Amended Annexures E, G and K of

Vodafone Qatar's "License for the Provision of

Public Fixed Telecommunications Networks and Services – Dated 29 April 2010 – ICTRA 02/10"

March 8, 2018

(Final clean copy)

Annexure E

Obligations Relating to Provision and Quality of Service (QoS) to Retail Customers

(As amended in March 2018)

Exhibit 1 "Primary Fixed Voice QoS Performance Obligations" and Exhibit 3 "Primary QoS of Broadband Services" are amended as shown on the next page. The rest of Annexure E remains the same.

Exhibit 1: Primary Fixed Voice QoS Performance Obligations

Type	QoS Fixed Voice Parameter	Measure	Minimum QoS Obligations from Service Launch Date	Proposed Improved QoS Obligations	Enhancement Compliance Date
Installation	Supply time for initial telephone line connection	% of telephone lines installed (from the date a valid order is received) within 5 working days or a reasonable date specified by the Licensee.	95%		
		% of telephone lines installed (from the date a valid order is received) within 4 days after the time specified above.	99%		

The rest of this table remains the same.

Exhibit 3: Primary QoS Performance Obligations of Broadband Services

Type	QoS Fixed Broadband Parameter	Measure	Minumum QoS Obligations from Service Launch Date	Proposed Improved QoS Obligations	Enhancement Compliance Date
Installation	Supply time for initial broadband line connection	% of broadband lines installed (from the date a valid order is received) within 10 working days or a reasonable date specified by the Licensee.	95%		
		% of broadband lines installed (from the date a valid order is received) within 5 days after the time specified above.	99%		

The rest of this table remains the same.

Annexure G

Network Roll-Out and Coverage Obligations

(As amended in March 2018)

1. Substantive Requirements

1.1 The Licensee shall comply with the Coverage Obligations and Completion Deadlines set forth in Section 2 below.

1.2 The Licensee shall submit a detailed written status report to the Communications Regulatory Authority (CRA) twice a year, by the end of July and end of January for the previous semester, or as determined by the CRA in its sole disretion. The status report shall document the Licensee's progress in meeting the Coverage Obligations and the Continuing Coverage Obligation and shall be submitted in a format and in a level of detail approved by the CRA.

1.3 No later than one (1) month following each Completion Deadline prescribed for each relevant Coverage Obligation, the Licensee shall certify to the CRA that the relevant Coverage Obligations have been met in full. The certification shall be signed by the CEO of the Licensee and shall be supported by sufficiently detailed network plans and support data, including statistics and calculations showing the proportion of population and premises covered in the relevant areas. The Licensee shall provide independent verification that the relevant coverage obligations have been met. In assessing the compliance of the Licensee with the Coverage Obligations and the Continuing Coverage Obligation, CRA will consider certain criteria, including but not limited to: (a) the Licensee has notified to CRA the tariffs of the services; and (b) the Licensee has effectively offered the services in the respective area.

1.4 The Licensee shall respond promptly and fully to any requests for information made by the CRA relating to Licensee's network coverage.

1.5 The CRA 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 Obligations 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 CRA and any third party experts that the CRA may commission to undertake such an audit.

1.6 As a condition for the amendment of this Annexure G, the Licensee shall provide to CRA, within three (3) months from the effective date of this amended Annexure G, Regulatory Performance Bonds, the respective components of which shall guarantee the Licensee's

fulfillment of the relevant Coverage Obligation by the relevant Completion Deadline; in each case payable to the CRA and issued or endorsed by a bank operating in the State of Qatar.

1.7 Following the Completion Deadlines or any other deadlines specified by the CRA, the Licensee shall continue to provide fixed network coverage of the territory of the State of Qatar as per the provisions of this Annexure G (the "**Continuing Coverage Obligation**"). In the event that the Licensee fails to comply with the Continuing Coverage Obligation, it shall use all reasonable efforts to fulfill the obligation without delay.

1.8 The Licensee will be considered relieved of the Completion Deadlines for the Coverage Obligations, in instances where:

1.8.1 Other Public Telecommunications Licensees, entities owning/controlling ducts, and real estate developers do not provide unfettered and fit-for-purpose duct access, including access to leading ducts and other relevant facilities, pursuant to (a) a commercial agreement that is signed (entered into effect) after the effective date of this amended Annexure G; or (b) an agreement that is based on a regulated reference offer;

1.8.2 Other Public Telecommunications Licensees do not offer the wholesale services they are mandated to offer on a unfettered and fit-for-purpose basis; or

1.8.3 Where approving authorities and relevant rights owners do not provide consents or assistance in a reasonably timely manner.

However, in such instances the Licensee shall provide relevant justification supported by evidence and facts. In any case, the Licensee shall demonstrate that it has completed all reasonable steps in its control to achieve the Coverage Obligations and Completion Deadlines.

1.9 In the event that the Pre-conditions set out in Table 2 below have not been met within five (5) years of the effective date of this amended Annexure G in respect of a Coverage Obligation and associated Completion Deadline, the Regulatory Performance Bond applicable for the relevant Business Area shall be released. If after the release of the Regulatory Performance Bond, one or more Pre-conditions are met, then the CRA may request the Licensee to re-issue the applicable Regulatory Performance Bond within three (3) months.

