



LICENSE

For the Provision of

Public Mobile Telecommunications Networks and Services

Issued by:

THE SUPREME COUNCIL OF INFORMATION AND COMMUNICATION TECHNOLOGY
–“ictQATAR”

Issued to:

VODAFONE QATAR Q.S.C.

29 JUNE 2008

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**LICENSE OF VODAFONE QATAR Q.S.C.
TO PROVIDE PUBLIC MOBILE TELECOMMUNICATIONS
NETWORKS AND SERVICES**

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

Vodafone Qatar Q.S.C.

Commercial Regn. No: 39656

Registered Trading Address: PO Box 74057 Doha Qatar.

(the “**Licensee**”) this individual license (the “**License**”) to provide the Authorized Telecommunications Networks and 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;

WHEREAS, in accordance with Chapter Three of the Telecommunications Law, the Supreme Council has granted this License to Vodafone Qatar Q.S.C. to provide Public Mobile 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



This License consists of three 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.

Part III contains the list of radio spectrum licenses which form an integral part of this License and which have been granted to the Licensee on the basis that the spectrum licensed will be used to provide the services and activities authorized by this License.

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 telecommunications networks and services 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, operate and provide to the public on a non-exclusive basis the Authorized Telecommunications Services by means of 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, operation and provision of such telecommunications networks and services. The Licensee is obligated to provide the Mandatory Services listed in Section 3 of Annexure B.



6. **Geographic Scope of License**

The Licensee is authorized to provide the Authorized Telecommunications Services and Networks and engage in any related activities and service provision within the State of Qatar and between the State of Qatar and other nations.

7. **Related Radio Spectrum Licenses**

7.1 The Licensee has been granted radio spectrum licenses in conjunction with the issuance of this License, on the basis that the spectrum licensed will be used to provide the services and activities authorized by this License. Neither the grant of this License, nor the use of any assigned spectrum, shall create any property right or interest on the part of the Licensee in such spectrum, and the Licensee shall remain subject to the authority of the Supreme Council to release spectrum or alter, amend or cancel spectrum allocations or assignments, in accordance with the Applicable Regulatory Framework.

7.2 The list of radio spectrum licenses is included in Part III of this License and the radio spectrum licenses are incorporated by reference herein. Any additional or amended radio spectrum licenses granted to the Licensee subsequent to the Effective Date shall be deemed to be radio spectrum licenses that form part of the authorization granted by this License, and the list contained in Part III of this License shall be amended from time to time as necessary to bring it up to date.

7.3 Except as otherwise provided in the Applicable Regulatory Framework and subject to consultation with the Supreme Council and a minimum of 90 days' notice (which may include part or all of the consultation period), the Licensee shall comply fully with any instructions issued by the Supreme Council to identify or release any radio spectrum in the interest of maximizing spectrum efficiency and the public good, as determined by the Supreme Council in accordance with the Applicable Regulatory Framework. The Licensee shall comply fully with any timetables for the release of radio spectrum bands designated by the Supreme Council for release. Failure to comply with such requirements may result in penalties and/or sanctions being imposed on the Licensee.

8. **License Term**

This License shall be valid for a period of 20 years beginning on the Effective Date.

9. **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 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 its 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, E and J of this License. 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 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.

12. Network Roll-out and Coverage Obligations

The Licensee shall provide Public Mobile Telecommunications Networks and Services in conformity with each of the network roll-out and Coverage Obligations set forth in Annexure G of this License. Failure to comply with any of the Coverage Obligations may also 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 Coverage Obligations.

13. 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.



14. Other Compliance Obligations of the Licensee

- 14.1 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) consumer protection;
 - (c) universal service;
 - (d) numbering;
 - (e) radio spectrum;
 - (f) interconnection and access;
 - (g) pricing and tariffs;
 - (h) competition;
 - (i) equipment types and standards and approval; and
 - (j) 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, 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.
- 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 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.
- 14.4 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 or any payments made under any Bond in respect of any of the Secured Obligations stipulated by this License.



15. 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.

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, 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.

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.
- 17.2 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 business activities.

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 legitimate business purposes identified in the terms of service or in accordance with any Customer notice and consent and any applicable laws and regulations. If Customer



consent is required, the information may only be used after the Licensee discloses to the Customer the proposed uses of the information and the Customer either affirmatively consents or does not object within a reasonable timeframe.

- 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 19 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, transmission or billing of the licensed telecommunications services.
- 19.4 The Licensee may not utilize or manipulate information about Customers that is obtained in the course of providing services pursuant to this License in a way that would have the effect of preventing or hindering competition in the provision of such services or any other services that it offers.

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 20, 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 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 shall 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 shall 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 this 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 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.
- 22.4 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.

23. **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.

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

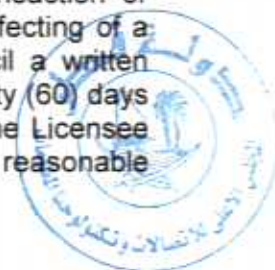
In the event of non-renewal, suspension, revocation or termination of the License, the Licensee shall cooperate fully with the Supreme Council in implementing all measures necessary to ensure continuity of service and avoid disruption for Customers during any transition to a new duly licensed service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

25. **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.

26. **Transfer of Control**

- 26.1 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.
- 26.2 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.

27. 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.

28. 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.

29. Performance Bonds

29.1 The Licensee may be required to guarantee the fulfillment of any obligation which the Supreme Council expressly designates as a Secured Obligation.

29.2 Prior to grant of this License, the Licensee shall have provided to the Supreme Council:

(a) a performance bond in respect of the General Coverage Obligations and Completion Deadlines set forth in Clause 12 and Section 1 of Annexure G ("**Performance Bond**"), and

(b) a technology bond in respect of the Technology Commitment Deadline set forth in Section 2 of Annexure G ("**Technology Bond**");

covering the required amounts in accordance with the timetables and the procedures set forth in Annexure K. Both such Bonds shall be issued or endorsed by a bank operating in the State of Qatar and shall be in the amount specified as the grand total in Table A of Annexure K.

30. 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.

31. 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.

32. 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.



