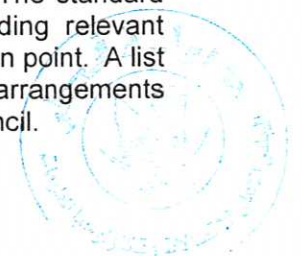


justified, in whole or in part in accordance with the Applicable Regulatory Framework, it may set prices based on actual costs, international benchmarks and or other appropriate cost methodology.

- 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 and the Requesting 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.
- 1.9 Nothing in this Annexure F shall prevent the Licensee from submitting a request to the Supreme Council to determine any terms or conditions of access that cannot be reached by commercial agreement following negotiations in good faith and best efforts to reach agreement.

2. Substantive Requirements of the Access Agreement

- 2.1 An access agreement shall contain at least the following information and any other provisions required by the Applicable Regulatory Framework:
 - (a) the type of equipment that will be used to access the network, the network termination points, and related technical arrangements, including, switches (location, type and function), interconnection circuits (location, number, speed/capacity and type), signalling, routing and synchronization;
 - (b) the capacity required by the Requesting Licensee and the commitments of the other party to the access agreement to provide this capacity;
 - (c) dates, time periods, and deadline for establishing access;
 - (d) testing arrangements and protocols;
 - (e) any special provisions required to maintain acceptable quality;
 - (f) measures for the protection of the network and connected networks from damage or harm, and for ensuring network safety;
 - (g) additional cost components of the Licensee, or of the Requesting Licensee, associated with the establishment of the agreed network termination points for access;
 - (h) access prices and other terms and conditions;
 - (i) the procedures for network management;
 - (j) the effective period of the access agreement; procedures for amendment, renewal, suspension and termination thereof.
- 2.2 The 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 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.
- 2.4 Copies of all access agreements will be filed with ictQATAR by the Licensee within 14 days of the effective date.

3. Access Disputes

- 3.1 The Licensee will seek to resolve all disputes regarding the implementation of any 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 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. Publication of Access information

- 4.1 ictQATAR may require the Licensee to submit a non-confidential or non-discriminatory version of its access offering or agreement for the purpose of publication.
- 4.2 The confidentiality of any information to be published by ictQATAR will be decided at the sole discretion of ictQATAR.



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 this 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, access charges, 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 this 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 this 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.



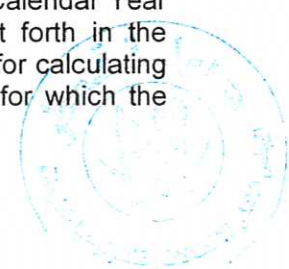
- 1.8 Repeated failure by the Licensee to pay the required license fees on a timely basis shall be grounds for the revocation of this License.
- 1.9 The Licensee shall promptly notify the Supreme Council of the date on which any other licensed service provider commences, or announces a date to commence, the provision of any authorized Public Telecommunications Service in the State of Qatar.
- 1.10 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 this 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: (i) revenues generated by the Licensee from the provision of the Authorized Telecommunications Networks during such Calendar Year (or part thereof), as set forth in the Licensee's audited financial statements (the "**Wholesale 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) percent 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 percent) of net profit from activities under this License. For this purpose, net profit shall be calculated as follows: the difference between (i) the Wholesale Revenue and (ii) any allowable operating expenses the Licensee has actually incurred in the same Calendar Year that are directly related to its activities under this 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 PROVIDERS

1. Accounting and Structural Requirements

1.1 Cost Studies

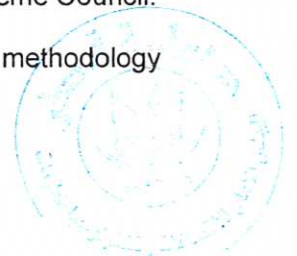
When ordered by the Supreme Council, a Dominant Service Provider ("DSP") (for the purposes of access as provided for in Article 23 of the Telecommunications Law) will prepare or otherwise participate in a cost study of its telecommunication network and related services. The service provider will comply with all requirements contained in the Supreme Council's order. For convenience, references to a DSP's obligations in this annexure relate to those networks and related services falling within markets with respect to which the Licensee has been designated as a Dominant Service Provider.

