

Annexes for Standard Access Offer for Developers

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Table of contents

Consultation	4
Background	4
Consultation procedures.....	4
Publication of comments.....	4
Preface to Standard Access Offer	6
Main Terms and Conditions.....	9
1 Definitions and interpretation	9
2 Scope of Agreement.....	9
3 Commencement, duration and termination.....	10
4 Management of Access Agreement	11
5 Safety and interference	12
6 Provision of information	13
7 Confidential Information	13
8 Credit Assessment and Credit Risk Management.....	14
9 Insurance	15
10 Liability and indemnity.....	16
11 Review	17
12 Breach, suspension and termination	18
13 Force Majeure	20
14 Resolution of Disputes	21
15 Relationship of Parties	23
16 Use of subcontractors.....	23
17 Intellectual property rights	23
18 Notices	23
19 Severability	24
20 Assignment of rights and obligations	24
21 Whole agreement	24
22 Variation	24
23 Relaxation	24
24 Warranties	25
25 Survival and Merger	25
26 Governing law.....	25
Annex A – Services	27
A.1 Ducts and In-building Facilities	27
A.2 Towers.....	28
A.3 Space Service	30
A.4 Ancillary Services	31
A.5 Metered Electric Power.....	32
A.6 Unmetered Electric Power	34
Annex B – Ordering and Provisioning.....	36
B.1 Access Requests	37

B.2	Response to Access Request by Access Provider	37
B.3	Site survey	38
B.4	Provisioning process and reservation of capacity	39
B.5	Installation process	40
B.6	Information systems	42
	Schedule 1 to Annex B: Access Request information	43
	Schedule 2 to Annex B: Duct capacity calculations	45
Annex C	– Planning of new Passive Civil Infrastructure Sites	46
C.1	Joint planning	46
C.2	Reservation of capacity and ordering.....	46
Annex D	- Operations and maintenance	47
D.1	Operations and safety	47
D.2	Maintenance	48
D.3	Staff access to Passive Civil Infrastructure Sites	48
D.4	Alterations	49
D.5	Site Decommissioning	50
D.6	Removal of equipment on termination.....	50
	Schedule 1 to Annex D: Access to Passive Civil Infrastructure Sites	52
D-1.1	Right of access	52
D-1.2	Access process	52
D-1.3	Refusal of access.....	53
Annex E	– Billing	54
E.1	Invoicing process.....	54
E.2	Payment process	54
E.3	Billing representatives	55
E.4	Billing Disputes	55
Annex F	– Prices	56
F.1	In-building Facilities.....	56
F.2	Towers	56
F.3	Space.....	56
F.4	Ancillary services	56
F.5	Electric Power.....	56
	Access Request	56
Annex G	– Service Levels	57
Annex H	- Definitions.....	59
Schedule 1	- Contact details for Passive Civil Infrastructure Services.....	62

Consultation

Background

On 28 June 2015 the Communications Regulatory Authority (CRA) issued the Passive Civil Infrastructure Access Regulations which mandate all entities owning or controlling a telecommunications civil infrastructure to grant access to Service Providers. The Regulations ensure a consistent and efficient access to these infrastructures in Qatar. They require any Access Provider that receives a request from a Service Provider for access to passive civil infrastructure to produce and maintain a standard access offer. The Regulations specify the minimum content of this offer.

The developers likely to be affected by this requirement have requested CRA's assistance in drawing up this Standard Access Offer, and a draft of this offer is the subject of this public consultation.

Consultation procedures

In keeping with open and transparent regulatory processes, the CRA herewith initiates a consultation on the draft Standard Access Offer. All interested parties are invited to provide their views and comments on the draft Offer.

The CRA asks that, to the extent possible, submissions be supported by relevant evidence. Any submissions received in response to this consultation will be carefully considered by CRA. Nothing included in this Consultation Document is final or binding. However, CRA is under no obligation to adopt or implement any comments or proposals submitted.

Comments should be submitted by email to pdtur@cra.gov.qa before the date stated on the front cover. The subject reference in the email should be stated as "Standard Access Offer". Where possible, a clear reference should be made to the specific clause or annex that is the subject of the comment. It is not necessary to provide a hard copy in addition to the soft copy sent by email.

Publication of comments

In the interests of transparency and public accountability, CRA intends to publish the submissions to this consultation on its website at www.cra.gov.qa. All submissions will be processed and treated as non-confidential unless confidential treatment of parts of a response has been requested.

In order to claim confidentiality for information in submissions that stakeholders regard as business secrets or otherwise confidential, stakeholders must provide a non-confidential version of such documents in which the information considered confidential is blacked out. This "blacked out" portion/s should be contained in square brackets. From the non-confidential version it has to be clear where information has been deleted. To understand where redactions have been made, stakeholders must add indications such as "business secret", "confidential" or "confidential information".

A comprehensive justification must be provided for each and every part of the submission required to be treated as confidential. Furthermore, confidentiality cannot be claimed for the

entire or whole sections of the document as it is normally possible to protect confidential information with limited redactions.

While CRA will endeavour to respect the wishes of respondents, in all instances the decision to publish responses in full, in part or not at all remains at the sole discretion of CRA. By making submissions to CRA in this consultation, respondents will be deemed to have waived all copyright that may apply to intellectual property contained therein.

For more clarification concerning the consultation process, please contact Pascal Dutru (pdutru@cra.gov.qa).

Preface to Standard Access Offer

This Standard Access Offer for Passive Civil Infrastructure has been drawn up for the use of public and private entities, such as developers, government departments, and non-government organisations that control access to Passive Civil Infrastructure (referred to as “Access Providers” in the following text), in their negotiations with licensed Service Providers (referred to as “Access Seekers”). It complies with the requirements of the Communications Regulatory Authority, as set out in the Passive Civil Infrastructure Regulations as published in the Official Gazette.

This Standard Access Offer may be varied:

- Periodically by the Authority for making it consistent with changes to the regulatory framework;
- Upon request of the public and private entities, such as developers, government departments, and non-government organisations that control access to Passive Civil Infrastructure for improving it progressively.

Any changes will be reflected automatically in the Access Agreements already signed by the Access Seekers and Access Providers.

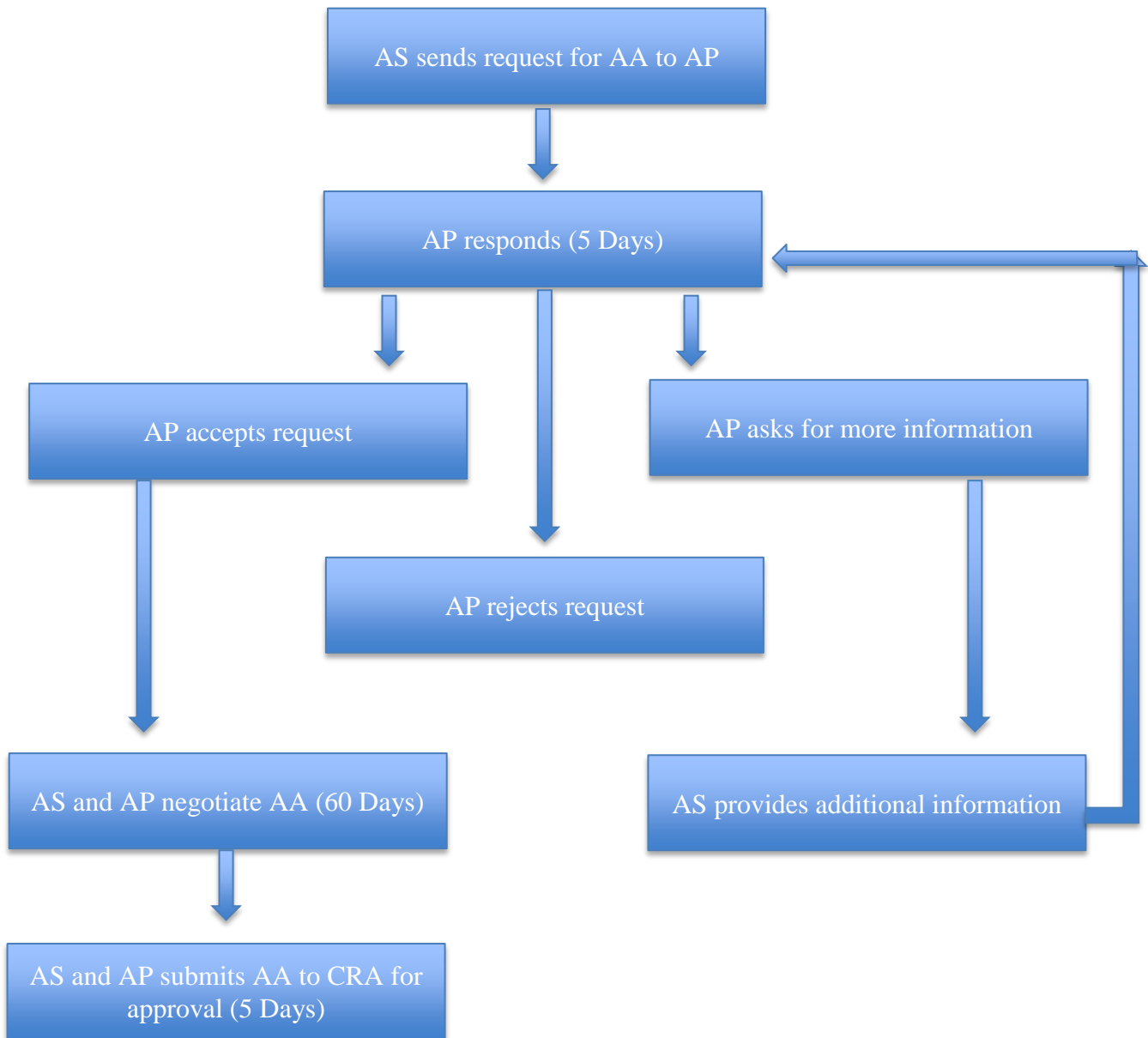
Any Service Provider wishing to use the terms of this Offer as the basis for using Passive Civil Infrastructure must enter into a legally binding Access Agreement with the Access Provider. Both Parties should follow the procedure below in order to enter into the Access Agreement.

1. The Access Seeker should write a business letter to the Access Provider to request an Access Agreement based on this Standard Access Offer. This letter should contain:
 - A statement that the Access Seeker accepts the terms of this Standard Access Offer (or indicate any variations it wishes to negotiate)
 - Information about the services it requires and their location
 - Information about the licence it holds for the provision of Public Telecommunications Services
 - A statement that the Access Seeker is willing to enter into a non-disclosure agreement
 - A statement that the Access Seeker is willing to submit to credit verification if requested by the Access Provider
 - The contact details of the person representing the Access Seeker.
2. The Access Provider will respond within ten (10) Days to acknowledge the receipt of the request for agreement, and will state
 - The Access Provider accepts the request, or
 - The Access Provider rejects the request with details of its reasons, or
 - The Access Provider requires more information from the Access Seeker (which must be specified).
3. The Access Provider may reject the request only for the following reasons:
 - The Access Seeker is not a licensed Service Provider

- The Access Provider does not, or does not plan to have, the services requested by the Access Seeker
 - The Access Provider is already supplying the services requested by the Access Seeker to the Access Seeker under a pre-existing agreement which has not been terminated.
4. If the Access Provider requires more information, the Access Seeker shall promptly respond with the required information, and the Access Provider shall respond as set out in paragraph 2 above.
 5. If the Access Provider has accepted the Access Seeker's request under paragraph 2 above the Parties shall meet, complete a non disclosure agreement, exchange information as necessary, and negotiate an Access Agreement based on this Standard Access Offer. Both Parties must use their best endeavours to complete the Access Agreement within sixty (60) Days of the request being made by the Access Seeker.
 6. If the Access Provider fails to comply with the process and timescales set out above, the Access Seeker may request the Authority to intervene under its Dispute Resolution Rules.

An Access Agreement based on terms and conditions different from those included in this Standard Access Offer shall be submitted to the Authority for approval within five (5) Days of its conclusion. The Authority shall approve or reject the changes, detailing the reasons, within ten (10) Days.

Simplified flow diagram for Access Agreement



AA = Access Agreement

AP = Access Provider

AS = Access Seeker

Main Terms and Conditions

The Parties

This Agreement is made at _____ this _____ day of _____ 20XX (the “Commencement Date”) between:

_____ (“Access Provider”),

and

_____ (“Access Seeker”)

which are sometimes collectively referred to as “Parties” and individually as “Party” as will be apparent from the context.

1 Definitions and interpretation

1.1 The following documents, along with the Schedules attached to them, form an integral part of this Access Agreement:

- Main Terms and Conditions
- Annex A – Services
- Annex B – Ordering and Provisioning
- Annex C – Planning of new Passive Civil Infrastructure Sites
- Annex D – Operations and Maintenance
- Annex E – Billing
- Annex F – Prices
- Annex G – Service Levels
- Annex H – Definitions
- Schedule 1– Contact Details for Passive Civil Infrastructure Services.

1.2 In this Access Agreement, except in cases in which the context would require otherwise, words and terms shall be defined based on the definitions contained in Annex H – Definitions. In the event of any inconsistency between parts of this Access Agreement, the language of the part listed higher in Clause 1.1 shall prevail over that in any lower part.

2 Scope of Agreement

2.1 The Access Provider agrees to provide the Passive Civil Infrastructure to the Access Seeker on the terms and conditions set out in this Agreement, and the Access Seeker agrees to take the Passive Civil Infrastructure on the terms and conditions set out in this Agreement.

2.2 The Services available under this Agreement are in summary:

- Ducts and In-building Facilities
- Towers
- Space sharing
- Ancillary facilities

- Metered Electric Power
- Unmetered Electric Power

2.3 The Passive Civil Infrastructure is only available to the Access Seeker for the purpose of providing electronic communications services or other services as agreed between the Parties.

2.4 The Access Agreement gives the Access Seeker a licence to occupy a defined part of a Passive Civil Infrastructure Site, to install, maintain and operate its equipment there, and to have access to its equipment and facilities on the Passive Civil Infrastructure Site, according to the terms and conditions of this Access Agreement.

