



TRANSITIONAL PUBLIC NETWORK SPECTRUM LICENSE

GRANTED TO QATAR TELECOM (QTEL) Q.S.C

(MOBILE OMNIBUS)

This Radio Spectrum License (“**License**”) is hereby granted in accordance with Decree Law No. (34) of 2006 on the promulgation of the Telecommunications Law (the “**Telecommunications Law**”), pursuant to which the Supreme Council of Information and Communication Technology – “ictQATAR” (the “**Supreme Council**”) is responsible for managing, assigning and allocating radio frequencies.

This License grants to the holder the right to use the assigned radio spectrum in accordance with the terms and conditions of this License and its Schedules, the terms and conditions of the holder's related License for the Provision of Public Mobile Telecommunications Networks and Services (“**Individual License**”), relevant legislation and international treaties and regulations concerning radio spectrum, and any regulations, decisions, orders, rules, instructions or notices issued by the Supreme Council (hereinafter, collectively referred to as the “**Applicable Regulatory Framework**”).

The License holder is:

QATAR TELECOM (QTEL) Q.S.C.

Commercial Reg No. 21183

**Address: Qatar Telecom QSC, QTel Building
West Bay Complex, Al Corniche, Doha Qatar
P.O. Box: 217, Doha – Qatar**

(the “**Licensee**”).

ICTRA 08/07 D-9

I. BASIC TERMS AND CONDITIONS

1. Definitions

The words and expressions used in this License shall have the meanings set forth in the Telecommunications Law, the Individual Licenses and this License, unless otherwise specified.

2. 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 issued pursuant to a decision by the Supreme Council authorizing the Licensee to use the specified radio frequencies pursuant to and in accordance with this License and its Schedules, and the Applicable Regulatory Framework. This License does not grant the Licensee any ownership interest or property rights in the radio frequencies, nor shall any such rights be created or implied by virtue of the Licensee's use of the assigned radio frequencies.

3. Obligation to Comply with License Terms and Applicable Regulatory Framework

The Licensee shall comply (and shall cause any of its officers, subcontractors and agents to comply) with the terms and conditions of this License (including its Schedules), with the Individual License and with the Applicable Regulatory Framework, including any amendments thereto that may from time to time be adopted by the Supreme Council or other competent authority.

4. Effective Date and Duration

This License shall become effective on the date of grant ("**Effective Date**") and shall remain effective for one year after the Effective Date, subject to the Licensee's compliance with the terms and conditions set forth in this License.

5. Non-Renewability

The License holder shall not be renewed.

6. Amendment, Suspension and Revocation

6.1 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.

6.2 The Supreme Council may suspend or revoke this License if the Licensee: (a) fails to remit the applicable annual Radio Spectrum Usage Fees in full by the prescribed date, as set forth in Schedule B, including any amendments thereto that may be approved by the Supreme Council; or (b) assigns the License to any third party without prior written approval of the Supreme Council.

6.3 The Supreme Council shall revoke this License if the Individual License is terminated or revoked.

- 6.4 This License may be revised to: (a) conform to the terms and conditions of the Individual Licenses, including any modifications thereto that may be approved by the Supreme Council; (b) bring the terms of the License into conformity with the Applicable Regulatory Framework (including the National Frequency Assignment Plan, the National Frequency Allocation Table, and the National Frequency Assignment Register); (c) modify the frequency bands or individual channels assigned by this License in accordance with Clause 10.5 of this License or (d) effectuate the License Normalization Process set forth in Clause 14 of this License.

7. **Assignment**

The Licensee shall not sell, give, transfer, assign or lease, in whole or in part, the spectrum rights granted by this License to any third party without the Supreme Council's prior approval, in accordance with the procedures established by the Applicable Regulatory Framework. For purposes of this License, any of the following will be deemed to constitute an assignment of the License: (a) a transfer or change of control in the Licensee; (b) any segregation or partition of radio frequency spectrum rights, or any combination thereof; or (c) any arrangement by the Licensee to share radio frequency spectrum rights with one or more third parties.

