



PUBLIC NETWORK SPECTRUM LICENSE

GRANTED TO VODAFONE QATAR Q.S.C

494.00 MHz – 502.0 MHz Band

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:

VODAFONE QATAR Q.S.C.

Commercial Regn. No.: 39656

Registered Trading Address: P.O. Box 74057, Doha, Qatar

(the "**Licensee**").

ICTRA 06/08 D-11



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 License 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 (the "**Effective Date**") and shall remain effective for three (3) years after the Effective Date, subject to the Licensee's compliance with the terms and conditions set forth in this License.

5. Renewal

- 5.1 An application for renewal of this License shall be filed concurrently with any application for renewal of the Individual License that may be filed by the Licensee. This License shall be renewed if the Individual License is renewed, and for the same term, provided that: (1) all applicable Radio Spectrum Usage Fees required under this License, including any amendments hereto, have been paid on a timely basis and in full during the course of the entire term of the License subject to renewal; and (2) the certifications required by Clause 10.8 of this License have been submitted annually to the Supreme Council and accepted by it.
- 5.2 This License may be amended upon renewal if the Supreme Council determines that modification of the terms is necessary to address substantial changes in circumstances, including but not limited to technology advancements and market developments, or in accordance with the Applicable Regulatory Framework relating to the amendment of radio spectrum licenses.

Or



- 5.1 The License may be renewed for a single period that is co-terminus with the Individual License, upon the Licensee's certification attesting that it: (1) will construct the related radio communications facilities supporting use of the radio spectrum assigned under this License within a maximum period of two (2) years from the date of renewal; and (2) has been remitting the Radio Spectrum usage fees on a timely basis. The Supreme Council may require verification in support of the certification, and the Licensee shall cooperate fully with the verification process.
- 5.2 Any application for further renewals of this license shall be filed concurrently with any application for renewal of the individual License that may be filed by the Licensee. This License shall be renewed if the Individual License is renewed, and for the same term, provided that: (1) all applicable Radio Spectrum Usage Fees required under this License, including any amendments hereto, have been paid on a timely basis and in full during the course of the entire term of the License subject to renewal; and (2) the certifications required by clause 10.8 of this License have been submitted annually to the Supreme Council and accepted by it.
- 5.3 This License may be amended upon renewal if the Supreme Council determines that modification of the terms is necessary to address substantial changes in circumstances, including but not limited to technology advancements and market developments, or in accordance with the Applicable Regulatory Framework relating to the amendment of radio spectrum licenses.
- 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; (b) fails to file the annual certification, duly signed by the Licensee's Board of Directors, in accordance with Clause 10.8 of this License; (c) fails to meet the Coverage Obligations set forth in the Individual License; or (d) 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 License, 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); or (c) modify the frequency bands or individual channels assigned by this License in accordance with Clause 10.5 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

Subject to the Applicable Regulatory Framework, the Individual License 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 Licensee shall have the right to use the Assigned Frequencies on an Exclusive Primary Basis. Any other licensee that may be authorized by the Supreme Council to use the Assigned Frequencies will be authorized to do so on a Secondary Basis only, and the spectrum licenses issued to any such licensees shall clearly indicate the Secondary Status of the spectrum rights granted to them, 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 License.
- 10.2 The Licensee shall not use the Assigned Frequencies for purposes of offering services on a commercial basis unless the Individual License is 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:

If this License is renewed in accordance with clause 5 hereof, OR 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 timetables for the release of radio spectrum bands designated by the Supreme Council for release;

- (a) 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
 - (b) 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.
- 10.6 If this License is renewed in accordance with Clause 5 hereof, the Licensee shall construct and put into use its facilities within a period of two (2) years from the renewal of this License OR in accordance with the Coverage Obligations that are stipulated by its Individual License.
- 10.7 If this License is renewed in accordance with Clause 5 hereof, and the OR if the Licensee ceases to use the Assigned Frequencies for the services authorized by its Individual License for a continuous period of one (1) year or more, the License shall be deemed abandoned and the Supreme Council may cancel the License after providing notice to the Licensee of no less than thirty (30) days.
- 10.8 If this License is renewed in accordance with Clause (5) hereof, the Licensee shall submit annually to the Supreme Council, by the deadline set for remitting the annual Radio Spectrum Usage Fees, a certification approved by the Board of Directors of the Licensee, which attests that the Licensee is: (1) in compliance with the Coverage Obligations that are stipulated by its Individual License; and (2) is using the Assigned Frequencies in an efficient manner and in compliance with the terms of this License, the Individual License and the Applicable Regulatory Framework. Failure to submit this certification or the submission of a false certification shall be grounds for revocation of this License. The Supreme Council may require verification in support of the certification, and the Licensee shall cooperate fully in the verification process. The properly submitted certification shall be deemed to be accepted by the Supreme Council if no action is taken by it within sixty (60) days of the deadline for filing of the certification.

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.



IV. COMPLIANCE

Failure to comply with the terms of this License shall constitute a violation of the terms of this Licence 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: 29-June-2008

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	Geographic Coverage Area
494.00 MHz – 502.00 MHz	Nationwide



SCHEDULE B
RADIO SPECTRUM USAGE FEES

Radio Spectrum	Amount QAR per 2x 1 MHz per year	Date Payable	Total Due per Year
494.00 MHz – 502.00 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.	189,280 QAR