2.5 The Agreement does not grant the Access Seeker any rights, tenancy or interest in the Passive Civil Infrastructure Site, and it has no rights to leases, easements or rights of way that are associated with the Passive Civil Infrastructure Sites and that belong to the Access Provider.

2.6 The Parties agree to use the processes set out in Annex B – Ordering and Provisioning for the ordering and provisioning of Passive Civil Infrastructure Services and for the installation of equipment on the Passive Civil Infrastructure Sites.

2.7 The Parties agree to comply with the procedures set out in Annex C - Planning of new Passive Civil Infrastructure Sites for the joint development of new Passive Civil Infrastructure Sites, and Annex D — Operations and Maintenance for safe operations, alterations and decommissioning at Passive Civil Infrastructure Sites.

2.8 The Parties shall use the processes set out in Annex E – Billing to invoice and pay for the provision of Passive Civil Infrastructure Services.

2.9 For the provision of the Passive Civil Infrastructure, the Access Seeker agrees to pay the prices set out in Annex F – Prices. All prices in Annex F are expressed exclusive of any tax imposed by law.

2.10 The Parties commit themselves to use their best endeavours to comply with the service levels and timescales set out in Annex G – Service Levels, and to pay the penalties set out in this Annex in the event on non-compliance.

2.11 Each Party shall nominate members of their staff to act as the first point of contact for the other Party for the management and implementation of this Agreement. These names, contact details and responsibilities shall be set out in Schedule 1– Contact Details for Passive Civil Infrastructure Services, as amended from time to time. Each Party shall keep up to date the information it provides in Schedule 1.

3 Commencement, duration and termination

3.1 This Access Agreement shall take effect on the Commencement Date.

3.2 The Access Agreement shall continue in effect, unless the entire Agreement is terminated:

3.2.1 by the Access Seeker giving Twelve (12) months' notice to the Access Provider

3.2.2 if the Access Provider is authorised by the Authority to terminate the entire Agreement, by the Access Provider giving Twelve (12) months' notice to the Access Seeker, or any shorter notice period authorised by the Authority. The notice will start on the date that the Access Provider seeks the Authority's authorisation

3.2.3 if a material part of the service licence issued by the Authority to the Access Seeker is suspended or terminated, by the Access Provider giving reasonable notice to the Access Seeker, with a copy to the Authority

3.2.4 by an order made by the Authority, by an arbitrator or a conciliator appointed under Clause 14 (Resolution of Disputes) or a by court of law

3.2.5 by either Party in accordance with Clause 12 (Breach, suspension and termination) or Clause 13 (Force Majeure).

3.3 Without prejudice to Clause 3.2, the minimum term for the provision of any Passive Civil Infrastructure shall be one year, unless otherwise agreed between the Parties.

3.4 Subject to the minimum term set out in Clause 3.3, the provision of Passive Civil Infrastructure or the provision of a Passive Civil Infrastructure Service on a Passive Civil Infrastructure Site may be terminated:

3.4.1 by the Access Seeker giving Three (3) months' notice to the Access Provider

3.4.2 if the Access Provider is authorised by the Authority to terminate the provision of Passive Civil Infrastructure or the provision of a Passive Civil Infrastructure on a Passive Civil Infrastructure Site, by the Access Provider giving Three (3) months' notice to the Access Seeker, or any shorter notice period authorised by the Authority. The notice will start on the date that the Access Provider seeks the Authority's authorisation

3.4.3. by either Party in accordance with Clause 12 (Breach, suspension and termination) or Clause 13 (Force Majeure).

3.5 On termination of this Access Agreement, or on the termination of the provision of a Passive Civil Infrastructure Service on a Passive Civil Infrastructure Site, the Access Seeker shall comply with the terms of Clause D.6 (Removal of equipment on termination) for the removal of its equipment and for the implementation of any reinstatement works.

4 Management of Access Agreement

4.1 The Parties agree to:

4.1.1 act in good faith and in a professional manner in relation to each other in the provision of the Passive Civil Infrastructure

4.1.2 exchange information necessary for the fulfilment and continued operation of this Access Agreement, but without prejudice to obligations to protect Customer privacy and commercial confidentiality

4.1.3 act at all times, as far as is reasonably possible, so as to facilitate the speedy and effective provision and operation of the Passive Civil Infrastructure, to the benefit of Customers and to the Parties' mutual advantage

4.1.4 use their best efforts to resolve disputes in an efficient and professional manner in accordance with Clause 14 (Resolution of Disputes).

4.2 The Access Provider shall treat the Access Seeker and the Access Requests made by the Access Seeker in a fair, reasonable and non-discriminatory manner. Unless differential treatment can be objectively justified, it shall not discriminate between Access Seekers, and if the Access Provider supplies a Passive Civil Infrastructure Service to itself, it shall not discriminate in favour of itself.

4.3 The Access Provider will, if requested by the Access Seeker, meet the Access Seeker to discuss its plans for new buildings and developments so that the Parties may cooperate in the provision of Passive Civil Infrastructure in such buildings or developments. In order to reserve or order Passive Civil Infrastructure in such buildings or developments, the Access Seeker must comply with the processes set out in Annex C – Planning of new Passive Civil Infrastructure Sites.

5 Safety and interference

5.1 Each Party is responsible for the safe operation of its Passive Civil Infrastructure and its cables and equipment, and shall take all reasonable and necessary steps in its operation and implementation of this Access Agreement to ensure that its activities do not:

5.1.1 endanger the safety or health of employees, contractors, agents or Customers of the other Party, other Occupants or other Access Seekers

5.1.2 damage, interfere with or cause any deterioration in the operation of the Passive Civil Infrastructure, equipment or property belonging to the other Party, other Occupants or other Access Seekers.

5.2 Neither Party shall knowingly connect or permit the installation of any equipment or apparatus on a Passive Civil Infrastructure Site that is not approved by the relevant approvals authority.

5.3 The Parties agree to co-operate with each other in order to detect and prevent fraudulent use, theft or misuse of each other's property, services or equipment. If one Party becomes aware of possible fraudulent use, theft or misuse of the other Party's property, services or equipment, it shall promptly inform the other Party.

6 Provision of information

6.1 Each Party shall provide the other with the information required by the terms of the Access Agreement and shall do so in a timely manner. Each Party shall use reasonable endeavours to provide the other Party with information that may be reasonably necessary to the operation of this Access Agreement.

6.2 The Disclosing Party will use reasonable endeavours to ensure that the information disclosed is correct to the best of its knowledge at the time of its provision.

6.3 If a Disclosing Party provides information to the other Party, the Receiving Party may rely on the Disclosing Party to have obtained all appropriate Third Party consents.

6.4 Subject to Clause 7, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions or restrictions on use or disclosure of the information supplied in cases where those conditions or restrictions were notified to it in writing prior to the time of disclosure.

7 Confidential Information

7.1 Confidential Information shall not include any information which the Receiving Party can establish:

7.1.1 was publicly known and made generally available in the public domain prior to the time of disclosure

7.1.2 becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party

7.1.3 was or is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure

7.1.4 was disclosed as required pursuant to law, regulation or court order, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party's ability to seek a protective order or other appropriate remedy from the appropriate authority, and thereafter the Receiving Party furnishes only that portion of the Confidential Information which is required

7.1.5 was contained in a registered patent, published patent application or the documents attached to either of the foregoing.

7.2 The Receiving Party must:

7.2.1 keep confidential all Confidential Information and not disclose it to anyone except as permitted under this Access Agreement

7.2.2 use all Confidential Information solely for the purpose for which it was supplied

7.2.3 not disclose the information or use the information for any commercial advantage or anti-competitive purpose

7.2.4 not copy or record in any other form any part of the Confidential Information except as is strictly necessary for the implementation of this Access Agreement

7.2.5 ensure that it is only available to the staff responsible for the management or implementation of this Access Agreement.

7.3 The Parties shall not divulge to any third party any Confidential Information unless required to do so by Qatari law or the Authority's regulations or decisions. For the avoidance of doubt, the Authority and any person specifically authorised by law is not a third party for the purposes of this Clause.

7.4 The Parties shall take all necessary steps to preserve the confidentiality of Confidential Information and of any information relating to any Customer that is passed between them and to protect the privacy of individual Customers. In particular, where instructions from Customers relevant to information, confidentiality and privacy have been received by one Party, they shall be communicated to, and respected by, the other Party.

7.5 The provisions of Clauses 7.1 to 7.4 inclusive do not apply to information that one Party is required to disclose in order to satisfy any obligation pursuant to Qatari law or the regulations of the Authority, to comply with the requirements of any recognised Stock Exchange, or to information that is already in or becomes available in the public domain through the actions of a third party.

8 Credit Assessment and Credit Risk Management

8.1 The Access Provider may carry out credit vetting of the Access Seeker. It will communicate the method to be used to the Access Seeker, and will apply the method without discrimination.

8.2 If the results of the credit vetting confirm that the provision of Passive Civil Infrastructure poses a financial risk which is greater than can be controlled by a credit limit, the Access Provider has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and the obligations under this Access Agreement. The level of security shall take account of factors such as the estimated value of services to be provided and the projected liability. The financial security may be provided by means such as a bank deposit or guarantee, and the Access Provider shall not unreasonably refuse to accept any other typical form of financial guarantee proposed by the Access Seeker. The financial security will be subject to quarterly review during the first year of operation and will be removed or reduced where the security or its level is no longer justifiable. Thereafter, the review procedures set out below shall apply.

8.3 The Access Provider may carry out credit vetting of the Access Seeker when it has reasonable concerns about the ability of the Access Seeker to cover its debts, including

without limitation evidence of a poor payment history or the downgrading or possible downgrading of the Access Seeker's credit rating.

8.4 Should the result of credit vetting carried out under Clause 8.3 confirm the existence of a financial risk, the Access Provider has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and the Access Provider shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Access Seeker. The financial security will be subject to quarterly review and will be removed or reduced where the security or its level is no longer justified.

8.5 A financial security may only be required after the Access Provider has assessed the credit risk of the Access Seeker in accordance with Clauses 8.2, 8.3 or 8.4.

8.6 The Access Provider may present a bank guarantee or financial security to the relevant bank or guarantor for payment provided that:

8.6.1 the Access Seeker has accumulated debts that are overdue for payment by Twenty (20) Days or more in relation to the provisions of Passive Civil Infrastructure or that are in excess of the amount of the guarantee, and

8.6.2 the debts are not subject to dispute, and

8.6.3 the Access Provider has formally notified the Access Seeker of its intention to present the guarantee or financial security for payment.

8.7 The Access Provider may seek a new bank guarantee or financial security once it has presented a bank guarantee or financial security for payment.

8.8 If either Party wishes to raise a Dispute relating to credit vetting and credit management, the provisions of Clause 14 (Resolution of Disputes) shall apply.

9 Insurance

9.1 Each Party shall maintain adequate and proper insurance cover for public liability with a reputable insurance company licensed in Qatar. The Access Seeker will insure all its equipment placed on a Passive Civil Infrastructure Site for no less than ten (10) million Qatari Riyals. Neither Party shall be liable to the other Party (or to the other Party's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risks" insurance policy, and, in the event of such insured loss, neither Party's insurance company shall have a subrogated claim against the other.

9.2 Each Party shall obtain from its insurers under all policies of fire, theft and other casualty insurance covering the Passive Civil Infrastructure subject to this Access Agreement or any portion thereof, improvements therein or operations therein, a waiver of all rights of subrogation which the insurer might have against the other Party, and each Party shall indemnify the other Party and its officers, directors, employees, agents and representatives

from and against any damages, costs, penalties, fines, liabilities loss or expenses, including reasonable attorney's fees, resulting from the failure to obtain such waiver.

9.3 Each Party will produce evidence to the other on request of the insurance policies set out in Clause 9.1 and Clause 9.2.

9.4 Each Party warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 9 (Insurance) being or becoming void, voidable or unenforceable.

10 Liability and indemnity

10.1 If a Party is in breach of any of its obligations under this Access Agreement to the other Party (excluding obligations arising under this Access Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to ten (10) million Qatari Riyals in any period of 12 calendar months.

10.2 The Access Seeker shall indemnify, defend and hold the Access Provider harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the negligent act or omission of the Access Seeker or of its employees, agents or independent contractors, or the wilful misconduct of any thereof associated with the installation, use, maintenance, repair or removal of its equipment, buildings or facilities at a Passive Civil Infrastructure Site or the breach of this Access Agreement, except to the extent attributable to the negligent or intentional act or omission of the Access Provider, its employees, agents or independent contractors.

10.3 The Access Provider shall indemnify, defend and hold the Access Seeker harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), cost or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of the Access Provider or its employees or agents, or the breach of this Agreement, except to the extent attributable to the negligent or intentional act or omission of the Access Seeker, its employees, agents or independent contractors.

10.4 Notwithstanding anything to the contrary in this Clause 10 (Liability and Indemnity), neither Party excludes or limits liability for:

10.4.1 death or personal injury attributable to its own negligence or the negligence of its employees, agents or sub-contractors while acting in the course of their employment, agency or contract;

10.4.2 any fraudulent mis-statement or fraudulent misrepresentation made by it in connection with this Access Agreement

10.4.3 any other liability that cannot be excluded or limited by law.

10.5 Each Party acknowledges and agrees that its liability to pay any amounts as Service Credits or liquidated damages shall not count towards the cap on liability under Clause 10.1.

10.6 A Party's liability to the other Party arising from or in connection with this Access Agreement (including liability for negligence or breach of statutory duty) is reduced proportionally to the extent that:

10.6.1 the other Party has not taken all reasonable steps to minimise and mitigate its own loss, damage or liability in relation to the act, omission or event giving rise to such loss, damage or liability

10.6.2 a Party's liability is caused, or contributed to, by the other Party.

10.7 Where the Access Seeker has caused a disruption to the provision of services to the Customers of another Access Seeker in the Passive Civil Infrastructure, whether through negligence or otherwise during the Access Seeker's installation of its cable or equipment, or through the maintenance of its cable or equipment, the Access Seeker shall be liable for any loss, consequential loss, damage or any liability arising of such disruption and shall hold the Access Provider harmless against any action brought by any third party for any loss, damage or liability caused by such disruption.