1.2 Independent Auditor

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

1.3 Accounting Procedures

- (a) If directed to do so by the Supreme Council, a 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 network and related services provided by a service provider 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:
 - (i) Within 6 months of an order issued by the Supreme Council designating the Licensee as dominant, the DSP will provide to the Supreme Council a written status report regarding planning for the cost accounting system.
 - (ii) Within 12 months of an order issued by the Supreme Council designating the Licensee as dominant, 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.
 - (iii) Within 18 months of an order being issued by the Supreme Council designating the Licensee as dominant, the DSP will provide to the Supreme Council a written status report regarding implementation of the cost accounting system.
 - (iv) Within 24 months of an order being issued by the Supreme Council designating the Licensee as dominant, the DSP will fully implement the cost accounting system in the form approved by the Supreme Council.
- (b) The DSP will make any changes to the cost accounting system methodology that the Supreme Council may require.



- (c) 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

- (a) If ordered by the Supreme Council, a DSP will adopt accounting separation procedures that will include the following:
 - (i) establishing separate accounts for each service category specified by the Supreme Council;
 - (ii) where feasible, allocating costs, revenues and assets directly to the appropriate service category;
 - (iii) allocating joint costs, joint revenues, and jointly used assets to the appropriate service category using the allocation methodology specified by the Supreme Council; and
 - (iv) recording the transfer of assets from one service category to another service category using the methodology specified by the Supreme Council.
- (b) If the Supreme Council directs a DSP to adopt accounting separation procedures, the Licensee 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 Licensee has complied with the methodology specified by the Supreme Council.

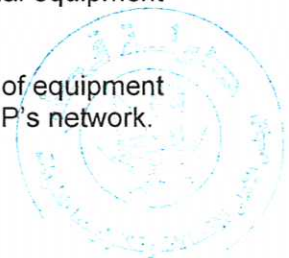
2. Disclosure of Network Technical Information

2.1 Initial Disclosure

- (a) Within 90 days of the effective date of a license issued to a DSP in accordance with the Telecommunications Law (or an order designating a service provider as dominant in a relevant market or markets), the DSP will disclose by publication on its external website technical specifications and other information about the DSP's telecommunications network, facilities or services in respect of any designated relevant markets which are required by wholesale users to connect terminal equipment to the network;
- (b) The information will be sufficiently detailed to enable deployment of equipment and services that can connect to and/or interoperate with the DSP's network.

2.2 Advanced Disclosure of Network Changes

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



3. Abuse of Dominant Position

3.1 General Prohibition

A 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, a 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 Licensee 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

A DSP will not require a wholesale customer that wants to purchase a specific public telecommunications network or network element, as a condition for purchasing that telecommunication service, to also purchase or otherwise pay for any 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

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

- (a) loyalty discounts, in which the DSP offers a discount on the condition that the wholesale customer not purchase network, network elements, facilities or services from another licensee or service provider;
- (b) volume discounts based on a wholesale customer's total expenditure, but that are applied only to charges for public telecommunications networks, network elements, facilities or services that are subject to effective competition; or
- (c) selective discounts that are available only to wholesale customers that have the greatest ability to switch to alternative suppliers.

3.5 Anti-competitive Refusals to Deal

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



3.6 Predatory Pricing

A DSP will not provide telecommunications network, network elements, facilities or services at a price that is less than average variable cost. In addition, a DSP may not sell retail telecommunications services at prices above average variable cost but below total cost where this is likely to exclude an efficient competitor from the market.

3.7 Cross-subsidisation

Unless approved by the Supreme Council, a DSP will not use revenues from the provision of a public telecommunications network, 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.

3.8 Predatory Network Alteration

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



ANNEXURE J – TRANSITIONAL PROVISIONS

1. Precedence of Annexure J over Other Provisions of this License

This Annexure contains transitional provisions that shall apply to the Licensee during the initial years following the Effective Date. In case of any inconsistency or contradiction between the provisions of this Annexure J and any other provision of this License, including any of its Annexures, the provisions of this Annexure J shall take precedence and control.

2. Fast-Track Access Process

- 2.1 Notwithstanding any other procedural requirements set forth in this License or otherwise in the Applicable Regulatory Framework, at any time prior to the second anniversary of the Service Launch Date, the Licensee may request the Supreme Council to implement accelerated procedures to facilitate the establishment of interim terms and conditions for access services or products for the purpose of expediting the implementation of access arrangements with licensees.
- 2.2 If the Supreme Council determines that a fast-track procedure should be applied, it shall stipulate an accelerated timetable for negotiation between the parties.
- 2.3 If the parties cannot reach agreement within the negotiation period stipulated by the Supreme Council, the Supreme Council may intervene and determine the terms and conditions that will apply until and unless the parties agree on mutually acceptable alternative terms and conditions. Any terms and conditions determined by the Supreme Council will be subject to subsequent review by the Supreme Council pending the completion of proceedings in accordance with the general provisions of the Applicable Regulatory Framework relating to access.