II. **RIGHTS OF THE LICENSEE**

8. **Assigned Frequencies and Usage Rights**

- 8.1 Subject to the Applicable Regulatory Framework, the Individual Licenses and the terms and conditions of this License, the Licensee is hereby assigned the frequencies that appear in the attached Schedule A (the "**Assigned Frequencies**"). The Assigned Frequencies listed in Schedule A are granted to the Licensee on a transitional basis based on the representations made by Licensee in connection with the transition to a licensing scheme under the Telecommunications Law, and pending the Supreme Council's completion of a spectrum audit/review and verification of Licensee's efficient spectrum use. The Licensee shall cooperate promptly and fully with the Supreme Council to provide justification for use of the assigned frequencies and with any Order for the surrender of spectrum in accordance with Part III, Clause 10.5 of this License.
- 8.2 The Supreme Council may direct Licensee to surrender all or part of the assigned frequencies in Schedule A, or alter the technical specifications of use, prior to the expiration of the License, if the Supreme Council determines that the spectrum can be used in a more efficient or productive manner, or the use of the spectrum by the Licensee inhibits competition by precluding the use of a sufficient portion of the spectrum by competitors, or the use of the spectrum by the Licensee is likely to cause harmful interference to existing or future spectrum users.
- 8.3 The frequencies listed in Schedule A-1 of the License are assigned for use on a non-exclusive Co-Primary Basis. With respect to such frequencies, any other licensee that may be authorized by the Supreme Council to operate in the relevant spectrum must refrain from causing harmful interference to the existing services of the License. The Licensee is also required to coordinate with any other licensee that are authorized by the Supreme Council to operate in the relevant spectrum to ensure that harmful interference is not caused to any authorized co-primary licensee. With respect to such frequencies, the Licensee shall use the assigned frequencies on a primary basis and is entitled to protection from harmful interference caused by secondary spectrum users, provided that (if applicable):

- (a) **Exclusive Primary Basis:** means the nature of a right granted to the holder of a spectrum license, pursuant to which the licensee is the only Person authorized to use the specified frequency bands who is also entitled to protection from: (1) harmful interference caused by any other licensee who may be authorized to use the same spectrum on a Secondary Basis; and (2) claims of harmful interference by any such licensee;
- (b) **Secondary Basis or Status:** means the nature of a right granted to the holder of a spectrum license who is authorized to use the specified frequency bands subject to the condition that such licensee does not cause any harmful interference to, or claim protection from any harmful interference caused by, other licensees who have been granted the right to use the same frequency bands on an Exclusive Primary or a Co-Primary Basis; and
- (c) **Co-Primary Basis:** means the nature of a right granted to the holder of a spectrum license to use the specified frequency bands, subject to the condition that the licensee must coordinate with other Co-Primary licensees in order to limit harmful interference to existing links and services operating in the relevant frequency bands, and to facilitate the introduction of additional links and services in the relevant frequency bands. Co-Primary licensees must refrain from causing harmful interference to, and may not require protection from, the links and services of other Co-Primary licensees that were previously authorized and operating in the licensed frequencies. All Co-Primary licensees are authorized to use the frequency bands covered by their respective licenses subject to protection from: (1) harmful interference caused by any other licensee that may be authorized to use the same spectrum on a Secondary Basis, and (2) claims of harmful interference by holders of licenses granting Secondary Status with respect to the frequency bands covered.

9. Authority to Operate Radio Equipment

The Licensee also is hereby granted the right to install and operate radio stations or other radio communications equipment (collectively, the “**Radio Emitting Stations**” or “**Station**”) in the Assigned Frequencies, provided that the Licensee complies with the relevant provisions of the Applicable Regulatory Framework, including all type approval requirements and procedures applicable to such equipment.

III. OBLIGATIONS OF THE LICENSEE

10. Use of Radio Spectrum

- 10.1 The Licensee shall use the Assigned Frequencies solely for the provision of the services authorized by the Individual Licenses.
- 10.2 The Licensee shall not use the Assigned Frequencies for purposes of offering services on a commercial basis unless the Individual Licenses are effective.
- 10.3 The Licensee shall comply with existing and future international coordination requirements and procedures, including the relevant international Radio Regulations issued by the International Telecommunication Union (“ITU”). Unless expressly authorized in writing by the Supreme Council, the Licensee shall not represent or act on behalf of the State of Qatar before the ITU or other international or multilateral 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 its participation in, regional and international governmental organizations and fora, including the ITU.

- 10.4 The Licensee shall coordinate, when necessary, with other radio spectrum licensees in the State of Qatar to avoid harmful interference relating to the Assigned Frequencies. In the event that there is a disagreement between or among licensees regarding the prevention or causation of harmful interference, the affected licensees shall be responsible for resolving such disputes expeditiously and, if such efforts are unsuccessful, one or more of the licensees involved may request the Supreme Council to intervene to resolve the dispute.
- 10.5 The Licensee shall use the Assigned Frequencies efficiently and shall notify the Supreme Council promptly if the Licensee no longer requires the use of any portion of the Assigned Frequencies. In addition:
- (a) During the term of this License, the Supreme Council may direct the Licensee to identify and release any or all of the Assigned Frequencies if the Supreme Council determines that the spectrum is not being used or that it is being used inefficiently. 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 orders issued by the Supreme Council establishing timetables for the release of radio spectrum bands designated by the Supreme Council for release;
 - (b) The Licensee shall assist the Supreme Council in the coordination and management of the efficient use of radio spectrum, and shall provide any information requested by the Supreme Council concerning the Licensee's use or proposed use of spectrum resources; and
 - (c) Schedules A and B of this License shall be modified as and when necessary to reflect any mandated or approved changes in the Assigned Frequencies.

11. Radio Spectrum Usage Fees

- 11.1 The Licensee shall pay the Radio Spectrum usage fees that are set out in Schedule B (the "**Radio Spectrum Usage Fees**"). These fees are in addition to any other fees or contributions the Licensee may be required to pay pursuant to its Individual License or as a condition of the grant of the Individual License or this License. Initial payment of the Radio Spectrum Usage Fees imposed pursuant to this License shall be made within thirty (30) days following the Competitive Service Launch Date (as defined in the Individual License) and shall amount to the portion of the applicable Radio Spectrum Usage Fees for the period commencing on the Competitive Service Launch Date and terminating at the end of the same Calendar Year. Thereafter, the Radio Spectrum Usage Fees shall be payable in advance for each Calendar Year, and payment shall be due on or before the immediately preceding anniversary date of the grant of this License, unless otherwise directed by the Supreme Council. Failure to pay the required Radio Spectrum Usage Fees set forth in Schedule B when they are due shall be a ground for revocation or suspension of this License.

11.2 The Supreme Council may change the method or timing of the payment of Radio Spectrum Usage Fees or the amount of the fees, and shall notify the Licensee in writing through the issuance of a public notice or other means, at least thirty (30) days 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.

12. Conditions of the License

12.1 The Licensee shall comply with the technical restrictions, if any, for the licensed radio-communications services or stations listed in Schedule A.

12.2 The Licensee shall utilize the Assigned Frequencies in full conformity with the effective National Frequency Assignment Plan, the National Frequency Allocation Table, and the National Frequency Assignment Register maintained by the Supreme Council, including any amendments thereto.

13. Record-Keeping Obligations

13.1 The Licensee shall maintain current records, as required by the Applicable Regulatory Framework, including but not limited to:

- (a) The equipment specifications of all stations and other radio communications equipment operating under the Radio Spectrum License;
- (b) The coverage area of the network and of each emitting Station;
- (c) The effective radiated power of any emitting Station and its location and height;
- (d) The measures taken to ensure that each emitting station is not a source of harmful radiation to the public, and the Licensee's employees and contractors;
- (e) Any information necessary for the Supreme Council to develop and keep updated the National Frequency Assignment Plan, the National Frequency Allocation Table and any National Frequency Assignment Register;
- (f) The emission designation of each emitting Station, as those designations are found in the Applicable Regulatory Framework; and
- (g) The types of radio-communications provided to the Licensee's customers

13.2 The Licensee shall promptly provide such records and information to the Supreme Council on request.

14. License Normalization Process

During the term of this License the Supreme Council may, at its sole discretion, modify this License by removing some or all of the Assigned Frequencies from it and creating normalized (non-transitional) spectrum licenses relating to particular frequency bands. The Supreme Council shall provide the Licensee with a minimum of fourteen (14) days' notice before implementing any such modifications or issuing any new spectrum licenses. Upon receipt of notice from the Supreme Council, the Licensee shall provide all assistance necessary in connection with this process.

IV. COMPLIANCE

Failure to comply with the terms of this License shall constitute a violation of the terms of this License and the related Individual License, and violations shall be dealt with in accordance with the procedures set forth therein.

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



Dated: _____

SCHEDULE A

ASSIGNMENT OF RADIO FREQUENCY SPECTRUM

"Assigned Frequency" means, unless otherwise specified below, the paired radio frequency band(s) consisting of the range of radio frequencies between the upper and lower frequency limits of the radio frequency bands specified in the table below.

Radio Frequency	Radio Service	Geographic Coverage Area
142.65 MHz	Paging (Pocsag)	
169.275 MHz	Paging (Flex)	
410.00-415.00 MHz 420.00 -425.00 MHz	TETRA	
412.50 – 416.00 MHz 422.50 – 426.00 MHz	TMR	
5850-6425 MHz / 3625-4200 MHz 5850-6425 MHz/ 3700-4200 MHz 14000-14500 MHz/ 10950-11700 MHz 13750-14500 MHz/ 10700-12750 MHz	Earth Stations	

SCHEDULE A-1

Non-Exclusive Co-Primary Frequency Use

The Licensee shall have non-exclusive co-primary use of the following assigned frequencies:

5850-6425 MHz / 3625-4200 MHz	Earth Stations
5850-6425 MHz/ 3700-4200 MHz	
14000-14500 MHz/ 10950-11700 MHz	
13750-14500 MHz/ 10700-12750 MHz	

SCHEDULE B

RADIO SPECTRUM USAGE FEES

Radio Frequency	Amount QAR Per 2 x 1 MHz Per Year	Date Payable	Total Due Per Year
142.65 MHz	47,320 QAR	(1) Prior to the Competitive Service Launch Date, in accordance with Article (4) of Decree Law No. (34) of 2006; (2) After the Competitive Service Launch Date, prior to each anniversary of the grant of this License, subject, however to provisions of Clause 11.1 of this License.	2,958 QAR
169.275 MHz	47,320 QAR	Ditto	2,958 QAR
410.00-415.00 MHz / 420.00 -425.00 MHz	47,320 QAR	Ditto	236,600 QAR
412.50 – 416.00 MHz / 422.50 – 426.00 MHz	47,320 QAR	Ditto	165,620 QAR
5850-6425 MHz / 3625-4200 MHz 5850-6425 MHz/ 3700-4200 MHz 14000-14500 MHz/ 10950-11700 MHz 13750-14500 MHz/ 10700-12750 MHz	TBD	Ditto	TBD

Applicable spectrum range (MHz)	Fees (QAR / 2x1MHz / year)
Below 900	47,320
8000 – 1,900	36,400
1,900 – 3,000	29,120
3,000 – 5,000	21,840
5,000 – 10,000	10,920
10,000 – 20,000	3,640
20,000 – 35,000	2,912
Above 35,000	1,092