10.8 Subject to Clause 10.7, the Access Provider and the Access Seeker hereby waives any claims that they may have against the other with respect to consequential, incidental, indirect, punitive, speculative or special damages including but not limited to, any loss of data, business interruption, and loss of income or profits, irrespective of whether it had any advance notice of the possibility of any such damages.

11 Review

11.1 Either Party may request a review to modify or amend this Access Agreement by serving a Review Notice to the other Party if:

11.1.1 a material part of the service licence issued by the Authority to the Access Seeker is materially modified

11.1.2 a change occurs in a law or regulation governing or relevant to telecommunications in Qatar that is material to this Access Agreement

11.1.3 a material change occurs, including enforcement action by the Authority, that affects or reasonably could be expected to affect the commercial or technical basis of this Access Agreement

11.1.4 the rights and obligations under this Access Agreement are assigned or transferred by either Party.

11.2 A Review Notice shall set out in reasonable detail the issues to be discussed between the Parties.

11.3 The Parties may at any time agree in writing that there should be a review of this Access Agreement.

11.4 A review shall take place following changes either mandated or approved by the Authority to the Standard Access Offer to the extent that such review is required to make this Access Agreement consistent with any change to the Standard Access Offer, any regulation, rule, order, notice of the Authority, or licence issued by the Authority. Any such changes shall be effective based on the timeframes as instructed by the Authority.

11.5 Within fifteen (15) Days of receipt of a Review Notice, designated representatives with the requisite authority from each Party shall meet in Qatar, and shall negotiate in good faith the matters to be resolved with a view to agreeing the relevant modifications or amendments to an Agreement.

11.6 For the avoidance of doubt, the Parties agree that notwithstanding a Review Notice, an Agreement shall remain in full force and effect.

11.7 If the Parties fail to reach an agreement on the subject matter of any Review Notice within three (3) calendar months from the date of the Review Notice, the provisions of Clause 14 (Resolution of Disputes) shall apply.

11.8 The Parties shall as soon as practical enter into an Agreement to modify or replace this Access Agreement in accordance with the agreements reached between the Parties pursuant to any Review Notice, or in accordance with the resolution of any Dispute, or to conform with any determination by the Authority.

11.9 The Access Provider shall update the Access Agreement to reflect the changes agreed between the Parties.

12 *Breach, suspension and termination*

12.1 If a Party is in material breach of any of the terms of this Access Agreement, the Notifying Party may send it a notice (the Breach Notice) specifying the nature of the breach, a reasonable timescale for its remedy, and the consequences of a failure to remedy the breach (including the suspension and termination of this Access Agreement).

12.2 Upon expiry of the timescale set out in the Breach Notice, the Notifying Party may suspend the use of Passive Civil Infrastructure at a specific Passive Civil Infrastructure Site or Sites, the use of Passive Civil Infrastructure at all Passive Civil Infrastructure Sites, or the Access Agreement if the breach has not been remedied to its satisfaction.

12.3 If the Access Provider considers that the Access Seeker, by operating its equipment at a Passive Civil Infrastructure Site, or by having access to a Passive Civil Infrastructure Site, is causing a material breach of Clause 5 (Safety and interference) or Clause D.1 (Operations and safety) so as to endanger the safety of the Access Provider's employees, agents, contractors or property, or those of other Access Seekers or Occupants, the Access Provider may require the Access Seeker to cease operation of its equipment or may withdraw the Access Seeker's right to have access to the Passive Civil Infrastructure Site without notice. The Access Provider will then follow the process set out in Clause 12.1.

12.4 Effect of suspension: If the provision of Passive Civil Infrastructure at a specific Passive Civil Infrastructure Site or Sites, the provision of Passive Civil Infrastructure at all Passive Civil Infrastructure Sites, or this Access Agreement is suspended, then:

12.4.1 the Passive Civil Infrastructure will no longer be provided by the Access Provider, and the Access Seeker shall cease operating its equipment at the Passive Civil Infrastructure Site or Sites and its right of access to the Passive Civil Infrastructure Site or Sites shall be withdrawn

12.4.2 the term of this Access Agreement shall not be affected by the period of suspension

12.4.3 the Notifying Party shall not be liable to the other Party for any losses or damage that the other Party may have suffered as a result of the suspension.

12.5 A Party may terminate the provision of Passive Civil Infrastructure at a specific Passive Civil Infrastructure Site or Sites, the provision of Passive Civil Infrastructure at all Passive Civil Infrastructure Sites, or this Access Agreement without giving notice as required by Clause 3 in any of the following circumstances:

12.5.1 Where termination is warranted by the continuing failure of the other Party to take action to rectify a condition that threatens the safety of the first Party's employees, agents, contractors or property, or those of other Access Seekers or Occupants, contrary to Clause 5 (Safety and interference) or Clause D.1 (Operations and safety)

12.5.2 A failure to correct a material breach of the terms of this Access Agreement, following the serving of a Breach Notice and the expiry of the term set out in the Breach Notice under the procedure set out in Clause 12.1

12.5.3 Where the other Party has ceased to trade either generally or in relation to the provision of telecommunications services to Customers or other services with which this Access Agreement is associated

12.5.4 Where the other Party has been declared bankrupt by a Court of competent jurisdiction or entered into liquidation or an analogous process in the jurisdiction in which it was incorporated or has appointed, or suffered the appointment of, a Receiver or Administrator or official with similar powers in another jurisdiction

12.5.5 Where a Party fails to pay any amount due under the terms of this Access Agreement by the due date or fails to pay any amount payable as determined on the basis of the billing dispute resolution procedures under Clause E.4 (Billing Disputes), and fails to remedy such default within fifteen (15) Working Days of written notice to do so

12.5.6 Where the Access Seeker ceases to be a Licensed Operator in respect of any service to be provided to a Customer to which the Passive Civil Infrastructure relates

12.5.7 Where the first Party is requested by formal notice in writing to do so by the other Party, subject to the notice periods set out in Clause 3 (Commencement, duration and termination).

12.6 If the termination is undertaken by the Access Provider, it shall first obtain authorisation from the Authority for the termination.

12.7 Effect of termination: If the provision of a Passive Civil Infrastructure at a specific Passive Civil Infrastructure Site or Sites, the provision of Passive Civil Infrastructure at all Passive Civil Infrastructure Sites, or this Access Agreement is terminated in accordance with Clause 3 (Commencement, duration and termination) or this Clause 12, then:

12.7.1 The Passive Civil Infrastructure will cease to be provided by the Access Provider and the Access Seeker shall remove all its equipment, cables and effects forthwith in accordance with Clause D.6 (Removal of equipment on termination) and no longer have access to the Passive Civil Infrastructure Site or Sites without the written consent of the Access Provider

12.7.2 The Access Provider shall not be liable to the Access Seeker for any losses or damage that the Access Seeker may or may have suffered as a result of the termination

12.7.3 The Access Seeker shall be responsible for and bear all direct costs incurred by both Parties in the removal of its equipment and cabling at all the Passive Civil Infrastructure Sites where the provision of Passive Civil Infrastructure has been terminated

12.7.4 The Access Seeker shall remain liable for paying rent while its equipment and effects remain at a Passive Civil Infrastructure Site

12.7.5 All outstanding invoices and debts between the Parties (including for any period during which the first Party, as a concession, continued to provide service despite termination of the provision of Passive Civil Infrastructure or this Access Agreement) shall become due and payable.

13 Force Majeure

13.1 No Party to this Agreement shall be liable for any failure to fulfil its obligations hereunder where such failure is caused by circumstances outside the reasonable control of such Party, including, without limitation, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government, labour disputes of any kind (whether or not involving the Party's employees), fire, lightning, explosion, earthquake, volcano or any other such cause (each an "event of Force Majeure").

13.2 The Party initially affected by the event of Force Majeure shall promptly notify the other Party in writing of the estimated extent and duration of such inability to perform its obligations ("Force Majeure Notice").

13.3 Upon cessation of circumstances leading to the event of Force Majeure, the Party affected by such event of Force Majeure shall promptly notify the other of such cessation.

13.4 If as a result of a Force Majeure, the performance by the Party of its obligations under this Access Agreement is affected, such Party shall, subject to the provisions of Clause 13.7, perform those of its obligations not affected by a Force Majeure. In performing those of its obligations not affected by a Force Majeure, the Party initially affected by a Force Majeure shall use its reasonable endeavours to deploy its resources such that (when taken together with other obligations to its Customers and third parties) there is no undue discrimination against the other Party.

13.5 If the event of Force Majeure continues for a period of 6 months or less from the date of any notification thereof in terms of Clause 13.2, any and all obligations outstanding shall be fulfilled by the Party affected by the event of Force Majeure as soon as possible after cessation of the event of Force Majeure, save to the extent that such fulfilment is no longer practically possible or is not required by the other Party.

13.6 If the event of Force Majeure continues for more than six (6) months from the date of the Force Majeure Notice and notice of cessation in terms of Clause 13.3 has not been given and such event of Force Majeure prevents the affected Party from performing its obligations in whole or in part during that period, the unaffected Party shall be entitled (but not obliged) to terminate this Access Agreement by giving not less than thirty (30) days written notice to the other Party after expiry of such six month period to that effect; provided that such notice shall be deemed not to have been given if a notice of cessation given in terms of Clause 13.3 of the event of Force Majeure is received by the unaffected Party prior to the expiry of such thirty (30) days.

13.7 If this Access Agreement is not terminated in terms of the provisions of Clause 13.6, any obligations outstanding shall be fulfilled by the Party affected by the event of Force Majeure as soon as reasonably practicable after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the unaffected Party.

14 Resolution of Disputes

14.1 In the event of any Dispute arising between the Parties relating to or arising out of this Access Agreement, including but not limited to the implementation, execution, interpretation, rectification, termination or cancellation of this Access Agreement, the Parties shall use their reasonable endeavours to resolve such Disputes by meeting within ten (10) Days of receipt of written notice of the Dispute by one Party to the other in order to negotiate in good faith in an effort to settle the Dispute. The Parties must negotiate in good faith to resolve the Dispute within fifteen (15) Days.

14.2 Should the Parties fail to resolve the Dispute after having negotiated in good faith pursuant to Clause 14.1 for not less than fifteen (15) Days, either Party may upon service of notice to the other Party refer the Dispute to:

14.2.1 the Authority, in accordance with the Authority's Dispute Resolution Rules issued under Article 61 of the Telecommunications Law. The Parties agree either to accept its decision as final and binding or to appeal its decision

14.2.2 conciliation and/or arbitration according to Clause 04.3 and Clause 14.4. The Party referring the Dispute to conciliation or arbitration shall notify the Authority.

14.3 Where a Dispute concerning the conclusion, execution, validity, interpretation, termination or dissolution of this Access Agreement is referred to conciliation and arbitration in accordance with Clause 14.2.2, the Parties shall first seek to resolve the Dispute amicably by conciliation according to the rules of Qatar International Center for Conciliation and Arbitration (QICCA) of the Qatar Chamber of Commerce & Industry or such other rules as agreed to by the Parties in writing. If conciliation fails, or if one Party refuses to cooperate with the conciliation, either Party may refer the Dispute to arbitration according to the rules of Qatar International Center for Conciliation and Arbitration (QICCA) of the Qatar Chamber of Commerce & Industry or such other rules as agreed to by the Parties in writing.

14.4 The following principles will apply to the conciliation and arbitration processes:

14.4.1 the conciliator or arbitrator shall have the appropriate qualifications and experience to solve the Dispute

14.4.2 the conciliator or arbitrator shall not have a potential for conflict of interest

14.4.3 the place at which the conciliation or arbitration takes place shall be Doha, Qatar, and the language of the conciliation shall be English

14.4.5. all costs of the conciliation procedure shall be shared in the event conciliation is successful in resolving the Dispute, or by the losing party in the event that the Dispute proceeds to arbitration.

14.5 The Parties acknowledge and agree that any Dispute and/or arbitration proceedings may take longer than six (6) months and that such circumstances shall not form the basis of a procedural challenge to any arbitration award subsequently delivered.

14.6 The time limits specified in this Clause 14 may be increased or reduced by mutual agreement in writing between the Parties.

14.7 The procedures set out in this Clause 04 are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this Access Agreement.

14.8 The procedures set out in this Clause 04 shall not prevent any Party from seeking (including obtaining or implementing) interlocutory, injunctive or any other immediate pre-emptory or equivalent relief from the Authority or the competent courts in Qatar in order to protect their interest in cases of urgency.

14.9 Each Party will continue to fulfil its obligations under the applicable laws of Qatar and this Access Agreement pending the resolution of any Dispute.

15 Relationship of Parties

15.1 The relationship between the Parties is that of independent contractors. Nothing in the Agreement under this Access Agreement is to be construed to create a partnership, joint venture or agency relationship between the Parties.

15.2 Neither Party may attempt to bind or impose any obligation on a Party or incur any joint liability without the written consent of the other Party except as expressly set out in this Access Agreement.

16 Use of subcontractors

16.1 A Party may only subcontract the exercise of its rights or the performance of any of its obligations under this Access Agreement as provided by this Clause 16.

16.2 If a Party engages a subcontractor to exercise its rights or perform its obligations under this Access Agreement, that Party must ensure that the subcontractor complies with all the terms and conditions of an Agreement under this Access Agreement to the extent relevant.

16.3 The Party engaging the subcontractor will remain primarily responsible and liable to the other Party for:

16.3.1 all acts and omissions of the subcontractor

16.3.2 the performance of its obligations, notwithstanding that performance of such obligations may have been subcontracted by that Party to a subcontractor.

16.4 Any consent or approval of a sub-contractor under this Clause 16 does not create a contractual relationship between a Party and the other Party's subcontractor.

17 Intellectual property rights

17.1 Nothing contained in this Access Agreement shall be construed to confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party and nothing in this Access Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.

17.2 For the purposes of this Clause "Intellectual Property" means whatever trademarks, (registered or not) inventions, patents (both registered and unregistered), copyrights, registered and unregistered designs, know-how and other intellectual property vesting in a Party by the operation of law.