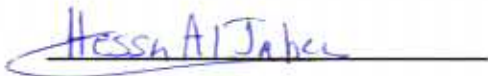
33. **Notices**

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.: +974.499.5361, at the offices of ictQATAR, located at Level 4, Al Mirqab Tower, Al Corniche, Al Dafna, Doha, Qatar;
- (b) for the Licensee, shall be marked for the attention of Mr Graham Maher, CEO, at the offices of Vodafone Qatar Q.S.C. at PO Box 74057 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: 29 June 2008



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": any form of telecommunications network or facility authorized by Annexure B, Section 1 of this License.

"Authorized Telecommunications Service": any telecommunications service authorized by Annexure B, Section 2 of this 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.

"Bundled Tariff Package": any Tariff that ties together, under a single offer, multiple telecommunications products and/or services that have been or customarily are offered separately to Customers.

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

"Completion Deadline": the deadline by which the Licensee is required to fulfill a specific milestone constituting a Secured Obligation pursuant to Annexure G of this License.

"Continuing Coverage Obligation": as specified in Annexure G, Section 9.

"Coverage Obligations": consisting of the Continuing Coverage Obligations, Technology Commitments, and General Coverage Obligations, as specified in Annexure G.

"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.



"Domestic Roaming Service": a wholesale mobile access service provided by a licensee (A) that is authorized to provide Public Mobile Telecommunications Services, to another licensee (B) that is also so authorized. The service enables Customers of licensee (B) to initiate or receive mobile calls, data services or Value Added Services by utilizing the network facilities of licensee (A) in a designated geographic area.

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

"Emergency Call Services": telecommunications access that is continuously available to users without restriction, by means of a designated uniform telephone number, or any other measures stipulated by the Supreme Council, permitting immediate contact with (a) the relevant public police, fire, ambulance and other public safety services for the State of Qatar or a particular locality; and (b) any other organization, as may be designated from time to time by the Supreme Council as providing a vital service relating to the safety of life in emergencies.

"Fixed Telecommunication Device" a device that allows a user to access a telecommunications network over wireline or wireless facilities from a fixed location, or that permits Nomadic Service but not a Mobile Service.

"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.

"General Coverage Obligations": as defined in Annexure G, Section 1.

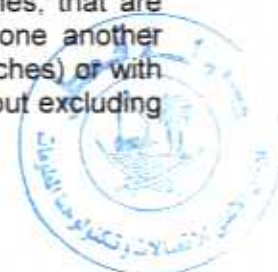
"International Gateway Facilities": telecommunications facilities and physical plant utilized in the State of Qatar to enable a Public Fixed or Mobile Telecommunications Network to connect with and switch traffic to or from foreign public fixed or mobile networks, including via terrestrial links, undersea 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.

"International Roaming Services": the use of a mobile telephone or other mobile device by a Customer of the Licensee to make or receive calls while outside the State of Qatar, facilitated by arrangements between the Licensee and the foreign operator of the visited network, or a similar service provided by the Licensee to Customers of a foreign operator while they are visiting the State of Qatar.

"Management Agreement": the agreement entered into by and between [Name of Operator] and the Licensee, a true, complete and accurate copy of which, shall have been executed by the parties thereto and delivered to the Supreme Council prior to the grant of this License, relating, *inter alia*, to the day-to-day management and operation of the Licensee.

"Mandatory Services": defined in Annexure B, Section 3.

"Mobile Backbone Transmission Facilities": radio and non-radio (i.e., wireless or wireline) telecommunications facilities, such as microwave systems and fibre optic cables, that are used to link the telecommunications network facilities of the Licensee with one another (including its base transceiver stations, base station controllers and mobile switches) or with the telecommunications network facilities of another licensed service provider, but excluding



any wireline or wireless links that connect such facilities to an end user or other Retail Customer.

"Mobile Number Portability": a facility by which a user can retain an existing number without impairment of quality, reliability or convenience when switching from one service provider of Mobile Services to another.

"Mobile Service": a telecommunications service provided by means of radio communications access facilities that is capable of continuous and uninterrupted use while moving between the cell area of one antennae and the cell area of a different antennae.

"Nomadic Services" a telecommunications service which, in accordance with internationally recognized standards applicable to fixed wireless access technologies, offers limited mobility but is not capable of continuous and uninterrupted use when moving between the cell area of one antennae and the cell area of a different antennae.

"Performance Bond": as defined in Clause 29.2(a).

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

"Public Offer": the initial public offering of forty (40) per cent of the authorized capital of the Licensee for subscription by Qatari citizens and the listing of such shares on the Doha Stock Exchange.

"Premium Mobile Service Opportunity Fee": the fee in the amount of QAR [•] ([•] Qatar Riyals) payable by the Licensee for the opportunity to provide public mobile voice and data services under this License.

"Private Network": a data or voice network that is utilized for the internal communications needs of a legal Person or any of its Affiliates, provided that such network is not connected, directly or indirectly, with any Public Switched Telecommunications Network.

"Public Fixed Access Service": any form of telecommunications access medium that enables an end user utilizing a fixed or nomadic communications device to connect with the switch, node or other connection point of a Public Switched Telecommunications Network.

"Public Mobile Telecommunications Network": any network over which Mobile Services are made available to the general public on a commercial basis and that fall within the scope of the Authorized Networks and Facilities set forth in Annexure B, Section 1 of this License.

"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": this License and 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.



"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 goods and services provided under this License, including related investments or savings.

"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.

"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 a two-way mobile telephony service to the general public on a commercial basis and such service: (a) becomes freely available to be purchased in part or all of the State of Qatar, (b) can be provisioned within a reasonable timeframe in areas where the service is available, and (c) generates revenue for the Licensee. For the avoidance of doubt, where the Licensee is offering a two-way mobile telephony service on a trial or restricted basis and is not charging for such services, such offering shall not constitute "Service Launch".

"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.

"Technology Bond": as defined in Clause 29.2(b).

"Technology Commitments": as specified in in Annexure G, Section 2 Exhibit 2.

"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.

"Value Added Service": communications or information services that enhance or provide additional features which complement the mobile voice and data services expressly authorized by this License, and which may be more specifically defined by the Applicable Regulatory Framework.