1.10 In the event that one or more Pre-conditions become available in a particular Business Area and at the Completion Deadline the Licensee is largely (but not fully) compliant with the Coverage Obligation, the Licensee shall, no later than one (1) month following the Completion Deadline, submit a status report supported by sufficiently detailed network plans and data and stating the specific reasons for not meeting the full Coverage Obligation by the Completion Deadline. CRA may, in its sole discretion, either:

1.10.1 Release the relevant component of the Regulatory Performance Bond and waive the full Coverage Obligation in that Business Area; or

1.10.2 Extend the Completion Deadline for a period of two (2) years. If at the end of the extended Completion Deadline period, the Licensee is still not fully compliant with the Coverage Obligation then the full value of the relevant component of the Regulatory Performance Bond shall be payable to the CRA.

2. Coverage Obligations and Completion Deadlines

2.1 Coverage Obligations mean that the Licensee shall offer its Authorized Telecommunications Services in accordance with Table 1 and Table 2 below, subject to and conditional on the pre-conditions being met.

2.2 For the purpose of this Annexure, the terms listed below shall be defined as follows:

2.2.1 FTTP (Fiber to the Premise): Type of access network where the fiber optic and optical signal reach the user's premise (i.e., the user's living or office space).

2.2.2 Business Area: An area that is included in Table 2 and the maps of this Annexure.

2.2.3 Covered Premises: The percentage of premises (i.e., the user's living or office space) which the Licensee can provide fixed services to.

2.2.4 Population Coverage: 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://planning.gov.qa), in the areas where the Public Fixed Telecommunications Services are available.

2.2.5 State of Qatar: The primary physical landmass of the State of Qatar. For the avoidance of doubt, this does not include Qatar territorial waters or offshore islands.

2.3 The Completion Deadline in Table 1 of this Annexure is the deadline by wich the Licensee shall meet the Population Coverage of 100%.

2.4 The Completion Deadline in Table 2 of this Annexure is the deadline by which the Licensee shall offer the fixed services (based on FTTP) to the Covered Premises in the respective Business Area. For the avoidance of doubt, the timeframe to meet the Completion Deadline cannot start earlier than the effective date of this amended Annexure G.

2.5 In order to comply with the Coverage Obligations and Completion Deadlines set out in Table 1 of this Annexure, the Licensee may use any radio spectrum that the Licensee is authorized to use including, but not limited to, the radio spectrum that has been licensed to the Licensee pursuant to its "License for the Provision of Public Mobile Networks and Services".

Table 1: Coverage Obligations in the State of Qatar (including all the Business Areas that are listed in Table 2)

Area/Zone	**Technology**	**Population Coverage**	**Completion Deadline** (Refer to Clause 2.3 of this Annexure)	**Regulatory Performance Bond**
State of Qatar	No specified technology	100%	One (1) year from the effective date of this amended Annexure G.	QAR 10 million