18 Notices

18.1 All Notices provided for in this Access Agreement shall be in writing and shall be delivered to the relevant contact persons nominated for various purposes in Schedule 1 – Contact Details for Passive Civil Infrastructure from time to time.

18.2 Written Notices shall include paper-based writing and electronic means of written communication such as writing communicated by facsimile (fax) and electronic mail (e-mail).

18.3 The Party receiving a Notice pursuant to this Access Agreement shall confirm receipt of the Notice within on (1) Working Day of such receipt. The manner of confirmation shall be the same as that used for the Notice, whether paper-based or electronic.

19 Severability

19.1 The invalidity or unenforceability of any provision in this Access Agreement shall not affect the validity or enforceability of the remaining provisions.

20 Assignment of rights and obligations

20.1 Subject to Clause 20.2, no rights, benefits or obligations under this Access Agreement may be assigned, novated or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

20.2 Subject to Clause 20.3, no consent is required under Clause 20.1 for an assignment of rights, benefits or obligations under this Access Agreement (in whole or in part) to a successor or associated company of all or substantially all of the assigning Party's business provided that the assignment does not materially alters the legal or regulatory requirements or the rights and duties of either Party under this Access Agreement.

20.3 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee or successor agrees in writing to assume all obligations and duties of the assigning Party under this Access Agreement.

21 Whole agreement

21.1 This Agreement constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and, unless otherwise agreed in writing between the Parties, supersedes all previous agreements, understandings, representations or warranties whatsoever, whether oral or written.

22 Variation

22.1 No addition to or variation, consensual cancellation or novation of this Agreement, no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the Parties or their duly authorised representatives.

23 Relaxation

23.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other Party on any occasion in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by either Party, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of, or arising under, this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term of this Agreement.

24 Warranties

24.1 Each Party warrants that, as at the Commencement Date and continuing throughout the term of this Access Agreement:

24.1.1 it is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated

24.1.2 it has all necessary corporate power and authority to own and operate its assets, to take and provide Passive Civil Infrastructure as contemplated in this Access Agreement, and to carry on its business as presently conducted and as it will be conducted under this Access Agreement

24.1.3 it has all necessary corporate power and authority to enter into this Access Agreement and to perform its obligations under the Agreement, and the execution and delivery of the Agreement and the consummation of the transactions contemplated in the Agreement have been duly authorised by all necessary corporate actions on its part

24.1.4 this Access Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with the Access Agreement's terms

24.1.5 that any information provided is complete, true and correct, and not materially misleading.

24.2 Each Party indemnifies the other Party against any loss, claim, expense, damage or action, suffered or sustained by such other Party pursuant to a breach by such Party of its warranty in terms of this Clause 24, notwithstanding anything to the contrary contained in this Agreement.

25 Survival and Merger

25.1 Clause 7 (Confidential Information), Clause 10 (Liability and indemnity), Clause 17 (Intellectual Property Rights), Clause 22 (Warranties), Clause 26 (Governing Law), and this Clause 25 shall survive termination or expiry of this Access Agreement together with any other term which by its nature is intended to do so and shall continue in full force and effect for a period of five (5) years from the date of termination or expiry unless otherwise agreed by the Parties.

25.2 No term of this Access Agreement shall merge on completion of any transaction contemplated by this Access Agreement.

26 Governing law

26.1 The interpretation, validity and performance of this Access Agreement shall be governed in all respects by the laws of the State of Qatar.

26.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Qatar.

IN WITNESS WHEREOF, the Parties have in the presence of witnesses set their respective hands to this Agreement:

For and on behalf of _____

For and on behalf of _____

Signed

Signed

Name

Name

Position.....

Position.....

Date.....

Date.....

Annex A – Services

A.1 Ducts and In-building Facilities

A.1.1 **Service description:** The Access Provider shall provide the Access Seeker with space in its Ducts and In-building Facilities for the purpose of installing the Access Seeker's telecommunications cables that provide access to the Access Seeker's Customers. This service does not include the provision of space for the Access Seeker's own terminal equipment, nor the supply of electricity (see Services A.3 Space and A.5 Electric Power). For avoidance of doubts, the service includes access to drop and lead in ducts, conduits, manholes, hand holes, cable tray, equipment mounting, riser shafts and overhead aerial, consistently with the Regulation.

A.1.2 The service shall include the right of the Access Seeker to inspect, test, maintain, and operate its cable in the Ducts and In-building Facilities. The staff of the Access Seeker and its contractors may have access to the Access Seeker's cable for these purposes under the procedures and terms set out in Clause D.3 and Schedule 1 to Annex D – Operations and Maintenance. The Access Provider may, at its discretion, accompany and supervise such access visits.

A.1.3 The Ducts and In-building Facilities Service will be ordered, provisioned and installed according to the terms and processes set out in Annex B - Ordering and Provisioning. Only staff or contractors approved by the Access Provider will be permitted to install, replace and remove cable installed in the Ducts and In-building Facilities.

A.1.4 The Access Seeker shall be responsible for the maintenance and operation of its cable installed in the Ducts and In-building Facilities. The Access Provider shall remain responsible for the maintenance and management of the Ducts and In-building Facilities.

A.1.5 This service is available where the Access Provider has agreed that sufficient space is available to meet the Access Seeker's requirements, taking into account the availability of space in the facilities, existence of redundant cable and other blockages, the use of Ducts and In-building Facilities by other Access Seekers and the Access Provider's plans for the development or building.

A.1.6 The rights to Ducts and In-building Facilities granted under this Agreement are non-exclusive, and the Access Seeker may be required to share them with other Access Seekers or Service Providers.

A.1.7 If the Ducts and In-building Facilities are already occupied or reserved by another Service Provider, the Access Provider shall use its best endeavours to resolve any conflicts or issues between the Service Providers or any claims to exclusive occupancy, so that the Access Seeker's requests can be satisfied.

A.1.8 **Installation and Alterations:** The Access Seeker must comply with the process set out in Clause B.6 for the installation of its cables in the Ducts and In-building Facilities, and with the process set out in Clause D.4 for any Alterations.

A.1.9 The Access Seeker and the Access Provider shall agree the start and end of the route required by the Access Seeker, the exact facilities to be used by the Access Seeker, the plans for cable installation, and access arrangements for maintenance and operations purposes in advance of the occupation of the Ducts and In-building Facilities by the Access Seeker. The Access Provider shall be responsible for any liaison necessary with other occupants of the Ducts or In-building Facilities.

A.1.10 In offering its Ducts and In-building Facilities Service, the Access Provider does not warrant that the facilities are free from blockages, sand, debris, old cable or any other obstruction that may be encountered during cable installation. The cost of removing any such obstructions will be borne by the Access Seeker. The Access Provider does not warrant that the Ducts and In-building Facilities are free from vermin, contamination or other hazards, and the Access Seeker must satisfy itself about the condition of the Ducts and In-building Facilities by inspection.

A.1.11 **Charging:** The Access Seeker shall pay the charges set out in Annex F – Prices for the Ducts and In-building Facilities Sharing Service, including Ducts and In-building Facilities rental, supervised access, surveys and any other charges made by the Access Provider for the installation, inspection, maintenance, modification or removal of the Access Seeker's equipment in the Ducts and In-building Facilities. If the Ducts and In-building Facilities require modifications or improvement works to enable the installation of the Access Seeker's cable and equipment or to support the cable and equipment to be installed by the Access Seeker, the total costs of these works shall be borne by the Access Seeker.

A.1.12 The In-building Facilities rental charges shall be based on the volume of cable placed in the Ducts and In-building Facilities, and these charges will be billed monthly in advance. All other charges will be billed by the Access Provider after they have been incurred.

A.2 Towers

A.2.1. **Service definition:** The Access Provider shall provide space on Tower sites in its ownership and management control for the Access Seeker to provide and use antennae for the purposes of radio transmission or radio reception services. The service includes space for the installation of cables on the Tower to connect the antennae to Access Seeker's equipment and for electric power. It does not include the supply of electric power and the provision of space for the Access Seeker's equipment that is not located on the Tower (see Services A.3 Space and A.5 Electric Power).

A.2.2 The service shall include the right of the Access Seeker to inspect, test, maintain and operate its equipment on the Tower. Its staff and contractors may have access to the Access Seeker's equipment under the procedures and terms set out in Clause D.3 and Schedule 1 to Annex D – Operations and Maintenance. The Access Provider may, at its discretion, accompany and supervise such access visits.

A.2.3 The Access Seeker shall be responsible for the maintenance and operation of its equipment installed on the Tower or at the Tower site. The Access Provider shall remain responsible for the management and maintenance of the Tower.

A.2.4 The Tower Sharing Service will be ordered according to the terms and processes set out in Annex B – Ordering and Installation. The staff and contractors of the Access Seeker will be permitted to install, upgrade and remove equipment on the Tower provided that the Access Provider approves them in advance of the works.

A.2.5 This service is only available on Towers where the Access Provider has decided that Tower sharing is feasible, having taken into consideration:

- i) the load bearing capability of the Tower
- ii) the Access Provider's plans for decommissioning or altering the Tower
- iii) requirements of Access Seekers already using the Tower
- iv) availability of power, and access
- v) planning and environmental considerations
- vi) and other factors considered relevant by the Access Provider.

A.2.6 The access rights to Towers granted under this Agreement are non-exclusive, and the Access Seeker will be required to share them with other Access Seekers.

A.2.7 If space on the Tower is already occupied or reserved by another Service Provider, the Access Provider shall use its best endeavours to resolve any conflicts or issues between the Service Providers or any claims to exclusive occupancy, so that the Access Seeker's requests can be satisfied.

A.2.8 Installation and Alterations: The Access Seeker must comply with the process set out in Clause B.6 for the installation of its equipment and cables on the Tower, and with the process set out in Clause D.4 for any Alterations. Any works carried out by the Access Seeker on the Tower shall conform to international and national standards for health and safety for Tower installations. Any antennae placed on the Tower shall conform to the relevant requirements of the International Commission on Non-Ionising Radiation Protection.

A.2.9 Before it carries out the installation of equipment on the Tower, the Access Seeker should consult any other users of the Tower to ensure that its equipment will not cause interference or other impediments to their usage of the Tower, and it shall be responsible for resolving any such problems to the satisfaction of the other users.

A.2.10 The Access Seeker shall be responsible for obtaining any necessary permits and approvals for the installation and operation of its antennae before installing its equipment.

A.2.11 Charging: The Access Seeker shall pay the charges set out in Annex F – Prices for the Tower Service, including Tower rental, supervision of installation and Alteration works, supervised access, Tower surveys and any other charges made by the Access Provider for the installation, inspection, maintenance, modification or removal of the Access Seeker's equipment on the Tower. If the Tower or Tower site requires modification or improvement works to enable the installation of the Access Seeker's cable and equipment or to support the antennae and equipment to be installed on the Tower by the Access Seeker, the total cost of these works shall be borne by the Access Seeker.

A.2.12 The Tower rental charges shall be based on the number of attachments placed on the Tower, and these charges will be billed monthly in advance. All other charges will be billed by the Access Provider after they have been incurred.

A.3 Space Service

A.3.1 **Service definition:** The Access Provider will provide the Access Seeker with a right to occupy a defined floorspace in rooms, buildings, on roof tops or on land that are owned or leased by the Access Provider for the Access Seeker's telecommunications equipment. The service shall not include letting space for ancillary activities, such as offices, maintenance facilities or storage (which may be covered by a separate commercial lease), or the usage of racks, cabinets, cupboards or other furniture provided by the Access Provider (see Service A.4 Ancillary Services).

A.3.2 The service shall include the right of the Access Seeker to inspect, test, maintain and operate its equipment in the Space. Its staff and contractors may have access to the Access Seeker's equipment under the procedures and terms set out in Clause D.3 and Schedule 1 to Annex D – Operations and Maintenance. The Access Provider may, at its discretion, accompany and supervise such access visits.

A.3.3 The Access Seeker shall be responsible for the maintenance and operation of its equipment installed in the Space, and for the maintenance, repair and upkeep of the Space. The Access Provider shall remain responsible for the management of the associated land and buildings under its control.

A.3.4 The Space Service will be ordered according to the terms and processes set out in Annex B – Ordering and Installation.

A.3.5 This service is available on Space where the Access Provider has decided that the Space Service is feasible, having taken into consideration:

- i) the physical characteristics of the Space
- ii) ease of access to the Space
- iii) the use of the Space proposed by the Access Seeker
- iv) the Access Provider's own future requirements for space
- v) its plans for decommissioning or altering the Space and the associated buildings and land
- vi) requirements of other users
- vii) availability of power,
- viii) interference with existing users,
- ix) access, planning and environmental considerations
- x) and other factors considered relevant by the Access Provider.

A.3.6 The Access Provider does not warrant that the Space is free from vermin, contamination or other hazards, and the Access Seeker must satisfy itself about the condition of the Space by inspection.

A.3.7 **Installation and Alterations:** The Access Seeker must comply with the process set out in Clause B.6 for the installation of its equipment and cables in the Space, and with the

process set out in Clause D.4 for any Alterations. The Access Seeker and the Access Provider shall agree the detailed location of the Access Seeker's equipment, how the Access Seeker will separate its equipment from the equipment of any other Access Seeker, the plans for its installation, and access arrangements for maintenance and operational purposes in advance of the occupation of the Space.

A.3.8 Before it carries out the installation of equipment in the Space, the Access Seeker shall consult any other Occupants or Access Seekers of the building or land with equipment adjacent or near to the Space to ensure that its equipment will not cause interference or other impediments to the usage of their equipment, and it shall be responsible for resolving any such problems to the satisfaction of the Occupants and Access Seekers.

A.3.9 If requested by the Access Provider, the Access Seeker will install at the Access Seeker's cost caging for the equipment provided by the Access Seeker.

A.3.10 The Access Seeker shall be responsible for obtaining any necessary permits and approvals from the public and municipal authorities for the installation of its equipment in the Space.

A.3.11 **Charging:** The Access Seeker shall pay the charges set out in Annex F - Prices for the Space Service, including Space rental, supervised access charges, Space survey charges and any other charges made by the Access Provider for the installation, inspection, maintenance, modification or removal of the Access Seeker's equipment on the Space. If the Space requires modification or improvement works to enable the installation of the Access Seeker's equipment or to support the equipment to be installed by the Access Seeker, the total costs of these works shall be borne by the Access Seeker.