"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 – AUTHORIZED AND MANDATORY 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, operate and use:
 - (a) a land-based Public Mobile Telecommunications Network or Network elements;
 - (b) Mobile Backbone Transmission Facilities; and
 - (c) International Gateway Facilities(collectively, the “**Authorized Telecommunications Network**”).
 - 1.2 The Licensee shall ensure that the Authorized Telecommunications Network is designed, installed, operated and maintained as necessary and appropriate to enable and/or support the provision of the Mandatory Services specified in Section 3 of this Annexure B and such other services that are authorized hereunder.
 - 1.3 Notwithstanding any other provision of this License to the contrary, the Licensee shall install and operate any telecommunications facilities designed for or adapted to radiocommunications in compliance with the terms and conditions of the Applicable Regulatory Framework, including the relevant radio spectrum licenses issued to the Licensee by the Supreme Council.
 - 1.4 The Licensee shall procure that any International Gateway Facilities and domestic switching facilities used by it for the provision of the Authorized Telecommunications Services and the Mandatory Services are installed, and remain located, in the territory of the State of Qatar, unless expressly permitted by the Supreme Council.
2. **Authorized Telecommunications Services**
 - 2.1 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 infrastructure except as otherwise permitted by this License or the Applicable Regulatory Framework, and without any undue preference for or undue discrimination against particular Persons or classes of Persons:
 - (a) domestic and international Public Mobile Telecommunications Services;
 - (b) International Roaming Services;
 - (c) Domestic Roaming Services, as and where permitted by this License or the Applicable Regulatory Framework;
 - (d) Value Added Services;
 - (e) 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 for importation either specifically or by equipment category; and



- (f) any ancillary services that are provided as an adjunct to or in support of these services (including the provision of wholesale leased line services to other holders of Public Telecommunications Licenses);

(collectively, the "**Authorized Telecommunications Services**").

- 2.2 An indicative (but not exhaustive) list of Authorized Telecommunications Services is set forth below:

Authorized Services	General Description*
Telephone service	Mobile- originated local and long distance telephone services Non-basic domestic or international telephone services, including toll-free service (e.g., 800 service). Dial-it or premium rate services (e.g., 900 service).
Call handling	Voice mail Call diversion Call waiting Call hold Call barring Calling line identification presentation Calling line identification restriction Conference call Call transfer Cell broadcast (e.g. voice message broadcast)
Messaging	One to one SMS Group SMS Cell broadcast SMS
Data services (other than text)	Mobile data transfer services (using data transfer technologies such as, but not limited to, GPRS bearer, EDGE bearer, WAP browsing, WCDMA bearer or similar): mobile internet browsing, email, mobile downloads etc Multimedia messaging service Video calling Mobile TV services
Wholesale fixed network services utilizing Mobile Backbone	Leased line services to other Public Telecommunications License holders or other services expressly approved by the Supreme Council.

* These descriptions are illustrative only and are subject to more precise definitions that may be found in other provisions of this License or the Applicable Regulatory Framework.



Transmission Facilities	
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3. **Mandatory Telecommunications Services**

Subject to the Coverage Milestones and Completion Deadlines set forth in Annexure G Section 1 of this License, the Licensee is hereby mandated to provide the following telecommunications services (the "**Mandatory Services**"):

Mandatory Services	General Description*
Two-way mobile telephony service	Basic mobile "voice" service (i.e., the ability to receive or make local, national and international mobile calls that support real-time speech)
Emergency Call Services	Any Customer must be able to access Emergency Call Services at no cost
Mobile Number Portability (mobile to mobile)	Subscribers should be able to keep the same mobile number on changing mobile network operators

4. **Limitations on the Provision of Services under this License**

4.1 Notwithstanding any other provision of this License to the contrary, this License does not authorize the holder to provide any of the following services except with the specific prior written approval of the Supreme Council:

- (a) Public Fixed Access Services;
- (b) the sale of leased line services utilizing the Licensee's Mobile Backbone Transmission Facilities to Retail Customers or licensees other than holders of Public Telecommunications Licenses;
- (c) the provision of International Very Small Aperture Terminal Networks and Services;
- (d) international telecommunications services originating on a Fixed Telecommunication Device; and
- (e) wholesale mobile services or Domestic Roaming Services except as provided in Annexure J.

* These descriptions are illustrative only and are subject to more precise or limited definitions that may be found in other provisions of this License or the Applicable Regulatory Framework.



ANNEXURE C – [INTENTIONALLY OMITTED]



ANNEXURE D – PROCEDURES FOR IMPLEMENTING AND REVISING RETAIL TARIFFS

1. General Provisions Applicable to All Service Providers

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.

All Public Telecommunications Services must be offered pursuant to a Tariff in accordance with the following provisions, except with respect to the Tariff filing, review and publication procedures set forth in Sections 1.10.1, 1.10.2, 2 and 3 of this Annexure, which shall become effective on a date to be specified by the Supreme Council after completion of the initial dominance designation process. Until such date, all Tariffs shall comply with the transitional procedures for filing, review and publication that are set forth in Annexure J, Section 6.

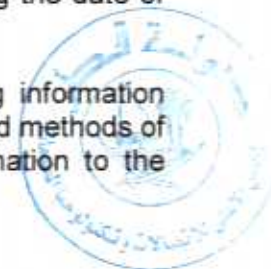
The Licensee shall make available to the Supreme Council for its review any and all of the Licensee's proposed Tariffs, or any modifications thereof, for Public Telecommunications Services (including any discounts and promotions). All approved or notified Tariffs must be provided in a format that is clear, legible and easily understood. 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.

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.

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.

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.

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.

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. 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

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.

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.

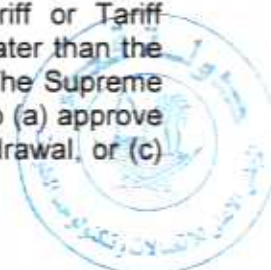
The Licensee shall comply with procedures for Tariff filing, review and publication that are set forth in Sections 3.2 and 3.3 of this Annexure in respect of Tariffs that contain any service or service element that falls within a relevant market with respect to which the Licensee has been designated as a Dominant Service Provider.

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.

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 this 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

The Licensee shall deliver to the Supreme Council any proposed Tariff or Tariff modifications in both paper copy and electronic "read-only" 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.

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

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.