Table 2: Coverage Obligations in the Business Areas

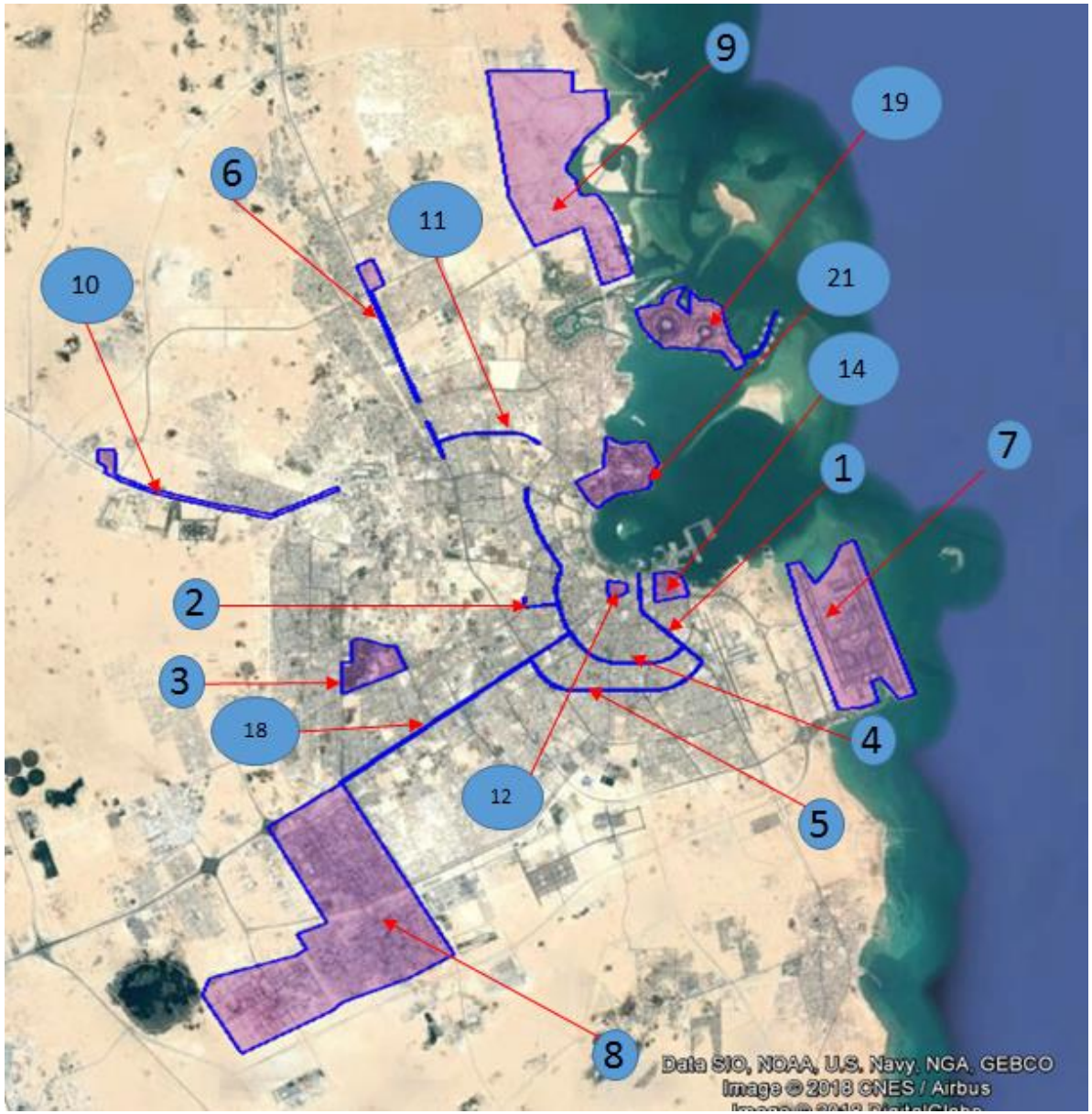
No.	Business Area	Technology	Covered Premises	Pre-conditions	Completion Deadline (Refer to Clause 2.4 of this Annexure)	Regulatory Performance Bond
1	Al-Matar Street	FTTP	100% of the premises in any given Business Area to which services can be offered based on the reach of the relevant wholesale products.	Access to relevant products and facilities, which include passive products (e.g., ducts, leading-ducts, fibre) or active products (e.g., leased lines, bitstream), via: (a) A commercial agreement that is signed (entered into effect) after the effective date of this amended Annexure G; or (b) An agreement that is based on a regulated reference offer (i.e., Wholesale Reference Offer or Standard Access Offer).	<u>Scenario (A) "Duct access available":</u> One year from the availability of duct access in the respective Business Area. <u>Scenario (B) "Wholesale fiber available":</u> Six months from the availability of wholesale fiber in the respective Business Area. <u>Scenario (C) "Wholesale active products available":</u> Six months from the availability of wholesale active products in the respective Business Area. <u>Note 1:</u> The word "availability" in this Table refers to the following date: (a) in the case of Wholesale Reference Offers (WRO): The date when the agreement pursuant to the related WRO is signed by the parties, provided that the Licensee has taken all	QAR 1 million
2	Al-Sadd (main street)					QAR 1 million
3	Aspire zone					QAR 1 million
4	C-Ring Road					QAR 1 million
5	D-Ring Road (from Al-Matar to Salwa Road)					QAR 1 million
6	Doha Festival City					QAR 0.5 million
7	Hamad International Airport					QAR 1 million
8	Industrial Area					QAR 1 million
9	Lusail					QAR 1 million
10	Mall of Qatar					QAR 0.5 million
11	Markhiya Street					QAR 1 million
12	Msheireb					QAR 1 million
13	New Port					QAR 1 million
14	Old Slata					QAR 1 million
15	QP Dukhan					QAR 1 million
16	QP Mesaied					QAR 1 million
17	QP Ras-Laffan					QAR 1 million
18	Salwa Road					QAR 1 million

No.	Business Area	Technology	Covered Premises	Pre-conditions	Completion Deadline (Refer to Clause 2.4 of this Annexure)	Regulatory Performance Bond
19	The Pearl Qatar				reasonable steps to conclude the agreement within a reasonable time. (b) In the case of a commercial agreement or an agreement that is based on a Standard Access Offer (SAO): The date when such agreement is signed by the parties. <u>Note 2:</u> In the event that the pre-conditions are met simultaneously in a number of Business Areas, for example access to ducts becomes available in all Business Areas, the Completion Deadline will be subject to feasibility as per the processes/SLAs contained in the access agreements. <u>Note 3:</u> The Completion Deadline for "QP Dukhan" Business Area is three (3) years from the effective date of this amended Annexure G.	QAR 1 million
20	Um-Alhoul (Economic Zone - Manateq)					QAR 1 million
21	West Bay					QAR 1 million