A.3.12 The Space rental charges shall be based on the area of Space allocated to the Access Seeker, and these charges will be billed monthly in advance. All other charges will be billed by the Access Provider after they have been incurred.

A.4 Ancillary Services

A.4.1 **Service definition:** The Access Provider will provide the Access Seeker with the right to benefit from facilities owned by the Access Provider in order to assist the operation and maintenance of equipment and cables installed by the Access Seeker under Services A.1 In-building facilities, A.2 Towers and A.3 Space. The facilities in this Service may include air conditioning, back up generators, racks, cupboards and cabinets, and any other facilities as may be agreed between the Access Provider and the Access Seeker. The facilities included in the Ancillary Services do not include the provision of Electric Power, which is covered by Service A.5.

A.4.2 The Access Provider shall be responsible for the provision and maintenance of the facilities providing the Ancillary Services. The Access Seeker shall promptly inform the Access Provider if it notices any deterioration in the provision of the Ancillary Services.

A.4.3 The Access Seeker shall take the same precautions and care of the facilities providing the Ancillary Services as expected from the other Occupants, and shall pay the cost of any

damage it directly causes to such facilities or imposes on the facilities through improper use of the Ancillary Services.

A.4.4 The Ancillary Services will be ordered according to the terms and processes set out in Annex B – Ordering and Installation, and the Service Request shall specify the exact nature, location and standard of the Ancillary Services required.

A.4.5 Ancillary Services are available where the Access Provider has decided that their provision is feasible, having taken into account:

- i) the capacity of the facility
- ii) the usage of the Ancillary Services by other Occupants and Access Seekers
- iii) its plan to modify the facility
- iv) and the costs of changes (if any) required to meet the Access Seeker's requirements.

A.4.6 The rights to Ancillary Services granted under this Agreement are non-exclusive, and the Access Seeker may be required to share them with other Access Seekers and Occupants.

A.4.7 The Access Seeker has the right to provide its own Ancillary Services, subject to it using A.3 Space Service if additional Space is required for the facility providing the Ancillary Service.

A.4.8 **Charging:** The Access Seeker shall pay the charges set out in Annex F - Prices for Ancillary Services. If the facilities providing the Ancillary Services require modification or improvement works to meet the Access Seeker's requirements, a proportion of the costs of these works shall be borne by the Access Seeker. The proportion will be agreed between the Access Provider and Access Seeker before the works are carried out, based on the benefit of the modification or improvement enjoyed by the Access Seeker compared to other Occupants.

A.4.9 The Ancillary Services rental charges will be billed monthly in advance. All other charges will be billed by the Access Provider after they have been incurred.

A.5 Metered Electric Power

A.5.1 **Service definition:** The Access Provider will provide the Access Seeker with electric power in order to assist the operation of equipment and cables installed by the Access Seeker under Services A.1 In-building Facilities, A.2 Towers and A.3 Space. The charges for this service shall be based on the amount of electricity consumed by the Access Seeker's equipment, as measured by a meter.

A.5.2 The reliability, voltage and any variations in the electric power shall be the responsibility of the Electricity Company, and the Access Provider shall not be responsible for any damage or loss resulting from failures or problems with the supply of electricity from the Electricity Company.

A.5.3 The Access Provider shall be responsible for the provision and maintenance of the cables and equipment providing the Electric Power, except where the Access Seeker provides

its own cabling in associated with Services A.1 In-building Facilities, A.2 Towers and A.3 - Space. The Access Seeker shall promptly inform the Access Provider if it notices any deterioration in the provision of Electric Power.

A.5.4 The Access Seeker shall take the same precautions and care of the facilities providing the Electric Power as expected from the other Occupants, and shall pay the cost of any damage it directly causes to such facilities or imposes on the facilities through improper use of the Electric Power.

A.5.6 The Electric Power will be ordered according to the terms and processes set out in Annex B – Ordering and Installation, unless agreed otherwise between the Parties.

A.5.7 Electric Power is available where the Access Provider has decided that its provision is feasible, having taken into account:

- i) the capacity of the supply
- ii) the usage of Electric Power by other Occupants and Access Seekers
- iii) its plan to modify the supply
- iv) the plans of the Electricity Company
- v) and the costs of changes (if any) required to meet the Access Seeker's requirements.

A.5.8 The rights to Electric Power granted under this Agreement are non-exclusive, and the Access Seeker may be required to share them with other Access Seekers and Occupants.

A.5.9 The Access Seeker has the right to provide its own Electric Power, subject to it using Services A.1 – In-building facilities and A.3 - Space in order to accommodate its power cables and equipment.

A.5.10 **Charging:** The Access Seeker shall pay the same charges for the consumption of Electric Power as paid by the Access Provider to the Electricity Company, plus its share of any standing or fixed charges, plus a reasonable charge to cover the management and billing costs of the Access Provider.

A.5.11 If the cables or equipment supplying Electric Power require modification or improvement works (including the installation of meters) to meet the Access Seeker's requirements, a proportion of the costs of these works shall be borne by the Access Seeker. The proportion will be agreed between the Access Provider and Access Seeker before the works are carried out, based on the benefit of the modification or improvement enjoyed by the Access Seeker compared to other Occupants.

A.5.12 If requested by the Access Provider, the Access Seeker shall promptly provide the Access Provider with meter readings to show the Access Seeker's consumption of Electric Power. The Access Provider shall bill the Access Seeker for the Electric Power charges quarterly, based on actual (or, if these are not available, estimated) meter readings, plus any other charges set out in Clause 4.8 above. All other charges will be billed by the Access Provider after they have been incurred.

A.6 Unmetered Electric Power

A.6.1 **Service definition:** The Access Provider will provide the Access Seeker with electric power in order to assist the operation of equipment and cables installed by the Access Seeker under Services A.1 In-building Facilities, A.2 Towers and A.3 Space. The charges for this service shall be based on the wattage of the Access Seeker's equipment that is powered by the Electric Power.

A.6.2 The reliability, voltage and any variations in the Electric Power shall be the responsibility of the Electricity Company, and the Access Provider shall not be responsible for any damage or loss resulting from failures or problems with the supply of electricity from the Electricity Company.

A.6.3 The Access Provider shall be responsible for the provision and maintenance of the cables and equipment providing the Electric Power, except where the Access Seeker provides its own cabling in associated with Services A.1 In-building Facilities, A.2 Towers and A.3 - Space. The Access Seeker shall promptly inform the Access Provider if it notices any deterioration in the provision of Electric Power.

A.6.4 The Access Seeker shall take the same precautions and care of the facilities providing the Electric Power as expected from the other Occupants, and shall pay the cost of any damage it directly causes to such facilities or imposes on the facilities through improper use of the Electric Power.

A.6.6 The Electric Power will be ordered according to the terms and processes set out in Annex B – Ordering and Installation, unless agreed otherwise between the Parties.

A.6.7 Electric Power is available where the Access Provider has decided that its provision is feasible, having taken into account:

- i) the capacity of the supply
- ii) the usage of Electric Power by other Occupants and Access Seekers
- iii) its plan to modify the supply
- iv) the plans of the Electricity Company
- v) and the costs of changes (if any) required to meet the Access Seeker's requirements.

A.6.8 The rights to Electric Power granted under this Agreement are non-exclusive, and the Access Seeker may be required to share them with other Access Seekers and Occupants.

A.6.9 The Access Seeker has the right to provide its own Electric Power, subject to it using Services A.1 – In-building facilities and A.3 - Space in order to accommodate its power cables and equipment.

A.6.10 **Charging:** The Access Seeker shall pay a charge for the consumption of Electric Power, based on the wattage of the equipment of the Access Seeker, as specified in the technical specifications produced by the manufacturer of the equipment. The charge is as set

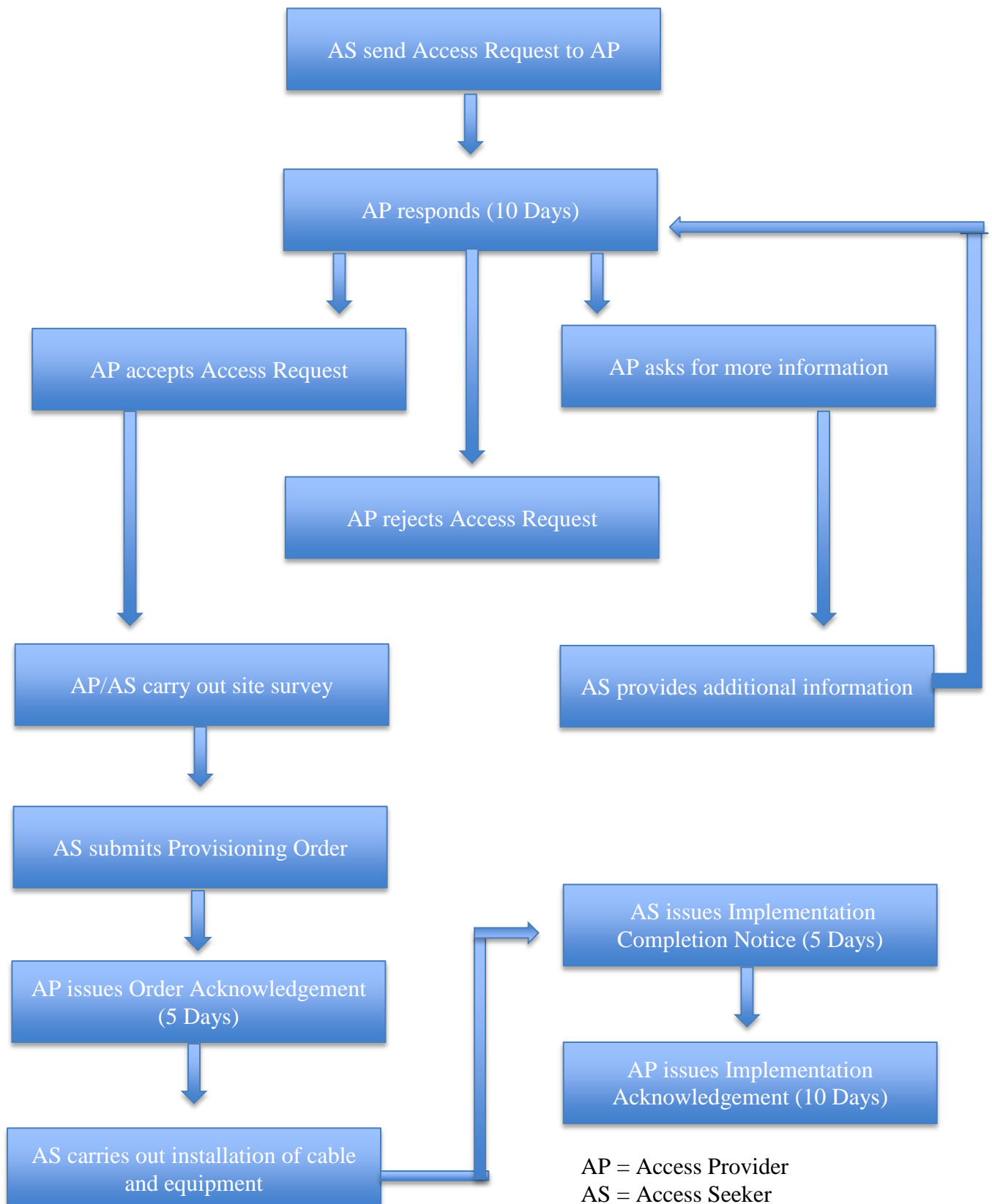
out in Annex F – Prices, and may be amended from time to time to reflect any changes in the tariff charged by the Electricity Supplier to the Access Provider.

A.6.11 If the cables or equipment supplying Electric Power require modification or improvement works (including the installation of meters) to meet the Access Seeker's requirements, a proportion of the costs of these works shall be borne by the Access Seeker. The proportion will be agreed between the Access Provider and Access Seeker before the works are carried out, based on the benefit of the modification or improvement enjoyed by the Access Seeker compared to other Occupants.

A.6.12 If requested by the Access Provider, the Access Seeker shall provide evidence of the wattage of its equipment in the form of the technical specifications produced by the manufacturer of the equipment.

Annex B – Ordering and Provisioning

Simplified flow diagram for installation and provisioning



B.1 Access Requests

B.1.1. An Access Request for any Passive Civil Infrastructure Service may be in the format of a business letter, but must contain the information listed in Schedule 1 of this Annex for the Passive Civil Infrastructure Services requested by the Access Seeker. The Access Seeker may include in the Access Request a list of the diagrams, maps and other information it needs to design and plan the installation and operation of its cable and equipment that will use the Passive Civil Infrastructure Service. The Access Request should be sent to the person nominated in Schedule 1 - Contact Details, and should be accompanied by the Access Request fee set out in Annex G - Prices.

B.1.2 An Access Request will not be considered by the Access Provider if an Access Agreement has not been signed by the Parties.

B.2 Response to Access Request by Access Provider

B.2.1. On receipt of an Access Request for a Passive Civil Infrastructure Service, the Access Provider shall examine the request and respond to the Access Seeker within five (5) Days of the receipt of the Access Request.

B.2.2. In its response, the Access Provider shall:

- Acknowledge the receipt of the Access Request and give the date of the receipt
- Give the names and contact details of the personnel dealing with the Access Request on behalf of the Access Provider in the negotiations or other dealings to obtain the Passive Civil Infrastructure Service.
- State either:
 - That it accepts the Access Request and will provide the schematics, diagrams and pertinent information detailing the Passive Civil Infrastructure referred to in the Access Request within ten (10) Days, or
 - That it rejects the Access Request.

B.2.3 If the Access Provider rejects the Access Request, it must set out the detailed grounds for refusal in the response. These grounds may only be:

- The Access Seeker has not provided the information specified in Schedule 1 of this Annex
- It is not technically feasible to provide access to the services or facilities requested by the Access Seeker
- The Access Seeker has not sufficient spare capacity to meet the Access Request because the Passive Civil Infrastructure is already used to capacity, is near to full capacity, or is reserved by the Access Provider or another Access Seeker for use within the next six (6) months.