The Licensee shall deliver to the Supreme Council any proposed Tariffs or Tariff modifications in both paper copy and electronic "read only" 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.

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.

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.

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

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 PROVISION AND QUALITY OF SERVICE ("QoS") TO RETAIL CUSTOMERS

1. From the Service Launch Date and throughout the term of this License, the Licensee shall comply with the primary QoS performance obligations for the Public Mobile Telecommunications Services provided to Retail Customers that are set forth in Exhibit 1 below (the "**Primary QoS Performance Obligations**").
2. The Licensee shall provide a QoS Compliance Report ("**QCR**") to the Supreme Council certifying its actual performance in relation to the Primary QoS Performance Obligations in a format that shall be approved by the Supreme Council.
 - 2.1.1 The QCR shall be submitted on a semi-annual basis beginning six (6) months after the Service Launch Date, no later than twenty-one (21) days after the close of each period.
 - 2.1.2 Beginning no sooner than twenty-four (24) months after the Service Launch Date, the Supreme Council may request some or all of the QoS reports to be filed on a quarterly basis.
3. Failure to meet the Primary QoS Performance Obligations set forth in Exhibit 1 on a repeated basis or in a manner that is significantly disruptive to Customers may result in the imposition of fines or penalties, in accordance with the Applicable Regulatory Framework. In evaluating the Licensee's compliance with its QoS obligations, the Supreme Council may, at its sole discretion, consider any convincing evidence of serious and not reasonably foreseeable circumstances beyond the Licensee's control which may have impeded the Licensee's ability to comply with such obligations
4. In accordance with the Applicable Regulatory Framework, the Supreme Council may also require the Licensee to provide refunds to any Customers or class of Customers as a means of providing reasonable compensation for the Licensee's failure to comply with its Primary QoS Performance Obligations. The amount of the compensation shall take into account the severity, impact and duration of the Licensee's failure to meet its Primary QoS Performance Obligations.
5. With respect to the verification of the Licensee's compliance with any or all of the QoS obligations, the Supreme Council may, at any time and at its sole discretion, require the Licensee to:
 - (a) carry out, at its cost and expense, sample testing and to deliver a special report in accordance with the written instructions of the Supreme Council; and
 - (b) submit to sample testing or a full audit carried out, at the cost and expense of the Supreme Council, by a Person designated by the Supreme Council.
6. The Supreme Council may publish on its website, in a manner that enables remote access to the public, free of charge, the results of the Licensee's compliance with the QoS obligations in full or in summary form, including in a comparison with other service providers and international benchmarks. However, the Supreme Council shall not publish results of the Licensee's compliance with the Primary QoS Performance Obligations relating to the first year following the Service Launch Date.
7. From the Service Launch Date and throughout the term of this License, the Licensee is also expected to comply with the secondary QoS performance obligations set forth in Exhibit 2 below (the "**Secondary QoS Performance Obligations**"). However, the



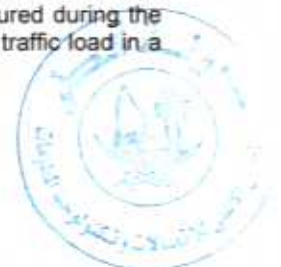
Licensee will not be obligated to include these parameters in the QCR, unless required to do so by the Supreme Council.

8. The Licensee shall comply with any rules, regulations, or decisions that the Supreme Council may issue in relation to the QoS obligations and the related reporting requirements.
9. If the Licensee notifies the Supreme Council that the Licensee has failed to comply with one or more of its QoS obligations, or if the Supreme Council determines, based on its own investigation and following consultation with the Licensee, that there has been a failure to comply with the same, the Licensee shall have one (1) month in which to bring its operations into compliance. Failure to comply with obligations set forth in this Section within that timeframe shall be deemed a breach of License and may result in penalties and/or sanctions being imposed on the Licensee.

Exhibit 1: Primary QoS Performance Obligations

Parameter	Measure	Measurement Method	Obligation during First Year following the Service Launch Date	Obligation during Second Year following the Service Launch Date	Ongoing obligation after Second Year following the Service Launch Date
Network call set-up success rate	These measures the call set up success rate over the busiest part of the network. The call setup success rate is defined as (successful seizures for TCH/ seizure attempts for TCH) multiplied by (successful SDCCH requests for call set-up / SDCCH requests for call set-up).	The 10% of cells which have the highest levels of carried traffic during their busy hour during the measurement period are identified. The call set up success rate is calculated for each cell during the identified busy hour ¹ . The network call set up success rate is the average across the individual success rates for each cell.	≥ 95%	≥ 97%	≥ 98%
Network dropped call rate	This measures the dropped call rate over the busiest part of the network. The network dropped call rate is defined as the proportion of calls successfully set up which terminate for any reason other than termination by either the calling or called parties.	The dropped call rate is calculated during the busy hour ¹ for each of the 10% of busiest cells (as for the call success rate). The network dropped call rate is the average over the dropped call rates for each cell.	≤ 3.5%	≤ 2.0%	≤ 1.5%
Network quality	This measures the proportion of the network over which performance is deemed to be adequate during busy periods. It is defined as the 'number of cells with x% or lower dropped call rate and a call set up success rate of y% or higher divided by the total number of operational cells', where x and y are the respective obligations in the relevant year.	The busy hour ¹ with the highest level of carried traffic during the month is identified for each cell. The call set up success rate and dropped call rates are then calculated for each cell over this busy hour. The proportion of cells satisfying the criterion (previous column) is the performance measure.	≥ 90%	≥ 93%	≥ 95%

¹ For the avoidance of doubt, the busy hour during the measurement period is the hour over the measurement that consistently carries the highest amount of traffic of all daily busy hours measured during the period. The daily busy hour is a sliding 60-minute period during which occurs the maximum total traffic load in a given 24-hour period.