Maps – Part 1: Overview of the Business Areas

#	Business Areas	Zones
1	Al-Matar Street	Part of Zones 7, 1, 5, 15, 16, 26, 27, 42, 48
2	Al-Sadd (main street)	Part of Zones 38 and 39
3	Aspire zone	Part of Zone 54
4	C-Ring Road	Part of Zones 26, 42, 25, 41, 24, 40, 39, 23, 22, 38, 21, 37, 20, 35
5	D-Ring Road (from Al-Matar to Salwa Road)	Part of Zones 41, 42, 45, 44, 43, 40
6	Doha Festival City	Part of Zone 70, 71, 51, 30
7	Hamad International Airport (HIA)	Part of Zone 49
8	Industrial Area	Part of Zone 57
9	Lusail	Part of Zone 69
10	Mall of Qatar	Part of Zone 51
11	Markhiya Street	Part of Zones 51, 31, 32
12	Msheireb	Part of Zone 3
13	New Port	Part of Zone 92
14	Old Slata	Part of Zone 18
15	QP Dukhan	Part of Zone 86
16	QP Mesaied	Part of Zones 92 and 93
17	QP Ras-Laffan	Part of Zone 75
18	Salwa Road	Part of Zones 55, 40, 39, 56

19	The Pearl Qatar	Part of Zone 66
20	Um-Alhoul (Economic Zone - Manateq)	Part of Zone 90
21	West Bay	Part of Zone 60, 61, 63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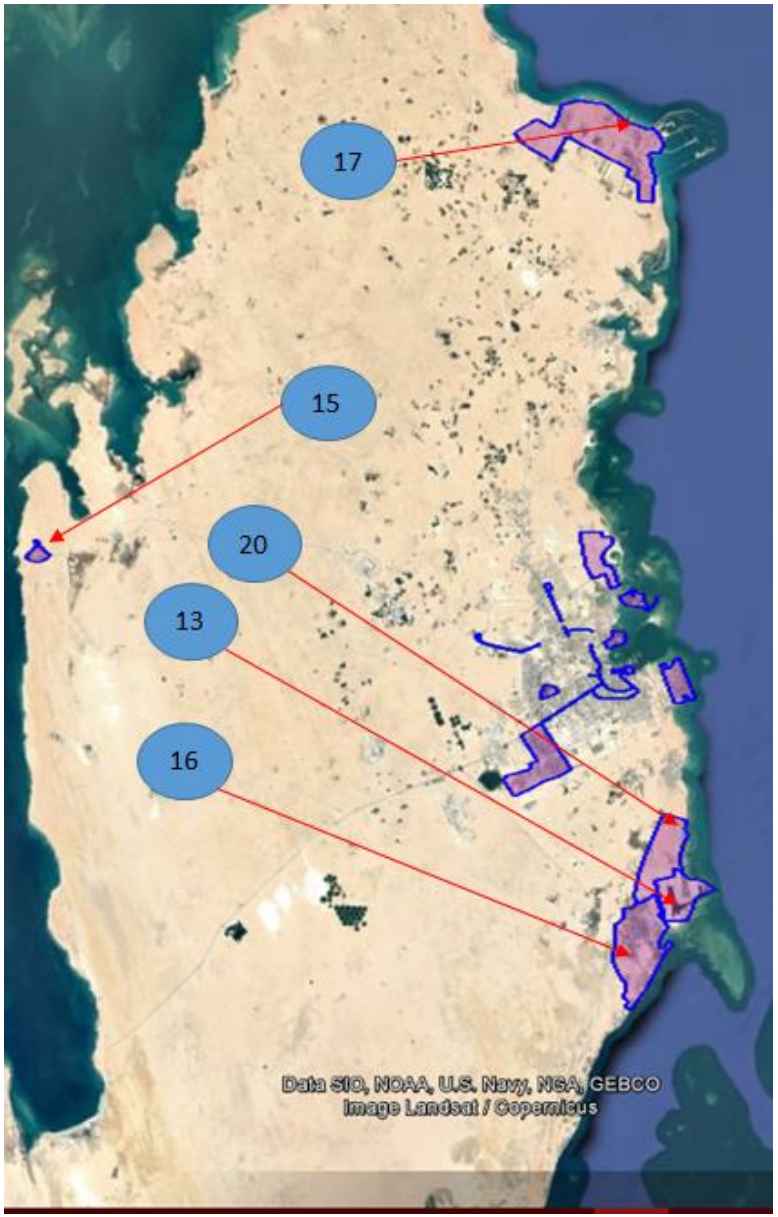
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Image © 2018 CNES / Airbus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Data SIO, NOAA, U.S. Navy, NGA, GEBCO
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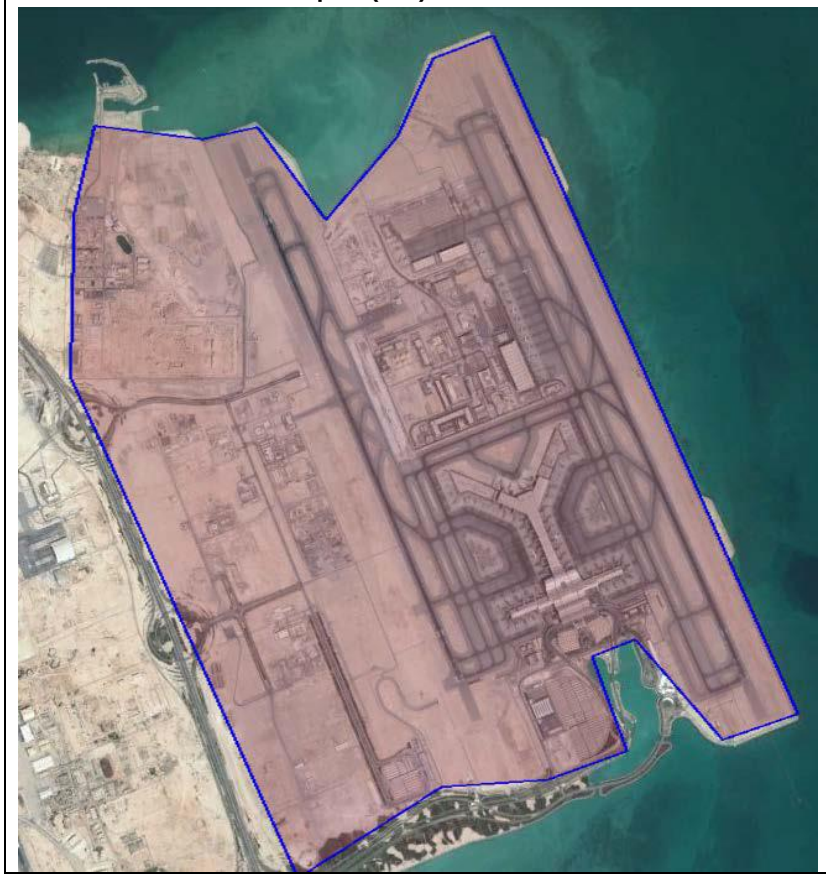
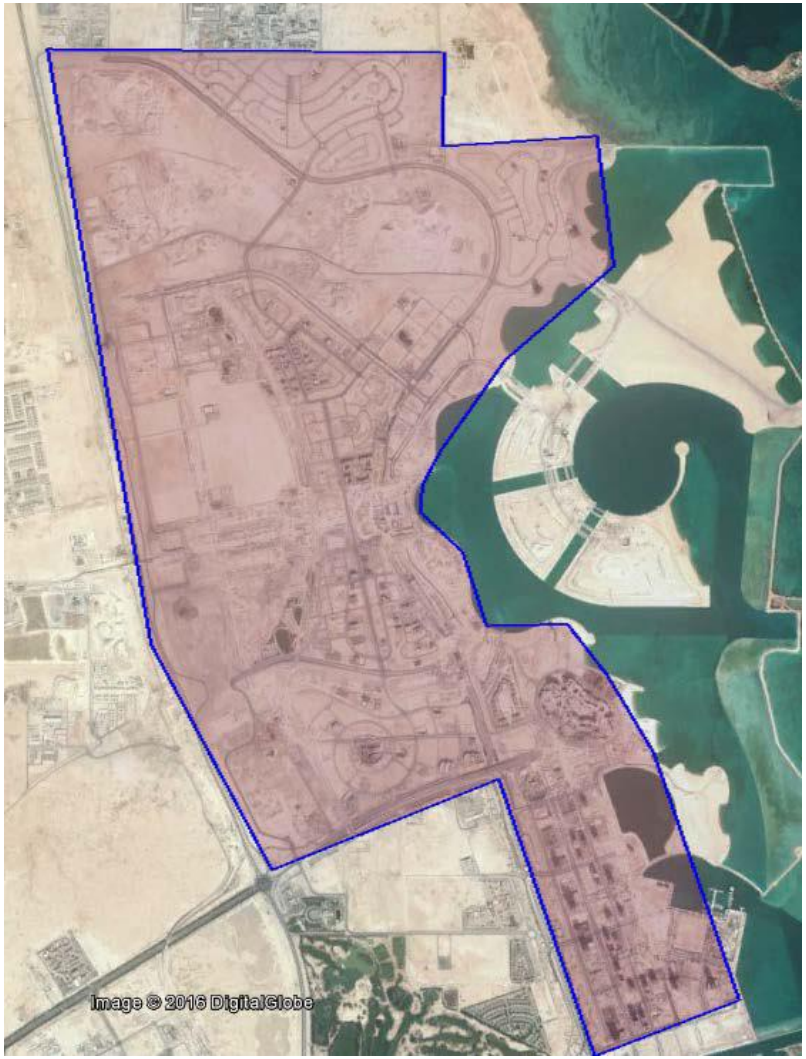
Maps – Part 2: Boundaries of the Business Areas

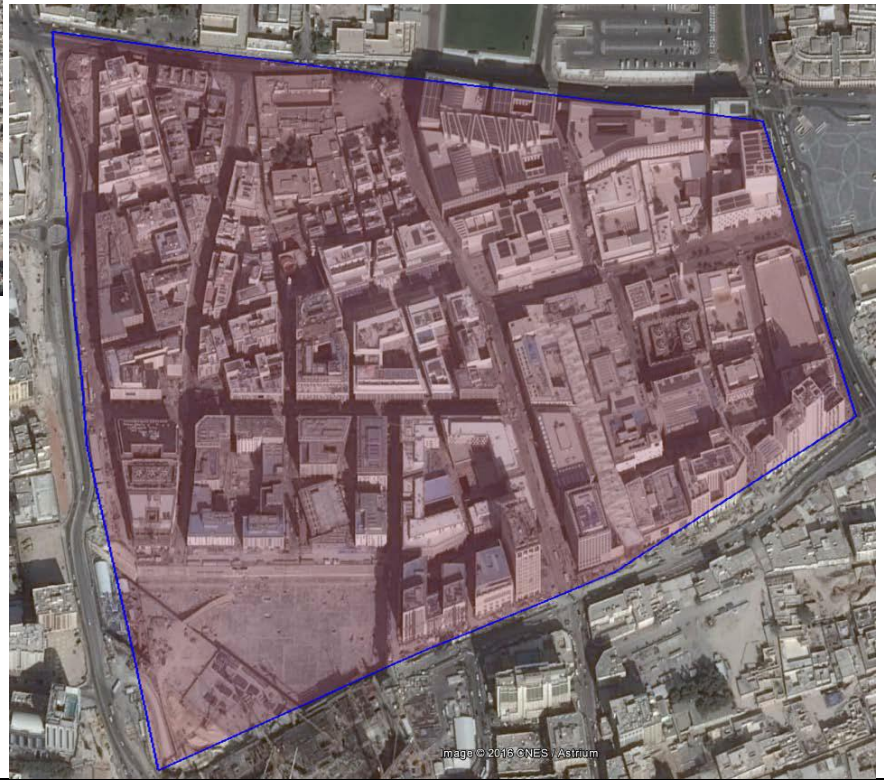
No. / Business Area / Map	No. / Business Area / Map
1. Al-Matar Street 	**2. Al-Sadd (main street)**

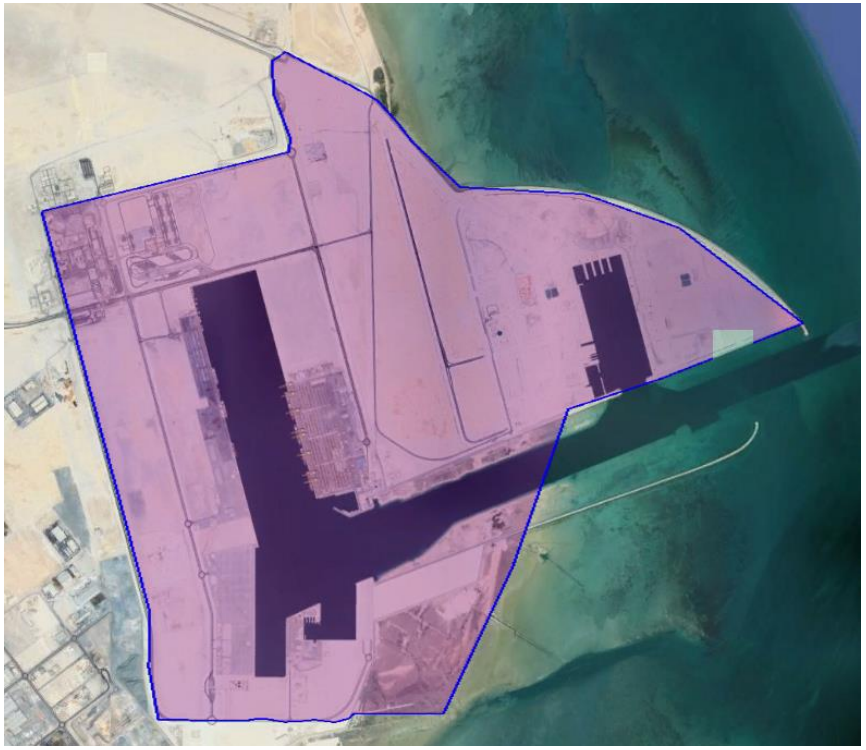
No. / Business Area / Map	No. / Business Area / Map
3. Aspire zone 	**4. C-Ring Road**

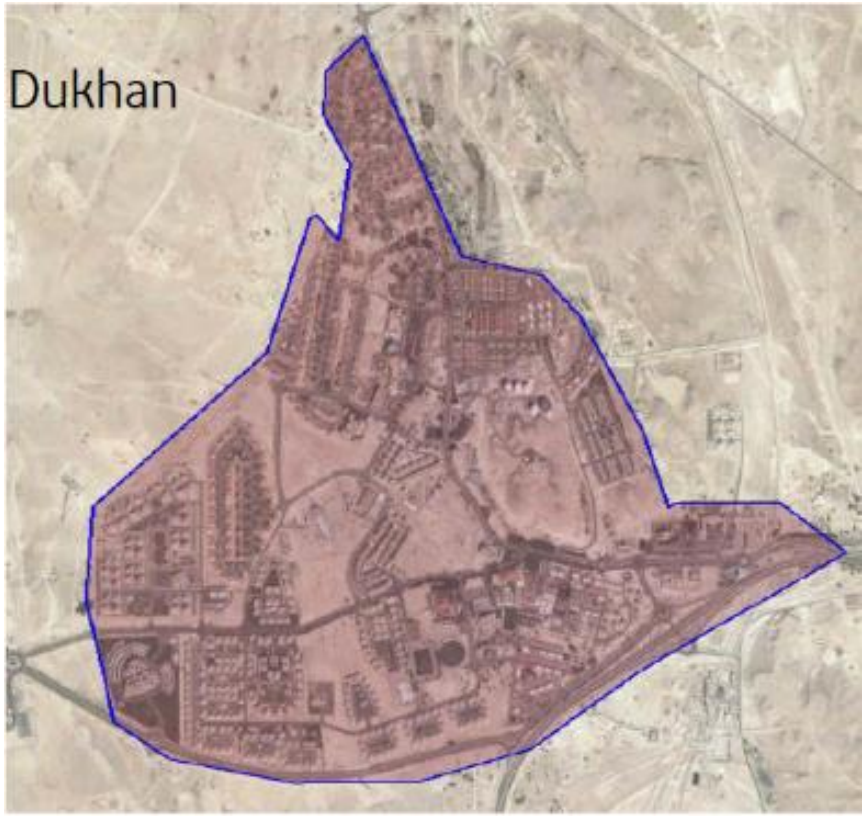
No. / Business Area / Map	No. / Business Area / Map
5. D-Ring Road (from Al-Matar to Salwa Road)	**6. Doha Festival City**

No. / Business Area / Map	No. / Business Area / Map
7. Hamad International Airport (HIA) 	**8. Industrial Area**

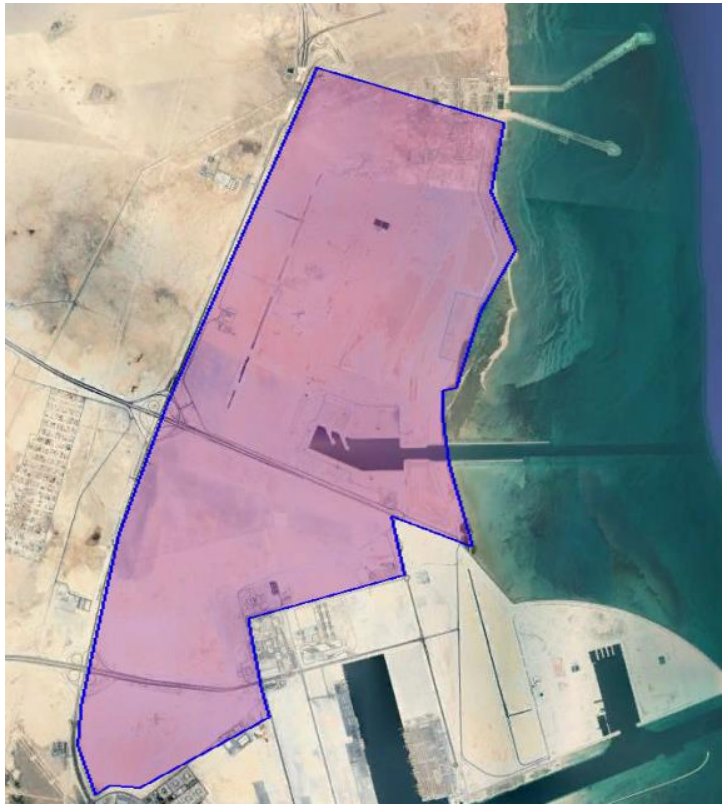
No. / Business Area / Map	No. / Business Area / Map
9. Lusail 	**10. Mall of Qatar**

No. / Business Area / Map	No. / Business Area / Map
11. Markhiya Street 	**12. Msheireb** 

No. / Business Area / Map	No. / Business Area / Map
13. New Port 	**14. Old Slata**

No. / Business Area / Map	No. / Business Area / Map
15. QP Dukhan 	**16. QP Mesaied**

No. / Business Area / Map	No. / Business Area / Map
17. QP Ras-Laffan 	**18. Salwa Road**

No. / Business Area / Map	No. / Business Area / Map
19. The Pearl Qatar 	**20. Um-Alhoul (Economic Zone - Manateq)** 

No. / Business Area / Map	No. / Business Area / Map
21. West Bay 	

Annexure K

Procedures Applicable to License Obligations Subject to Performance Bonds

(As amended in March 2018)

1. Form and Content of Performance Bonds to Guarantee License Obligations

1.1 The Licensee shall, as a condition for the amendment of this License, produce and file Regulatory Performance Bonds payable to the Communications Regulatory Authority (CRA) for the purpose of guaranteeing the Licensee's fulfilment of its Secured Obligations under this License. The value of each of the Regulatory Performance Bond components shall be the respective total amounts specified in Table A of this Annexure, with an aggregate total amount of the Bonds being the grand total amount specified in Table A of this Annexure. CRA may, in its sole discretion, determine that additional Regulatory Performance Bonds are required to guarantee the performance of a material obligation by the Licensee, in cases where CRA determines that a surety is necessary. The value of any additional Performance Bonds shall be stipulated by order of the CRA. .

1.2 The Licensee shall comply with Clause 1.1 of this Annexure within three (3) months from the effective date of this amended Annexure K, failing which the Licensee shall be in breach of this Licence.

1.3 Each of the Regulatory Performance Bonds shall 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 CRA.

1.4 Each component of a Bond that guarantees the Licensee's obligation to fulfil 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 CRA 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 fulfilment 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 CRA 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 CRA notifies the issuing financial institution of such extension prior to the expiry of the Performance Bond in respect of such component.

1.5 The Licensee shall procure that the issuing financial institution shall undertake, irrevocably and unconditionally, to pay to the CRA the full value of the relevant component of the Bond pertaining to a specific Secured Obligation on demand if and

when the CRA provides such institution with written notice confirming that the conditions for payment have been met. Such notice shall be delivered by the CRA 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 CRA in accordance with Section 1.4 of this Annexure. For the avoidance of doubt, the CRA shall only be entitled to drawdown a Bond once the procedure set out in Section 2 of this Annexure has been followed in full.

1.6 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 CRA or any third party.

1.7 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.

1.8 If the CRA determines that a specific Secured Obligation has been achieved by the Licensee, the CRA 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 CRA.

2. Procedures for Resolving Disputes over Fulfilment 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 CRA, in its sole discretion , determines that the Licensee has failed to fulfil a Secured Obligation, the CRA 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 CRA 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 CRA 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 CRA 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, including but not limited to those circumstances set out in Clause 1.8 of Annexure G. After due consideration of the responses received, the CRA 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 a Bond for a reasonable period if, in its sole discretion, the CRA determines that there are material mitigating circumstances justifying the same; or

(c) appoint an independent international expert, selected at the sole discretion of the CRA 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 CRA 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 CRA decides to request the advice of an independent international expert pursuant to Section 2.4(c) of this Annexure, the CRA 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 CRA and the Licensee in writing in accordance with the procedures established by the CRA, and a non-confidential summary of the recommendation shall be published on the CRA's official website within two (2) weeks of its submission to the CRA and the Licensee.

2.7 Fees and expenses payable to the international expert shall be paid by the CRA. 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 CRA for all fees and expenses paid to the international expert by the CRA within thirty (30) days of the Licensee's receipt of a request for payment by the CRA.

2.8 After considering the conclusions of the international expert, the CRA 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 CRA's decision shall be supported by a reasoned justification and shall be final and binding.

3. Bond Amounts

3.1 In order to guarantee the Licensee's obligation to fulfill its Secured Obligations, and as a condition for the amendment of this License, the Licensee shall provide to the CRA the Regulatory Performance Bonds the total value of which shall be equal to the grand total amount specified in Table A below.

TABLE A: Regulatory Performance Bonds

Coverage Milestone	Secured Obligation		License Cross Reference
	State of Qatar Bond	Business Areas (BA) Bonds	
State of Qatar	QAR 10 million		Annexure G, Table 1
BA 1		QAR 1 million	Annexure G, Table 2
BA 2		QAR 1 million	Annexure G, Table 2

BA 3		QAR 1 million	Annexure G, Table 2
BA 4		QAR 1 million	Annexure G, Table 2
BA 5		QAR 1 million	Annexure G, Table 2
BA 6		QAR 0.5 million	Annexure G, Table 2
BA 7		QAR 1 million	Annexure G, Table 2
BA 8		QAR 1 million	Annexure G, Table 2
BA 9		QAR 1 million	Annexure G, Table 2
BA 10		QAR 0.5 million	Annexure G, Table 2
BA 11		QAR 1 million	Annexure G, Table 2
BA 12		QAR 1 million	Annexure G, Table 2
BA 13		QAR 1 million	Annexure G, Table 2
BA 14		QAR 1 million	Annexure G, Table 2
BA 15		QAR 1 million	Annexure G, Table 2
BA 16		QAR 1 million	Annexure G, Table 2
BA 17		QAR 1 million	Annexure G, Table 2
BA 18		QAR 1 million	Annexure G, Table 2
BA 19		QAR 1 million	Annexure G, Table 2
BA 20		QAR 1 million	Annexure G, Table 2
BA 21		QAR 1 million	Annexure G, Table 2
Total	**QAR 10 million**	**QAR 20 million**	
Grand Total	**QAR 30 million**		

3.2 The initial term of the Regulatory Performance Bond for the Coverage Milestone of the State of Qatar (Table 1 in Annexure G) shall be “one (1) year plus nine (9) months” from the effective date of this amended Annexure K.

3.3 The initial term of the Regulatory Performance Bond for the Coverage Milestone of each of the Business Areas (Table 2 in Annexure G) shall be “five (5) years” from the effective date of this amended Annexure K (in line with Clause 1.9 of Annexure G).