If the Access Request is refused because of a lack of capacity, the Access Provider shall propose an alternative solution to the Access Seeker within twenty (20) Days of its response to the Access Request.

B.2.4 If the refusal is for administrative reasons, the Access Provider must specify the lack of information or the irregularities in the Access Request and the steps that the Access Seeker must take to rectify them. The Access Seeker shall respond to the rejection of the Access Request with additional information or a correction of any irregularity within five (5) Days. The Access Provider will then respond as set out in Clause B.2.2 above.

B.2.5 If the refusal is for technical reasons, the Access Provider shall provide detailed information supporting the rejection. The Access Seeker may reply to the rejection of the Access Request with counterarguments for supporting that the request is technically feasible within five (5) Days. The Access Provider will then respond as set out in Clause B.2.2 above. The Access Seeker may refer the rejection to the Passive Civil Infrastructure Committee for an amicable solution. When the Parties fail to reach an agreement on an Access Request, either Party may refer the matter to the Authority in accordance with the Dispute Resolution Rules.

B.2.6 In responding to an Access Request for Ducts and In building Facilities Service, the Access Provider shall calculate the availability of spare capacity in its ducts system in accordance with the formula set out in Schedule 2 to this Annex – Ordering and Provisioning.

B.2.7 If the Access Provider does not respond in the manner described in this Clause B.2, the Access Seeker may refer the matter to the Passive Civil Infrastructure Committee for an amicable solution. When the Parties fail to reach an agreement on an Access Request, either Party may refer the matter to the Authority in accordance with the Dispute Resolution Rules.

B.3 Site survey

B.3.1 Once the Access Provider has accepted the Access Request and the schematics, diagrams and pertinent information detailing the Passive Civil Infrastructure have been delivered to the Access Seeker, the Parties shall agree the scope of the site survey to be carried out. This survey may examine aspects specific to the service requested (as set out in Clauses A.1.5, A.2.5, A.3.5, A.4.5 and A.5.7) and any other aspects considered relevant by the Parties.

B.3.2 The survey shall be undertaken by the Access Seeker or the Access Provider (at the cost of the Access Seeker) or jointly. Unless otherwise agreed between the Parties, the site survey shall be undertaken within ten (10) Days of the acceptance of the Access Request by the Access Provider, The Party undertaking the survey shall prepare a report with the results of the survey and share it with the other Party within three (3) Days from the date of the survey. The report will be signed by both Parties on the date of receipt as evidence that it has been shared between the Parties.

B.3.3 The site survey shall establish whether any modifications or improvements are necessary to the Passive Civil Infrastructure in order to accommodate the Access Request, and if so, the costs of the modifications or improvements and how these are to be split between the Parties.

B.3.4 If the site survey shows that there is insufficient capacity on existing Passive Civil Infrastructure to meet the Access Request, if technically feasible, the Access Provider shall agree with the Access Seeker to scale the Passive Civil Infrastructure to meet the Access

Request. The Access Seeker and the Access Provider may agree that the Access Seeker shall have a separate Indefeasible Right of Use for a minimum period of twenty (20) years or may enter into a separate lease arrangement that is subject to the participation of other Access Seekers or may have access to the new capacity provided by the Access Provider under the terms of this Access Agreement.

B.4 Provisioning process and reservation of capacity

B.4.1 On completion of the site survey, the Access Seeker may place a Provisioning Order. This Order must be for the same services described in the Access Request, and provide the following information:

- The specific services required
- The location(s) at which the services are required
- The date on which the services are required
- Relevant technical and physical specifications
- Access requirements for installation and maintenance of any cable and equipment
- Proposed staff or contractors to be used by the Access Seeker for any installation and preparatory works
- Any amendments to the information submitted in the Access Request
- Any other relevant specifications.

B.4.2 The Access Provider will respond to the Provisioning Order within five (5) Days of receiving the Provisioning Order with an Order Acknowledgement, and in its response the Access Provider will:

- Acknowledge the receipt of the Provisioning Order and give the date of the receipt
- State either:
 - That it accepts the Provisioning Order and notifies the Access Seeker of the date when the Access Seeker will have access to the Passive Civil Infrastructure service (the Ready for Service date), or
 - That it rejects the Provisioning Order.

B.4.3 If the Access Provider rejects the Provisioning Order, it must set out the detailed grounds for refusal in the response. These grounds may only be:

- The Provisioning Request is materially different from the services requested in the Access Request
- The proposed access requirements, installation works, contractors, or maintenance and access arrangements are not acceptable (and detailed reasons must be given)
- The site survey has shown that there is insufficient capacity for the requested services.

If the Provisioning Order is rejected by the Access Provider, the Access Seeker may submit a revised Provisioning Order as set out in Clause B.4.1.

B.4.4 In its response the Access Provider shall indicate any one off charges for preparatory works, site supervision, modification and improvement works to the Passive Civil Infrastructure or other costs necessary to comply with the Provisioning Order.

B.4.5 With the issue of the Order Acknowledgement, the Access Provider agrees that it will reserve the capacity or service that is the subject of the Provisioning Order for the benefit of the Access Seeker up to the Ready for Service date given in the Order Acknowledgement.

B.4.6 The Access Provider must also indicate any other requirements or conditions that must be met before the Passive Civil Infrastructure Service can be provided, such as permissions from third parties, submission of detailed plans and schemes, information to be provided to other Access Seekers and Occupants.

B.4.7 The Access Provider shall ensure that the Ready for Service date is no more than 30 Days after the date of the Order Acknowledgement, unless this timescale cannot be reasonably met within this timeframe or unless the Parties mutually agree a different timescale.

B.4.8 If the Access Provider is unable to meet the Ready for Service date for any reason, it shall promptly inform the Access Seeker and the Parties shall agree a revised Ready for Service date. In this case, the Access Provider may be liable to pay a Service Credit in accordance with Annex G – Service Levels.

B.5 Installation process

B.5.1 On receipt of the Order Acknowledgement, the Access Seeker shall, if requested by the Access Provider in its Order Acknowledgement, submit a plan and programme of works, showing its proposals for the exact siting of its equipment on the Passive Civil Infrastructure, its timetable for installation and any preparatory works, and its requirements for access and facilities (such as storage or temporary buildings) during the installation works. These plans shall be subject to the approval of the Access Provider before the works commence. The Access Provider shall give its approval of the plans within five (5) Days of receiving them. If the Access Provider does not approve them, it shall inform the Access Seeker within five (5) Days of receiving the plans, and the Parties shall meet promptly in order to resolve the matter. If the Access Provider does not inform the Access Seeker within five (5) Days of receiving the plans, the Access Seeker may deem that it has received the approval of the Access Provider.

B.5.2 Where feasible the equipment of the Access Seeker shall be placed in a lockable building, container, room or cage that separates it from the space occupied by any other Access Seeker's equipment. If this is not feasible, suitable arrangements for the separation of the Access Seeker's equipment from the equipment of any other Access Seekers or Occupants will be agreed between the Parties.

B.5.3 At any time after the Ready for Service date, the Access Seeker may proceed to install its cable and equipment, as set out in the Provisioning Order. The installation works may be undertaken by the staff of the Access Seeker, Access Provider or by contractors approved by the Access Provider, as agreed between the Parties. The Access Provider may inspect the works at any time. The Access Provider shall be responsible for liaison during the installation works with any other Access Seekers occupying the Passive Civil Infrastructure and with Occupants. If considered necessary by the Access Provider, the Access Provider may request other Access Seekers occupying the Passive Civil Infrastructure or other Occupants to attend

the installation works carried out by the Access Seeker in order to protect their cable, equipment or other interests.

B.5.4 If requested by the Access Provider, the Access Seeker shall mark its cable and equipment so that it can be distinguished from the cable and equipment of other Access Seekers or Occupants.

B.5.5 The Access Seeker shall obtain the consent of the Access Provider before carrying out any physical changes or modifications to the Access Provider's buildings, land or infrastructure. No flammable or hazardous materials shall be used by the Access Seeker, nor brought onto the site, whether on a permanent or temporary basis, during and after the installation period without the Access Provider's consent.

B.5.6. Where, during the course of installation, operation, maintenance, replacement or repair of its equipment the Access Seeker causes any damage to the infrastructure, site, equipment or facilities, belonging to the Access Provider or to other Access Seekers, the Access Seeker must report the damage immediately to the Access Provider. The Access Provider (or the other Access Seeker) shall rectify any damage in the most appropriate way and the reasonably incurred costs in connection with the damage, including for the repair thereof, shall be borne by the Access Seeker.

B.5.7 Where the installation works have caused damage to road or other surfaces, or to the property of adjoining landowners or tenants, the Access Seeker shall be responsible for this damage and shall promptly carry out re-instatement works of the damaged area to the standard prevailing before the installation works at its own expense.

B.5.8 **Accidents:** The Access Seeker shall report immediately to the Access Provider any incident, injury, harm, fatal or otherwise that occurs during the installation works. For fatal or serious accidents, the accident site shall be left undisturbed so that the relevant authority can investigate the circumstances leading to the accident. The Access Seeker shall report immediately to the relevant authorities any fatal accident at the site.

B.5.9 The Access Seeker shall send the Access Provider an Implementation Completion Notice within five (5) Days of the completion of the installation works. The Access Provider may conduct an inspection of the works. Once the Access Provider is satisfied with the installation works, it shall issue an Implementation Acknowledgement within ten (10) Days of the date of the Implementation Completion Notice. If the Access Provider is dissatisfied with the installation works, it shall inform the Access Seeker within ten (10) Days of the date of the Implementation Completion Notice, and the Parties shall meet promptly in order to resolve the matter. If the Access Seeker does not receive an Implementation Acknowledgement, or a notice that the Access Provider is dissatisfied with the installation works, within ten (10) Days of the date of the Implementation Completion Notice, the Implementation Acknowledgement is deemed to be issued.

B.5.10 The charges set out Annex F - Prices will be payable from the date of the Implementation Acknowledgement, or, if one has not been issued, from ten (10) Days after

the date of the Implementation Completion Notice, whether or not the Access Seeker has started to provide services to its Customers.

B.5.10 If required by the Access Provider, the Access Seeker shall provide the Access Provider with drawings to show the location of its cable and equipment and any modifications carried out to the Passive Civil Infrastructure Site or to the Access Provider's property during the installation works.

B.6 Information systems

B.6.1 The Access Provider may establish an electronic system for the administration of the ordering and provisioning process, as set out in this Annex, and shall make it available to the Access Seeker. Once this electronic information system has been established, both the Access Seeker and the Access Provider shall use it for the purposes of exchanging information, requests, orders and other documentation required to complete the ordering and provisioning processes.

B.6.2 The Access Provider shall also maintain electronic records of its Passive Civil Infrastructure showing its location, capacity and usage by the cable and equipment of the Access Seeker and other Access Seekers or Service Providers, and make these records available on request to the Access Seeker. The Access Seeker will provide the Access Provider with information about its cable and equipment located on the Access Provider's Passive Civil Infrastructure in an electronic format specified by the Access Provider. The Access Seeker will cooperate in updating the Access Provider's electronic records.

Schedule 1 to Annex B: Access Request information

All Access Requests

All Access Requests must contain the following information:

- Name and address of Access Seeker
- Contact details of person responsible for request

Ducts and In-Building Facilities

An Access Request for the Ducts and In-Building Facilities Service must contain the following information:

- Name and location of premises where In-Building Facilities are required
- Start and end point of route required
- Gauge, type, length and number of cables to be installed
- Access required for installation, testing, maintenance and operation of equipment

Towers

An Access Request for the Tower Service must contain the following information:

- Name and location of tower required
- Number and type of equipment to be installed on the Tower
- Model and specification of equipment
- Size, weight and wind load of each piece of equipment
- Frequency of signal to be sent over each piece of equipment
- Tilt and azimuth of antennae
- Transmission power of each piece of equipment
- Number of mounting positions required and their height above Mean Sea Level
- Cable/waveguide type, gauge and specification of each cable to be installed in and around Tower
- Electric power requirements of equipment
- Access required for installation, testing, maintenance and operation of equipment
- Date service required and period of requirement

Space

An Access Request for the Space Service must contain the following information:

- Name and location of premises or land required
- Area and dimensions of space requested
- Purpose of Space requirement
- Number of pieces and type of equipment to be installed on the Space
- Model and specification of equipment
- Size and weight of each piece of equipment
- Requirements for equipment space adjacent to a Tower - area and height of container/building, electric power, floor loading, cabling type and gauge
- Electric power requirements of equipment

- Access required for installation, testing, maintenance and operation of equipment
- Date service required and period of requirement

Ancillary Services

An Access Request for the Ancillary Services must contain the following information:

- Details of Ancillary Services required
- Name and location of premises where Ancillary Services are required
- Date service required and period of requirement

Electric Power

An Access Request for the Electric Power must contain the following information:

- Name and location of premises where Electric Power is required
- Equipment requiring Electric Power with its power requirements (wattage, demand variations, two/three phase etc)
- Metering requirements
- Date service required and period of requirement

Schedule 2 to Annex B: Duct capacity calculations

The availability of space for occupation by the Access Seeker shall be calculated in line with the following formula:

$$\text{Available capacity} = \text{Gross capacity} - \text{Allowance for round geometry} - \text{Maintenance capacity} - \text{Reserved capacity} - \text{Existing usage}$$

Where:

Available capacity = space for occupation by Access Seeker and other third parties

Gross capacity = area of duct ($\pi \times \text{diameter}$)

Allowance for round geometry = 20% of gross capacity

Maintenance capacity = area of largest existing or planned cable

Reserved capacity = capacity reserved for other Access Seekers and third parties

Existing usage = area taken up by existing cables, minus any redundant cables that will be removed

Annex C – Planning of new Passive Civil Infrastructure Sites

C.1 Joint planning

C.1.1 If the Access Provider is planning to carry out the construction of a building or development that will contain Passive Civil Infrastructure (which, for the avoidance of doubt, shall include any building or development that is being planned or developed by the Access Provider, whether or not it is the subject of this Agreement), it shall inform the Access Seeker (and all other Access Seekers with which it has an Access Agreement) of its plans prior to the design and planning stage, and at least six months before construction is due to start. It will provide the Access Seeker with sufficient information so as to permit the Access Seeker to decide whether it may wish to take up a Passive Civil Infrastructure Service at the site.