Billing correctness complaints	The number of billing correctness complaints received during the month as a proportion of the number of subscribers, measured separately for post-paid and pay-as-you-go Customers.	The number of billing correctness complaints received (each instance of a complaint being counted) is divided by the corresponding number of subscribers. A bill correctness complaint is an expression of dissatisfaction with a bill received from a Customer. A bill correctness complaint should not be confused with a billing query (a request for information) or with a fault report. Statistics should include all billing complaints received in the reporting period, regardless of the validity of the complaint and the dates of calls or any other occurrences that are the subject of the complaint.	≤ 2%	≤ 1.5%	≤ 1%
	Time to resolve billing complaints.	The proportion of bill correctness complaints resolved within - 15 business days - 25 business days	≥ 95% ≥ 99%	≥ 95% ≥ 99%	≥ 95% ≥ 99%

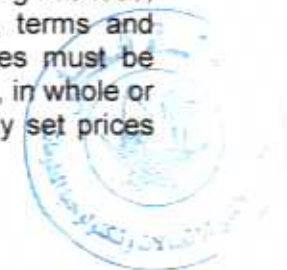
Exhibit 2: Secondary QoS Performance Obligations

Parameter	Measure	Measurement Method	Obligation during First Year following the Service Launch Date	Obligation during Second Year following the Service Launch Date	Ongoing obligation after Second Year following the Service Launch Date
Network availability	This provides a measure of the proportion of time that the network is available to its subscribers. It is defined as the proportion of time during which at least 80% of the installed radio capacity at each base station is operational, meaning that the network can perform its required functions.	For each base station site, the number of hours during which at least 80% of the installed capacity is operational during the month is determined, and divided by the total number of hours in the month. Network availability is the average of the availability of each base station site.	≥ 99.95%	≥ 99.95%	≥ 99.95%



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 (a) Reference Interconnection Offers, as set forth in Section 4 of this Annexure, or (b) the Fast Track Interconnection Process as set forth in Section 3 of Annexure J.
 - 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:

- (a) 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;
- (b) the type of interconnection services and telecommunications services provided via the interconnected networks;
- (c) the capacity required by the requesting licensee and the commitments of the other party to the interconnection agreement to provide this capacity;
- (d) dates, time periods, and deadline for establishing interconnection;
- (e) testing arrangements and protocols;
- (f) any special provisions required to maintain acceptable signal quality;
- (g) measures for the protection of the network and interconnected networks from damage or harm, and for ensuring network safety;
- (h) additional cost components of the Licensee, or of the requesting licensee, associated with the establishment of the agreed network termination points for interconnection;
- (i) interconnection prices and other terms and conditions;
- (j) the procedures for network management;
- (k) the common securing of emergency calls and operator assistance, if applicable;
- (l) the effective period of the interconnection agreement; procedures for amendment, renewal, suspension and termination thereof; and
- (m) 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.

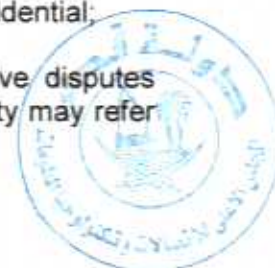
4.1.2 The Supreme Council shall decide on the procedures and timetable for review and implementation of the RIO depending on the circumstances, including industry or public consultations in respect of the RIO. The Supreme Council shall issue a decision to approve, modify or reject the RIO or parts thereof. 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 – NETWORK ROLL-OUT AND COVERAGE OBLIGATIONS

1. The Licensee shall comply with the General Coverage Obligations and Completion Deadlines set forth in Exhibit 1 of this Section, including both geographic and population components for each Coverage Obligation Milestone.
 - 1.1 Compliance with Coverage Milestones I, II and III shall be measured only with regard to telecommunications facilities that are owned and operated entirely by the Licensee and shall not include population or territory covered through the resale of Domestic Roaming Services.
 - 1.2 For the purpose of compliance with Coverage Milestone IV only, the Licensee may cooperate with any other licensed provider of Public Mobile Telecommunications Services in the State of Qatar to propose a mutually agreeable arrangement for jointly meeting the 100 percent geographic coverage obligation (over and above the stipulated population and geographic obligations of Coverage Milestones I through III), including joint ownership or sharing of facilities, mutual roaming rights or other forms of cooperation. Any such proposal must be submitted to the Supreme Council at least one (1) year prior to the [Fifth Anniversary Date], and shall be subject to its approval. If a joint arrangement is approved and implemented, the Licensee and the other licensee involved shall be jointly responsible for meeting Coverage Milestone IV, but shall remain individually responsible for payment of the Performance Bond if the Coverage Milestone is not met by the Completion Deadline. In the absence of an approved mutually agreed arrangement, the Licensee shall be individually responsible for complying with the Coverage Milestone IV.

Exhibit 1: General Coverage Obligations

Coverage Milestone	Completion Deadline	Coverage Obligation		Performance Bond Component [QAR million]
		Geography	Population	
I	8 months from effective date of licence	-	80%	15
II	8 months from effective date of licence	All major roads	95%	35
III	8 months from effective date of licence	All paved roads	98%	60
IV	18 months from effective date of licence	100% of the State of Qatar	100%	10

2. By the end of the three (3) year period commencing on the Effective Date (the "**Technology Commitment Deadline**"), the Licensee shall be required to implement the technologies and achieve the corresponding population coverage obligations that are set forth in Exhibit 2 of this Section.

Exhibit 2: Technology Commitments



Mobile Technology	Population Coverage	Technology Bond Component (QAR million)
2G (GSM)	100%	90
2.5G (GPRS/EDGE)	100%	
3.0G (UMTS)	90%	
3.5G (HSPA)	90%	
Other	N/A%	

3. For the purpose of this Annexure G only:

- 3.1 Population coverage shall be defined as the percentage of the total number of inhabitants of the State of Qatar who permanently reside, in accordance with the then most recent official statistics available from The General Secretariat of the Planning Council for the State of Qatar (<http://www.planning.gov.qa/>), in the area where the Public Mobile Telecommunications Services are available at the minimum signal strength.
- 3.2 Coverage of roads shall be defined as the percentage of the total length of the designated roads over which Public Mobile Telecommunications Services are available at the minimum signal strength.
- 3.3 Public Mobile Telecommunications Services are considered to be available in a geographic area if a voice call can be successfully commenced and completed and the minimum signal strength obligations are met.
- 3.4 The minimum signal strength required to qualify for achieving coverage is -51 dBµV/m (or -85 dBm) at ≥ 95% of the locations within any outdoor area of 100m x100m at a height of 1.5m above ground level.
- 3.5 Local, primary, secondary and tertiary roads are those designated by The General Secretariat of the Planning Council for the State of Qatar (<http://www.planning.gov.qa/>), as might be amended from time to time.
- 3.7 100% of the State of Qatar is defined as the primary physical landmass of the State of Qatar. For the avoidance of doubt, this does not include Qatari territorial waters or offshore islands.

4. The Licensee shall submit a detailed written status report to the Supreme Council semi-annually beginning six (6) months after the Effective Date. The status report shall document the Licensee's progress in meeting the General Coverage Obligations, the Continuing Coverage Obligation, and the Technology Commitments and shall be submitted in a format and in a level of detail approved by the Supreme Council.

On or before the expiration of three (3) years, the Licensee will provide independent evidence of achieving the deployment of the technical obligations at Exhibit 2 by means of an audit of physical inventory.



5. No later than one (1) month following each Completion Deadline prescribed for each relevant General Coverage Obligation and the Technology Commitment Deadline, the Licensee shall certify to the Supreme Council that the relevant coverage obligations have been met in full. The Licensee shall support its certification to the Supreme Council with coverage maps and statistics showing actual base station sites installed and their coverage areas, and with calculations of the proportion of the population covered. The Licensee shall provide independent verification that the relevant coverage obligations have been met and shall provide a copy of the resolution of the Board of Directors of the Licensee approving and adopting the certification.
6. The Licensee shall respond promptly and fully to any requests for information made by the Supreme Council relating to Licensee's network coverage.
7. The Supreme Council may, in its sole discretion, undertake an independent audit of the Licensee's network performance at any time following receipt of certification from the Licensee in respect of its fulfillment of the Coverage Obligation and its Continuing Coverage Obligation, or in the event that the Licensee fails to provide the required certification. The Licensee shall cooperate fully with the Supreme Council and any third party experts that the Supreme Council may commission to undertake such an audit.
8. As a condition for the grant of this License, the Licensee shall have provided:
 - (a) the Performance Bond, each component of which shall guarantee the Licensee's fulfillment of the relevant Coverage Obligation by the relevant Completion Date all as set forth in Exhibit 1 of this Annexure G; and
 - (b) the Technology Bond, which shall guarantee the Licensee's fulfillment of the relevant Technology Commitment as set forth in Exhibit 2 of this Annexure G;in each case payable to the Supreme Council and issued or endorsed by a bank operating in the State of Qatar.
9. Following the Fifth Anniversary Date and throughout the term of this License, the Licensee shall continue to provide mobile network coverage to 100% of the territory of the State of Qatar (the "**Continuing Coverage Obligation**"), in conformity with Section 1.2 of this Annexure. In the event that the Licensee fails to comply with Coverage Obligation Milestone IV by the stipulated Completion Deadline as set forth in Exhibit 1 of this Annexure G, it shall use all reasonable efforts to fulfill the obligation without further delay. If required by the Supreme Council, the Licensee shall provide an additional Bond in the amount of QAR 10 million in respect of each year until the Coverage Obligation is finally met. Any such additional Bonds shall be provided by the Licensee pursuant to the provisions of Annexure K and in accordance with a written order issued by the Supreme Council.



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 any radio spectrum licenses relating to this License shall be due and payable annually in advance, and 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, interconnection and 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, including any related spectrum license fees, 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: 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) 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 Net 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.

4. **Radio Spectrum Fees**

For each Calendar Year (or part thereof) beginning on the Effective Date, the Licensee shall duly and timely pay to the Supreme Council any and all radio spectrum fees that are specified in the respective radio spectrum licenses granted to the Licensee. Fees are payable in advance, annually, prior to the anniversary date of the grant of the respective radio spectrum license for each year (or portion of a year) to which they apply.



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") will prepare or otherwise participate in a cost study of its public telecommunication service. 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 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, 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 each public telecommunications service provided by service provider is cost-oriented. The service provider will disclose the main categories under which costs are grouped and the rules used for the allocation of costs to each service category. The service provider 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 service provider as dominant, the service provider 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 service provider as dominant, the service provider 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 the an order issued by the Supreme Council designating the service provider as dominant, the service provider will provide to the Supreme Council a written status report regarding implementation of the cost accounting system.
 - (iv) Within 24 months of the an order issued by the Supreme Council designative the service provider as dominant, the service provider 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 service provider 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 service provider 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 service provider will disclose by publication on its external website technical specifications and other information about the service provider's telecommunications facilities or services in respect of any designated relevant markets which are required by:
 - (i) end users to interconnect terminal equipment to the network; or
 - (ii) other service providers to provide interoperable telecommunications services.
- (b) The information will be sufficiently detailed to enable deployment of equipment and services that can interconnect to and/or interoperate with the service provider'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:

- (i) end users to interconnect terminal equipment to the network; or
 - (ii) other service provider to provide telecommunications services.
- (b) The information will be sufficiently detailed to enable deployment of equipment and services that can interconnect to and/or interoperate with the service provider'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 service provider 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 service provider 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 customer that wants to purchase a specific public telecommunications service, as a condition for purchasing that telecommunication service, to also purchase any other good or service, whether from the service provider, 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 service, not justified by any objective factor, that has the effect of foreclosing another licensed service provider from a significant portion of any public telecommunication services market. In particular, the service provider will not offer:

- (a) loyalty discounts, in which the service the provider offers a discount on the condition that the customer not purchase service from another service provider;
- (b) volume discounts based on a customer's total expenditure, but that are applied only to charges for public telecommunication services that are subject to effective competition; or
- (c) 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, a DSP will not refuse to provide another service provider with access to any service, system or information that the other service provider requires in order to provide public telecommunications services within the State of Qatar or between Qatar any other location.

3.6 Predatory Pricing

A DSP will not sell retail telecommunications 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 service that is not subject to effective competition, or transfer a part of the cost of a public telecommunications service, to cross-subsidise the price of any retail telecommunication service that is subject to effective competition.

3.8 Price Squeezing

A DSP will not provide a public telecommunications service, or provide access to any facility, 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 DSP 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.

3.9 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 service provider, or degrades the operation of another service provider'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. Domestic Roaming Right

2.1 The Licensee shall be authorized to request Qtel to enter into good faith negotiations for the provision of Domestic Roaming Services. Domestic Roaming Services shall include inbound and outbound standard teleservices, standard bearer services and standard supplementary services as defined by the relevant standards body for mobile networks. These services shall be offered to the Licensee on a wholesale basis outside the greater metropolitan Doha and Al Rayyan areas and they shall not be provided within the greater metropolitan Doha or Al Rayyan areas.

2.2 If the Licensee so requests, Qtel shall be obligated to provide Domestic Roaming Services to the Licensee, subject to the limitations set forth in Section 1 above commencing no later than the Service Launch Date and continuing for a period of two (2) years.

2.2.1 The Licensee shall engage in good faith negotiations with respect to the provision of such services and shall be entitled to obtain the requested Domestic Roaming Services whether or not all of the pricing, technical features or other issues concerning the provision of Domestic Roaming Services have been agreed by the Service Launch Date.

2.2.2 The Licensee's right to obtain Domestic Roaming Services from Qtel applies to the extent that it is technically feasible for Qtel to provide such services, as determined by the Supreme Council. Qtel shall have the burden of demonstrating that a request is not technically feasible. Should additional technical capacity or capabilities be required to support such Domestic Roaming Services, the Licensee shall enter into good faith negotiations with Qtel to reach an appropriate commercial solution.

2.2.3 If the parties fail to agree on any or all aspects of the Domestic Roaming arrangements within a reasonable time, either party may refer the matter to the Supreme Council for resolution, and the provisions of Section 3 of Annexure F shall apply.

2.2.4 The Supreme Council may intervene at any time and determine the terms and conditions that will apply unless and until the parties agree on mutually acceptable alternative terms and conditions or the final resolution of a dispute is reached. In determining such terms and conditions, the Supreme Council may take into account the relevant international benchmarks, cost-orientation methodology or other suitable criteria; and such terms and conditions will be applied retrospectively to the commencement of service.

2.3 The Licensee may provide Value Added Services to its Customers while they are roaming on Qtel's Public Mobile Telecommunications Network.



- 2.4 Service provision achieved by the Licensee on the basis of Domestic Roaming Services shall not be counted for purposes of evaluating the Licensee's compliance with the General Coverage Obligations set forth in Annexure G.

3. **Fast-Track Interconnection Process**

- 3.1 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 interconnection and/or access services or products in a market in which any other licensed service provider has been designated as dominant, for the purpose of expediting the implementation of interconnection and/or access arrangements with such dominant service provider.
- 3.2 If the Supreme Council determines that a fast-track procedure should be applied, it shall stipulate an accelerated timetable for negotiation between the parties.
- 3.3 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 interconnection and access.

4. **Mobile Number Portability -- Start-up Implementation Obligations**

In furtherance of the Licensee's obligation to provide Mobile Number Portability to its Customers to enable them to continue to utilize their mobile numbers if they discontinue their commercial relationship with the Licensee in order to take service from another licensed provider of Public Mobile Telecommunications Networks and Services, the Licensee shall: (1) cooperate with any other duly licensed provider of Public Mobile Telecommunications Networks and Services to ensure that the mechanisms are in place to facilitate making Mobile Number Portability available to Customers no later than the Licensee's Service Launch Date; and (2) cooperate with the other licensed provider or providers of Public Mobile Telecommunications Services to propose the most efficient platform and process for providing Mobile Number Portability to the people of the State of Qatar. The Licensee shall ensure that any charges that it imposes for the provision of Mobile Number Portability are reasonable and cost-oriented.

5. **Fees**

- 5.1 The Licensee shall procure that any and all fees payable under radio spectrum licenses relating to this License which relate to the Calendar Year during which such licenses have been granted, have been paid to the Supreme Council as a condition for the grant of this License and the related radio spectrum licenses.

6. **Transitional Tariff Review Procedures**

- 6.1 Pending completion of the Supreme Council's initial review of the competitiveness of the relevant telecommunications markets in the State of Qatar and its decision on the designation of service providers as dominant in such markets, the Licensee shall file all proposed new Tariffs (including all Bundled Tariff Packages) with the Supreme Council



at least twenty-one (21) days before the proposed effective date of the same. Within that period, the Supreme Council may (a) approve or (b) object to a proposed Tariff and order its suspension, modification or withdrawal, or (c) extend the time period for review.

- 6.2 All Tariffs (including Bundled Tariff Packages) involving price increases 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 Tariffs. Such notification may be made by means of newspaper or other advertising or by such other means as the Supreme Council may specify.
- 6.3 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 and any consultation proceedings with respect thereto in conformity with (a) a notice of objection issued by the Supreme Council, or (b) the Applicable Regulatory Framework.
- 6.4 If the Supreme Council declines to approve a proposed Tariff, it shall inform the Licensee of the reasons for its decision.

7. **Miscellaneous Provisions**

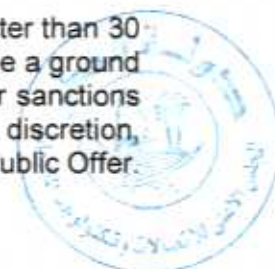
7.1 Payment of the Premium Mobile Service Opportunity Fee and Bank Guarantee

The Licensee:

- (a) shall, with respect to the payment of the Premium Mobile Service Opportunity Fee to the Supreme Council, procure as follows:
- (i) that a first installment equal to 60% (sixty per cent.) of the total amount of such fee has been paid in cash as a condition for the grant of this License; and
 - (ii) that a second installment equal to the remaining 40% (forty per cent.) of such fee will be paid in cash within fourteen (14) days following the completion of the Public Offer or, if earlier, on 30 June 2008;
- (b) shall deliver to the Supreme Council as a condition for the grant of this License a copy of an effective and enforceable bank guarantee, in the form approved by the Supreme Council and issued by a financial institution acceptable to it, guaranteeing the payment by the Licensee of the remaining 40% of the Premium Mobile Service Opportunity Fee in accordance with Section 7.1(a)(ii) above; and
- (c) shall use all reasonable endeavors to facilitate the enforcement by the Supreme Council of the guarantee referred to in paragraph (b) above, in the event that the Licensee fails to pay the remaining 40% of the Premium Mobile Service Opportunity Fee in accordance with Section 7.1(a)(ii).

7.2 Public Offer

The Licensee shall procure that the Public Offer will be completed by no later than 30 November 2008. Failure to complete the Public Offer by such date shall be a ground for revocation of the License and may also result in penalties and/or other sanctions being imposed on the Licensee. The Supreme Council may, at its sole discretion, grant to the Licensee an additional period of time in which to complete the Public Offer.



In such event, the Licensee shall use all reasonable efforts to fulfill the Public Offer obligations without further delay.

7.3 Management Agreement, Execution and Delivery

The Licensee has delivered to the Supreme Council as a condition for the grant of this License a true and complete copy of the Management Agreement duly executed by all the parties thereto.

7.4 Management Agreement, Modifications

During the period of five (5) years commencing on the date on which this License is granted, the Licensee shall notify the Supreme Council in writing prior to making any amendment to the Management Agreement and shall not make any such amendment without the prior written consent of the Supreme Council. The Licensee shall promptly provide to the Supreme Council all such information and documents as the Supreme Council shall require in relation to any proposed amendment.

7.5 Articles of Association Modifications; Share Retention

During the period of five (5) years commencing on the date on which this License is granted, the Licensee shall ensure that any proposed amendment to Article [6f] (*i.e. standstill arrangements in relation to the initial shareholding of the Licensee's founders*) of the Licensee's articles of association shall first be referred to the Supreme Council for its prior approval, and that no such amendment shall be published, distributed, proposed to the General Assembly of Shareholders or submitted to the Ministry of Commerce of the State of Qatar for its approval in accordance with applicable law, unless and until such approval is given, or this Section 7.5 waived, by the Supreme Council in writing.

7.6 Transfer of Control

During the period of five (5) years commencing from the date of this license, the Licensee will notify the Supreme Council in writing immediately after it becomes aware that any person has acquired or will acquire more than five percent (5%) of the shares of the Licensee issued as a result of the acquisition through the IPO or otherwise. The Supreme Council shall review any such transfer or proposed transfer in accordance with the provisions of Article 47 of the Telecommunications Law.

7.7 Compliance

The Licensee shall comply with all relevant provisions of the 'Mobile License Application Procedures for Pre-Qualified Candidates wishing to apply for a License to Provide Public Mobile Networks and Services in the State of Qatar' (MAP) dated 8 July 2007 (ICTRA 03/07) and any instructions, directions or notices given, and any undertakings executed during the Mobile Licensing Process, pursuant to the MAP. It will fulfill the assurances represented and given in its application to the MAP. The Licensee shall comply with the Mandated Provisions set out in Schedule VII of the MAP and, in particular, those provisions relating to control and equity ownership.

Failure to comply with obligations set forth in this Section 7 shall be a ground for revocation of the License and may also result in penalties and/or other sanctions being imposed on the Licensee.



ANNEXURE K – PROCEDURES APPLICABLE TO LICENSE OBLIGATIONS SUBJECT TO PERFORMANCE BONDS

1. Form and Content of Performance Bonds to Guarantee License Obligations
 - 1.1 The Licensee has provided, as a condition for the grant of this License, a Performance Bond payable to the Supreme Council for the purpose of guaranteeing the Licensee's fulfillment of its Secured Obligations under this License. The value of each of the Performance Bond and the Technology Bond shall be the grand total amount specified in Table A, Item 11 of this Annexure. The value of any additional Performance Bonds shall be stipulated by order of the Supreme Council in cases where it determines that a surety is necessary to guarantee the performance of a material obligation by the Licensee.
 - 1.2 The Performance Bond and the Technology Bond 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 this License for the respective 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 this 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 this 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 international 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 international 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 international expert shall be paid by the Supreme Council. If the international 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 international 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 international 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.

3. **Bond Amounts**

In order to guarantee the Licensee's obligation to fulfill any of its Secured Obligations, and as a condition for the grant of this License, the Licensee has provided to the Supreme Council a Performance Bond and the Technology Bond the total value of which shall be equal to the grand total amount specified below:



TABLE A

No.	Secured Obligations		Amount of Corresponding Performance Bond Component (QAR million)	Amount of Corresponding Technology Bond Component (QAR million)	License Cross-reference	Initial Term of Validity of Performance Bond Component
	Coverage Obligation Milestone	Infrastructure Deployment Obligation (Mobile Technology)				
1.	(I)	--	15	--	Annexure G Exhibit 1	8 months after effective of licence + 9 months
2.	(II)	--	35	--	Annexure G Exhibit 1	8 months after effective date of licence + 9 months
3.	(III)	--	60	--	Annexure G Exhibit 1	8 months after effective date of licence + 9 months
4.	(IV)	--	10	--	Annexure G Exhibit 1	18 months after effective date of licence + 9 months
5.	--	2G	--	90	Annexure G Exhibit 2	Third Anniversary Date + 9 months
6.	--	2.5G	--		Annexure G Exhibit 2	Third Anniversary Date + 9 months
7.	--	3G	--		Annexure G Exhibit 2	Third Anniversary Date + 9 months
8.	--	3.5G	--		Annexure G Exhibit 2	Third Anniversary Date + 9 months
9.	--	Other	--		Annexure G Exhibit 2	Third Anniversary Date + 9 months
10.	TOTAL		120	90	--	--
11.	GRAND TOTAL		210			



PART III: LIST OF RELATED RADIO SPECTRUM LICENSES

The following radio spectrum licenses have been awarded to the Licensee in relation to this License:

ICTRA Document	License
ICTRA 05/08 D-10	PUBLIC NETWORK SPECTRUM LICENSE GRANTED TO Vodafone Qatar QSC 880.2 – 889.8 MHz / 925.2 – 934.8 MHz 890.2 – 891.6 MHz / 935.2 – 936.6 MHz 1760.2 – 1780.0 MHz / 1855.2 – 1875.0 MHz 1945 -1960 MHz / 2135 – 2150 MHz
ICTRA 06/08 D-11	PUBLIC NETWORK SPECTRUM LICENSE GRANTED TO Vodafone Qatar QSC 494.00 MHz – 502.00 MHz
ICTRA __/08 D-12	[INTENTIONALLY OMITTED]
ICTRA 07/08 D-13	PUBLIC NETWORK SPECTRUM LICENSE GRANTED TO Vodafone Qatar QSC MASTER POINT-TO-POINT