C.1.2 The Access Seeker shall respond within one month of receiving this information to indicate whether it may wish to take up a Passive Civil Infrastructure Service at the site.

C.1.3 If the Access Seeker has indicated its desire to take up a Passive Civil Infrastructure Service at the site, the Parties shall meet to discuss the design and planning of the proposed construction works and to develop an infrastructure sharing plan.

C.2 Reservation of capacity and ordering

C.2.1 In order to reserve capacity at the proposed building or development, the Access Seeker may submit a Provisioning Order, as set out in Clause B.5, and the Access Provider shall use the Order Acknowledgement to confirm the reservation of capacity. The Parties may agree an alternative process to reserve capacity.

C.2.2 The Access Seeker and the Access Provider may agree that the Access Seeker shall have a separate Indefeasible Right of Use for a minimum period of twenty (20) years or may enter into a separate lease arrangement that is subject to the participation of other Access Seekers or may have access to the new capacity provided by the Access Provider under the terms of this Access Agreement.

Annex D - Operations and maintenance

D.1 Operations and safety

D.1.1 The Access Seeker shall ensure that its equipment does not interfere with, degrade or impair the equipment of any other Access Seekers or Occupants. If the Access Provider receives a complaint about interference, degradation or impairment from an Access Seeker, it shall organise such meetings or liaison arrangements as the Access Provider considers necessary to remedy the problem as soon as possible. If the cause cannot be remedied by reasonable measures, or within a reasonable timescale, the Access Provider shall have the right to require the Access Seeker to remove any offending equipment or cables from the Passive Civil Infrastructure.

D.1.2 **Unsafe equipment:** The Access Provider reserves the right to suspend or terminate the Passive Civil Infrastructure Service or to require the Access Seeker to remove its equipment if in the view of the Access Provider the continued presence of the equipment is likely to cause damage to any person, equipment, or property. If the Access Seeker refuses or is unable to remove its equipment, the Access Provider may do so at the Access Seeker's expense.

D.1.3 **Onsite works:** The Access Seeker shall obtain the consent of the Access Provider before carrying out any physical works on Passive Civil Infrastructure Sites. No flammable or Hazardous Materials shall be used by the Access Seeker, nor brought on to the site, whether on a permanent or temporary basis, during and after the installation period without the Access Provider's consent.

D.1.4. Where, during the course of installation, operation, maintenance, replacement or repair of its equipment, the Access Seeker causes any damage to the property of the Access Provider, other Access Seekers or Occupants, the Access Seeker must report the damage immediately to the Access Provider. The Access Provider, other Access Seekers or Occupants may rectify the damage in the most appropriate way and the reasonably incurred costs of the Access Provider, other Access Seekers or Occupants resulting from the damage, including for the repair thereof, shall be borne by the Access Seeker.

D.1.5 If the Access Provider causes damage to the Access Seeker's equipment, cables or property, it must report the damage immediately to the Access Seeker. The Access Seeker may rectify any damage in the most appropriate way and the reasonably incurred costs of the Access Seeker resulting from the damage, including for the repair thereof, shall be borne by the Access Provider.

D.1.6 The Access Seeker must take reasonable steps to minimise the noise, disruption or disturbance to other Access Seekers or Occupants during any installation or maintenance activities.

D.1.7. **Accidents:** The Access Seeker shall report immediately any incident, injury, harm, fatal or otherwise that occurs at the Passive Civil Infrastructure Site to the Access Provider. For fatal or serious accidents, the accident site shall be left undisturbed so that the relevant authority can investigate the circumstances leading to the accident. The Access Seeker shall

report immediately to the relevant authorities any fatal accident having occurred at the Passive Civil Infrastructure Site.

D.1.8 The employees and contractors of the Access Seeker, while on the Passive Civil Infrastructure Site, will comply with any reasonable instructions of the Access Provider's employees given in order to ensure the safety of employees, contractors, visitors, equipment or property associated with the Access Provider.

D.2 Maintenance

D.2.1 The Access Provider shall be responsible for the maintenance of the Passive Civil Infrastructure and the Passive Civil Infrastructure Site, and the Access Seeker shall be responsible for the maintenance of its cable and equipment that uses Passive Civil Infrastructure Services.

D.2.2 Unless a Party reasonably expects its maintenance activities will affect the property of the other Party, any other Access Seekers or Occupants, each Party may carry out its maintenance activities without the need to inform the other Party, any other Access Seekers or Occupants, subject to the access arrangements set out in Schedule 1 to this Annex.

D.2.3 If a Party expects that the maintenance activities of the other Party will affect its property, it may request the other Party to inform it in advance of its maintenance programme, and it shall have the right, at its own expense, to attend such maintenance activities.

D.2.4 If the Access Provider reasonably considers that the maintenance activities of the Access Seeker may affect or interfere with the cable, equipment or property of other Access Seekers or Occupants, it may inform the other Access Seekers or Occupants of the Access Seeker's maintenance activities and may require the Access Seeker to amend them in order safeguard the interests of the other Access Seekers or Occupants.

D.2.5 If the Access Seeker reasonably considers that the maintenance activities of other Access Seekers or Occupants may affect or interfere with its cable, equipment or property, it may request the Access Provider to require the other Access Seekers or Occupants to amend them, and to organise such meetings or liaison arrangements as the Access Provider considers necessary.

D.3 Staff access to Passive Civil Infrastructure Sites

D.3.1 The Parties recognise that on Passive Civil Infrastructure Sites, it will be necessary for staff of the Access Seeker to visit its equipment and facilities from time to time for maintenance, inspection, testing or other purposes. The procedures for the authentication of visiting staff from the Access Seeker, its agents and contractors and for providing access to Passive Civil Infrastructure Sites will be as set out in Schedule 1 to this Annex D, unless otherwise agreed between the Parties.

D.3.2 Each Party must take reasonable measures to ensure its staff, employees, contractors and agents do not cause physical harm or injury to the other Party's personnel, equipment or buildings, property or facilities.

D.3.3 Neither Party must do anything by act or omission, or knowingly permit any third person to do anything which causes interference or materially damages, obstructs, interrupts or impedes the cable, equipment, buildings, property or facilities of the other Party, other Access Seekers or Occupants.

D.4 Alterations

D.4.1 **Alterations by Access Provider:** The Access Provider may need to make Alterations to its property that affect the Access Seeker. These include:

- updating, expanding, reducing or modifying the building or property
- adding, closing, replacing or relocating some or all of the equipment on the Passive Civil Infrastructure Site
- decommissioning, removing or closing the Passive Civil Infrastructure Site
- changing access arrangements, adding new cable, equipment or buildings to accommodate the Access Provider’s own requirements or those of additional Access Seekers or Occupants.

D.4.2 Except in a case of emergency, the Access Provider shall provide notice to the Access Seeker of each Alteration that will impact on the Access Seeker’s equipment according to the minimum periods set out in Table D.1 below, and shall inform the Access Seeker of the commencement date and duration of the works. The Access Seeker shall inform the Access Provider if it considers that it will incur costs as a result of the Alteration before the expiry of the notice period, with a reasonable estimate of these costs (which shall exclude any consequential costs or costs due to a loss of business). The Access Provider shall bear the costs of these Alterations, unless otherwise agreed between the Parties.

Table D.1: Minimum notice periods for Alterations

Impact of Alteration	Minimum notice period (weeks)
Will not affect operation of equipment	2
May affect operation of equipment	4
Will require removal or relocation of equipment	13

D.4.3 The Access Provider shall ensure that ensure that following any Alterations carried out by the Access Provider, the Passive Civil Infrastructure complies with the Authority’s requirements, subject to feasibility and a long term commitment to take up Passive Civil Infrastructure Services from Access Seekers.

D4.4 **Alterations by Access Seeker:** If the Access Seeker wishes to undertake an Alteration to its cable or equipment, it shall submit its plans to the Access Provider, and indicate the changes it wants to make to the relevant Provisioning Order placed under Annex B – Ordering and Installation, along with its timetable. This notice should be submitted at least twenty (20) Days before the Access Seeker wishes to undertake the works (unless otherwise agreed between the Parties). The Access Seeker may not proceed with the Alterations until it has received written approval from the Access Provider, which shall not be unreasonably withheld. If the Access Provider objects to the proposed Alteration, it shall inform the Access Seeker, and the Parties shall meet promptly in order to resolve the matter. If the Access Seeker has not received an approval or a rejection of its notice within ten (10)

Days of the date of sending the notice from the Access Seeker, it may deem approval of the notice by the Access Provider.

D.4.5 If the Access Seeker wishes to add equipment, cable or facilities to the Passive Civil Infrastructure Sharing site, it should not follow the procedure set out above, but submit a new Access Request as set out in Annex B – Ordering and Installation.

D.4.6 The Access Provider shall inform the Access Seeker if it considers that it will incur costs as a result of the Alteration, with a reasonable estimate of these costs (which shall exclude any consequential costs or costs due to a loss of business). The Access Seeker shall bear the costs of these Alterations, unless otherwise agreed between the Parties..

D.4.7 If the Access Seeker decides to remove its some or all of its equipment, cables or facilities from the Passive Civil Infrastructure Site as a result of an Alteration, it shall bear the cost of removal, and the Access Provider shall not be responsible for finding an alternative site or Passive Civil Infrastructure Site.

D.4.8 **Alterations required by third parties:** If the landowner, government department, municipal authority or other appropriate body requires the removal or relocation of the Access Seeker's cable or equipment at a Passive Civil Infrastructure Site, the Access Provider shall inform the Access Seeker and endeavour to give the Access Seeker notice as set out in Table D.1 above. The Parties shall meet and agree a work programme and the allocation of costs.

D.5 Site Decommissioning

D.5.1 If the Access Provider decides to decommission a Passive Civil Infrastructure Site, it shall give the Access Seeker at least thirteen (13) weeks notice and indicate the date on which the Passive Civil Infrastructure Site will be decommissioned.

D.5.2 If the Access Seeker is unable or unwilling to comply with Clause D.5.1 above by the date of decommissioning, the Access Provider may carry out the necessary works and recover its costs from the Access Seeker.

D.6 Removal of equipment on termination

D.6.1 If, pursuant to Clause 3.2 and Clause 3.4., Clause D.4.7 or Clause D.5, the provision of a Passive Civil Infrastructure Service or a Passive Civil Infrastructure Site is terminated, the Access Seeker shall remove its equipment, cables, buildings, facilities and other structures promptly. The Access Seeker shall also be responsible for the removal of debris, rubbish and other artefacts on the Passive Civil Infrastructure Site due to its presence and activities on the site. The Access Seeker shall bear the cost of removal, and the Access Provider shall not be responsible for finding an alternative Passive Civil Infrastructure Site.

D.6.2 If any modifications or changes have been made to the Passive Civil Infrastructure Site in order to accommodate the Access Seeker's equipment, cables or facilities or to provide access for the Access Seeker's staff, the Access Seeker, at the discretion of the Access Provider, will be required to reinstate the Passive Civil Infrastructure Site to its previous condition, as defined by the Access Provider acting reasonably. If the Access Provider decides that the reinstatement should not take place, the modifications or changes

will become the property of the Access Provider, and the Access Seeker shall have no further rights over them.

D.6.3 The Access Seeker shall agree the method of working, the staff or contractors to be used, and the timetable for removal and reinstatement with the Access Provider before the works commence.

D.6.4 If the Access Seeker is unable or unwilling to remove its equipment and other effects or undertake reinstatement works in accordance with Clause D.6.1 and Clause D.6.2 above in a reasonable timescale, the Access Provider may remove the equipment and other effects, retain them or dispose of them, and charge the cost to the Access Seeker. The Access Seeker agrees to pay these costs.

Schedule 1 to Annex D: Access to Passive Civil Infrastructure Sites

D-1.1 Right of access

D-1.1.1 An Access Seeker shall be entitled to have access to a Passive Civil Infrastructure Site operated by the Access Provider during normal working hours for any of the following purposes:

- to inspect a site to determine its suitability for a Passive Civil Infrastructure Service;
- to install, test or commission the Access Seeker's cable or equipment at the site
- to make modifications or Alterations to the Access Seeker's cable or equipment at the site
- to maintain or operate the Access Seeker's cable or equipment at the site.

D-1.2 Access process

D-1.2.1 The Access Provider will facilitate site access required by the Access Seeker, including maintaining a list of nominated contact staff, their contact details and information about access arrangements to enable the Access Seeker to arrange access visits. This information will be available to the Access Seeker electronically, and the Access Provider will send the Access Seeker of any revisions at least 24 hours before the revision takes effect.

D-1.2.2 The Access Seeker shall provide the Access Provider with a list of its personnel, agents and contractors authorised to enter a Passive Civil Infrastructure Site, together with samples of the identifying credentials to be carried by such persons. This list will be available to the Access Provider electronically, and the Access Seeker will inform the Access Provider of any revisions at least 24 hours before the revision takes effect. The Access Provider will only permit entry to the Passive Civil Infrastructure Sites by persons named on the list and bearing such identifying credentials, and only for the purposes of accessing the cable, equipment or property of the Access Seeker.

D-1.2.3 While in the Passive Civil Infrastructure Site, the Access Seeker's personnel and contractors must comply at all times with the Access Provider's reasonable security and safety procedures and requirements, including sign-in, identification, and escort requirements, where applicable.

D-1.2.5 The Access Provider, at its discretion, may supervise the staff or contractors of the Access Seeker during the period of the access to Passive Civil Infrastructure Site with staff or contractors with qualifications appropriate to the purpose of the visit and the nature of the sharing at the site. However the Access Provider may only charge for the costs of this supervision where the Access Seeker's activities affect the Passive Civil Infrastructure.

D-1.2.6 The Access Provider and the Access Seeker shall agree procedures that permit the Access Seeker to have access to its cable and equipment in the case of emergency or for visits outside normal working hours.

D-1.2.7 The Access Provider may charge the Access Seeker for the cost of the supervision associated with the access visit in accordance with the rates set out in Annex F –

Prices. The charges may include the time necessary for any recall to duty and travel to supervise the access visit.

D-1.3 Refusal of access

D-1.3.1 If an employee, agent or contractor of the Access Seeker contravenes any of the provisions of Clauses D.1, D.2 or D.3 above or of this Schedule D-1, the Access Provider may permanently or temporarily refuse the employee or contractor access to a Passive Civil Infrastructure Sites. The Access Provider will inform the Access Seeker of its decision and the cause, and the Access Seeker must forthwith remove the employee or contractor from the list of nominated contacts described in Clause D-1.2.2 above and prevent them from accessing any Passive Civil Infrastructure Sites until otherwise notified by the Access Provider.

D.1.3.2 The Access Provider may refuse entry to, or require the immediate departure of, any person who is disorderly, intoxicated or who appears to be under the influence of any narcotic substance or who has failed to comply with the Access Provider's procedures and requirements after being notified of them.

Annex E – Billing

E.1 Invoicing process

E.1.1. The Access Provider will invoice the Access Seeker the recurrent charges for Passive Civil Infrastructure Sharing Services in advance for each billing period. For all Passive Civil Infrastructure Services, the billing period will be monthly, with invoices issued at the start of each month, unless agreed otherwise between the Parties. Services that start part way through a calendar month will be billed on a pro-rata basis for the initial, partial month that they are in service. Services that are terminated part way through a calendar month will similarly be billed on a pro-rata basis for the final, partial month of service.

E.1.2. The Access Provider shall issue to the Access Seeker at the start of each billing period an invoice in writing or in such electronic form as may be agreed from time to time or, if agreed between the Parties, by facsimile transmission on the date of issue of the invoice followed by a paper copy via post.

E.1.3 The Access Provider will invoice the Access Seeker for any non-recurring charges incurred by the Access Seeker in connection with the Passive Civil Infrastructure Sharing Services after the charge has been incurred.

E.2 Payment process

E.2.1. The Access Seeker shall pay the amount of the invoice no later than twenty (20) Days from the date of receipt of the relevant invoice (the due date). For the avoidance of doubt, the Access Seeker shall pay this amount to the Access Provider regardless of whether the Access Seeker has received payment from its own Customers.

E.2.2. In addition to exercising any rights the Access Provider has at law or under the agreement, where an undisputed amount is outstanding and remains unpaid for more than twenty (20) Days after it is due for payment, the Access Provider reserves the right to take action, upon notice to the Access Seeker, to recover any such amount as a debt due to the Access Provider. The Access Provider will notify the Access Seeker of its intent to take action at least five (5) Days before doing so.

E.2.3. Payments are deemed to be received on the date the payment is received by the Access Provider, unless the payment is subsequently dishonoured, in which case, payment is deemed not to have been received until cleared funds are received by the Access Provider, together with all dishonoured fees and charges.

E.2.4. If the Access Seeker does not pay a sum payable by the due date, the Access Provider may charge interest at a rate equal to the sum of the Central Bank of Qatar base interest rate for the time being in force plus 2% per annum on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by the Access Seeker (both before and after judgement) in accordance with this clause. The Access Seeker agrees to pay the penalty on demand.

E.3 Billing representatives

E.3.1. Enquiries relating to billing, collection and settlement arrangements must be directed to the nominated billing representative of the other Party as identified in Schedule 1 – Contact Details. Billing Dispute notices must be sent to these representatives.

E.3.2. Either Party may at any time nominate another billing representative, provided that ten (10) Working Days' prior notification of such appointment is given.

E.4 Billing Disputes

E.4.1. Where the Access Seeker disputes the invoice of the Access Provider, the Access Seeker shall send a written Notice of Dispute within ten (10) Days of the date of receipt of the disputed invoice to the Access Provider's Billing Representative. Failure to submit a Notice of Dispute within the ten (10) Day period shall be deemed to be indisputable confirmation of the correctness of the invoice.

E.4.2. The Notice of Dispute must:

- clearly identify which aspects of the invoice being disputed;
- state the specific reason(s) for the Dispute
- provide any evidence available to support the Dispute.

E.4.3. The Parties shall endeavour to settle amicably any such billing Dispute and shall use reasonable efforts to agree upon an escalation procedure. If the Parties fail to resolve the billing Dispute for any reason, a Party may initiate a Dispute in accordance with Clause 14 (Resolution of Disputes).

Annex F – Prices

F.1 In-building Facilities

Facility	Basis of charge	Charge (QAR)
Use of drop and lead in ducts, cable trays, risers, conduits, including access manholes, hand holes and equipment mountings as set out in Clause A.1	Per cm ² of duct cross sectional area per linear meter per month	

F.2 Towers

Facility	Basis of charge	Charge (QAR)
Use of towers for installation of antennae and cables, as set out in Clause A.2	Per attachment per month	

F.3 Space

Facility	Basis of charge	Charge (QAR)
Space within buildings or on roof tops provided for the Access Seeker's equipment, as set out in Clause A.3	Per square meter per month	
Space on land provided for the Access Seeker's equipment, as set out in Clause A.3	Per square meter per month	

F.4 Ancillary services

Facility	Basis of charge	Charge (QAR)
Air conditioning	Per month	
Back up generators	Per month	
Racking	Per sq meter per month	
Cupboards and cabinets	Per sq meter per month	

F.5 Electric Power

Facility	Basis of charge	Charge (QAR)
Provision of electric power, as set out in Clause A.5	Per unit price charged by Electricity Company	
Billing charge	Per month	

Access Request

Facility	Basis of charge	Charge (QAR)
Processing of Access Request, site surveys, provisioning, installation and information systems, as set out in Annex B – Ordering and Provisioning	Per Access Request	

Annex G – Service Levels

G.1 This Annex sets out the service levels to which the Access Provider must adhere, and the Service Credits it will pay if it fails to meet these requirements.

G.2 The Access Seeker may claim Service Credits as set out in the "Service Credit" column of Table G.1 for any failure by the Access Provider to meet the standards set out in this table.

G.3 The payment of Service Credits in accordance with the provisions of this Annex G is the sole financial remedy available to the Access Seeker as compensation for any failure by the Access Provider to meet the Service Levels except if the Access Provider's failure to perform its obligations in accordance with the Service Levels is a result of fraud, gross negligence or wilful misconduct. This does not exclude additional remedies that may be awarded or agreed following the referral of a Dispute to the Authority in accordance with the Dispute Resolution Rules.

G.4 Performance against the Service Levels shown in the table below shall be calculated for each individual request or order by the Responsible Party, and paid by the Responsible Party without the need for a claim from the other Party. Unless otherwise agreed between the Parties, Service Credits shall be paid monthly in arrears by the Responsible Party, or be shown as a specific credit against the next monthly invoice due to be paid by the Access Seeker if the Responsible Party is the Access Provider.

G.5 The period of time set out in Table G.1 shall exclude any delays due to the Access Seeker for any reason, due to the Access Seeker having to provide additional information and any delays due to Force Majeure as set out in Clause 13 (Force Majeure). The Parties may vary the timescales set out in Table G.1 by mutual agreement in writing.

Table G.1: Service levels and Service Credits

SLA	Process	Reference (Clause)	Responsible Party	Commencement	Completion	Process target (Days)	Failure level (Days)	Service Credit (QAR)
1	Access Request	B.2.1 - B.3.4	Access Provider	Receipt of Access Request	Signature of site survey by both Parties	23	24 - 30	25% of Access Request fee
							31 - 35	50% of Access Request fee
							Over 35	100% of Access Request fee
2	Offer of alternative capacity	B.2.1 - B.2.3	Access Provider	Receipt of Access Request	Receipt of alternative offer by Access Seeker	25	26 -30	1000
							31 - 35	2000
							Over 35	5000
3	Provisioning process	B.4.1 - B.4.8	Access Provider	Receipt of Provisioning Order	Receipt of Implementation Completion Notice by Access Provider	40	41 - 45	25% of monthly fee
							46 – 50	50% of monthly fee
							Over 50	100% of monthly fee
4	Notice period for Alterations requiring removal or relocation of equipment	D.4.2, D.4.7	Access Provider	Date of notice from Access Provider	Date of Alterations work	65	55 - 64	5000
							45 - 54	6000
							Less than 45	7000

Annex H - Definitions

Access Agreement means an agreement entered into between the Access Provider and Access Seeker for the provision of access to Passive Civil Infrastructure in accordance with the terms contained in the Agreement which shall be registered with the Authority.

Access Provider means public or private entities who own and/or directly control access to Passive Civil Infrastructure.

Access Seeker means a Service Provider who has submitted an Access Request to an Access Provider for access to Passive Civil Infrastructure that it either owns or controls

Access Request means a request for access made by an Access Seeker, based on an Access Agreement, for access to Passive Civil Infrastructure, as set out in Clause B.2

Authority means the Communications Regulatory Authority established under Emiri Decision no 42 of 2014

Breach Notice means a notice sent by one Party to the other Party specifying a breach of the terms of this Access Agreement by the other Party, a period of time for its remedy and the consequences of a failure to remedy the breach, as set out in Clause 12.1

Commencement Date means the date on which this Access Agreement comes into force, as identified in the preamble to main terms of this Agreement

Confidential Information means all information relating to the Disclosing Party and its affiliates and their respective businesses and affairs, including information which relates to a Party or its affiliates' current or future services, business undertakings or opportunities, trade secrets, techniques, data, specifications, methods, techniques, processes, concepts, know how, studies, reports, forecasts, technology, software, programs, customer names or other technical or business material furnished by or on behalf of the Disclosing Party to the Receiving Party or any of its representatives, regardless of the manner in which it is furnished, whether or not it was:

- disclosed before or after the Commencement Date
- generated or made known to a Party in connection with this Access Agreement
- designated as confidential; or
- in material form.

Customer means a party which has subscribed to a Service Provider for the provision of a Public Telecommunications Service, but which is not, for the purposes of this Standard Access Offer, a Service Provider

Day means a day other than Friday and Saturday or a day which is lawfully observed as a national public holiday in the State of Qatar

Disclosing Party means the Party that discloses Confidential Information under Clause 7 or information under Clause 6

Dispute means any unresolved matter in contention between the Access Provider and the Access Seeker where one or both parties is aggrieved by the decision or conduct of the other

Duct means a physical tube designed to carry subducts and/or telecommunications cables

Electric Power means the services described in Clauses A.5 and A.6

Electricity Company means the company that supplies electric power to the building or development owned or managed by the Access Provider

Force majeure has the meaning ascribed to it in Clause 13.1

Force Majeure Notice has the meaning ascribed to it in Clause 13.2

Hazardous Materials means any substance which is harmful to persons, property or the environment and includes any contaminant, pollutant, dangerous substances, noxious substance hazardous waste, special waste, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's and any other substance or materials declared or defined to be hazardous or toxic contaminants, in or pursuant to any applicable statute or by-law

Implementation Acknowledgement means a notice sent by the Access Provider to the Access Seeker to inform it that it has approved the installation works carried out by the Access Seeker of its cable and equipment in or on the Passive Civil Infrastructure in accordance with Clause B.4.9

Implementation Completion Notice means a notice sent by the Access Seeker to the Access Provider to inform it that it has completed the installation of its cable and equipment in or on the Passive Civil Infrastructure in accordance with Clause B.4.9

In-building Facilities means a group of facilities within a building or development that enable a telecommunications cable to be routed from the Service Provider's network to a Customer's network termination point, including (but not limited to) drop and lead in ducts, conduits, manholes, hand holes, cable trays, equipment mountings and riser shafts.

Notice of Dispute means a notice issued under Clause E.5.1

Notifying Party means the Party sending the other party a Breach Notice under Clause 12.1

Occupant means the owners, leaseholders and users of premises within the building or development owned or managed by the Access Provider, not being an Access Seeker

Passive Civil Infrastructure means physical facilities or supporting facilities that may be required to establish a Public Telecommunications Network but which do not include electronic transmission equipment or telecommunications cables. The term includes the facilities that are used for the services listed in Annex A, as amended from time to time.

Passive Civil Infrastructure Services means the services utilise Passive Civil Infrastructure, as listed in Annex A

Passive Civil Infrastructure Sites means a building, site or development where Passive Civil Infrastructure is located

Public Telecommunications Network has the meaning provided in the Law

Public Telecommunications Service has the meaning provided in the Law

Ready for Service date means the date when the Passive Civil Infrastructure Service is ready for occupation by the Access Seeker, as notified under Clause B.5.2

Receiving Party means the Party that receives Confidential Information under Clause 7 or information under Clause 6

Regulation means the Passive Civil Infrastructure Access Regulation published by the Authority on 29 June 2015, as amended from time to time

Regulatory Framework means the Telecommunications Law (Decree no 34 of 2006) and any decisions based on that law, including the Executive By-Law for the Telecommunications Law (Decree no 1 of 2009), and individual licenses.

Responsible Party means the Party responsible for achieving the Quality of Service standards as set out in Table G.1, Annex G – Service Levels

Review Notice a notice served under Clause 11 by one Party to the other requesting a review of this Access Agreement

Service Credit means an amount calculated in accordance with Annex G – Service Levels in respect of a failure by the Access Provider to comply with one or more of the service levels.

Service Provider has the meaning provided in the Law

Space means a defined floorspace in rooms, buildings or on land that are owned or leased by the Access Provider

Standard Access Offer means a set of binding minimum terms and conditions to be included in an Access Agreement between an Access Provider and an Access Seeker.

Tower means a structure designed for supporting antennae and other radio transmission equipment located on the Tower.

Schedule 1 - Contact details for Passive Civil Infrastructure Services

Access Provider

For enquiries, Access Requests and Provisioning Orders:

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

For access to Passive Civil Infrastructure Sites:

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

For billing:

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

Billing representative pursuant to Clause E.4

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

For Notices pursuant to Clause 18

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

Access Seeker

For enquiries, Access Requests and Provisioning Orders:

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

For billing

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

Billing representative pursuant to Clause E.4

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)

For Notices pursuant to Clause 18

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc)