



LICENSE

For the Provision of

Very Small Aperture Terminal ("VSAT") Networks and Services

Issued by:

**THE SUPREME COUNCIL OF INFORMATION AND COMMUNICATION TECHNOLOGY –
"ictQATAR"**

Issued to:

QSAT COMMUNICATIONS W.L.L

22 December 2010

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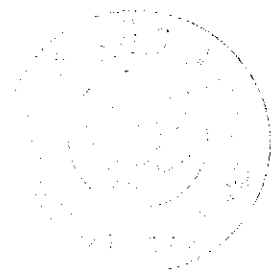
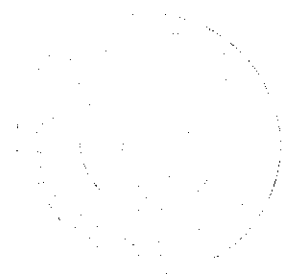


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LICENSE OF QSAT COMMUNICATIONS W.L.L

TO PROVIDE VERY SMALL APERTURE TERMINAL ("VSAT") NETWORKS AND SERVICES

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

QSAT COMMUNICATIONS W.L.L

Commercial Reg. No.: 20030/2

Address: Al Rehab Complex, Office 2, C Ring Road, PO Box 22424, Doha Qatar

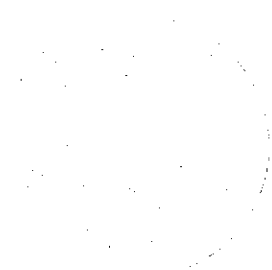
(the "**Licensee**") this individual license (the "**License**") to provide the Authorized Very Small Aperture Terminal ("**VSAT**") Networks and Services subject to the terms and conditions set forth in this License.

WHEREAS, Decree Law No. (34) of 2006 on the promulgation of the telecommunications law (the "**Telecommunications Law**") was decreed by the Emir of the State of Qatar, His Highness Sheikh Hamad Bin Khalifa Al-Thani, to liberalize and open to competition the telecommunications sector in the State of Qatar;

WHEREAS, the Supreme Council is the authority responsible for regulating the telecommunications sector and licensing service providers who own, establish or operate telecommunications networks or provide telecommunications services in the State of Qatar;

WHEREAS, the Supreme Council has statutory objectives to promote the telecommunications sector, enhance its performance and establish a licensing regime for service providers;

WHEREAS, in accordance with Chapter Three of the Telecommunications Law, the Supreme Council has granted this License to the Licensee to provide VSAT Networks and Services with the objective of establishing a fair and effective regime that meets the requirements of the Telecommunications Law and promotes the development of a competitive telecommunications sector.



PART I: BASIC PROVISIONS

1 Structure of License

This License consists of two parts:

Part I contains the basic provisions of the License.

Part II consists of Annexures A – G, which form an integral part of this License and provide additional details with respect to the rights, obligations and authorized activities of the Licensee.

2 Definitions

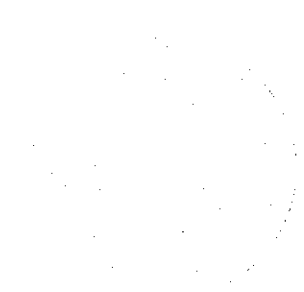
The words and expressions used in this License, unless defined otherwise in this License, shall have the meanings set forth in the Telecommunications Law, regulations issued pursuant to the Telecommunications Law, the Executive Telecommunications By-law and this License, including the definitions set forth in Annexure A.

3 Legal Nature of the License

This License is a unilateral administrative grant by the State of Qatar acting in the public interest through the Supreme Council, and is issued pursuant to a decision of the Supreme Council authorizing the Licensee to provide the specified telecommunications networks and services pursuant to and in accordance with the terms and conditions of this License and its Annexures, relevant legislation and international treaties, and any regulations, decisions, orders, rules, instructions or notices issued by the Supreme Council before or after the Effective Date (hereinafter, collectively referred to as the "**Applicable Regulatory Framework**").

4 Compliance Obligation of the Licensee

The Licensee shall comply (and shall cause its officers, subcontractors and agents to comply) with the terms and conditions of this License (including its Annexures) and with all other aspects of the Applicable Regulatory Framework, including any amendments thereto that may be adopted from time to time.



5 Activities, Facilities and Services Covered by the License

The Licensee is hereby authorized to establish, install, operate and provide to "Closed User Groups" on a non-exclusive basis the Authorized VSAT Services by means of the Authorized VSAT Network in accordance with the requirements of Annexure B of this License, and otherwise subject to the conditions and requirements of the Applicable Regulatory Framework. The Licensee is further authorized to provide such other necessary and associated services and activities as are necessary for the establishment, installation, operation and provision of such telecommunications networks and services.

6 Geographic Scope of License

The Licensee is authorized to provide the Authorized VSAT Networks and Authorized VSAT Services to Closed User Groups within the State of Qatar and between the State of Qatar and other countries (within the same Closed User Group) subject to the Applicable Regulatory Framework and the legal and regulatory requirements of those countries.

7 License Term

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

8 Non-Discriminatory License Provisions

The basic terms and conditions of this License shall not differ in any material respect from the licenses granted by the Supreme Council to other Persons for the provision of the same or similar networks and services, unless differential treatment is necessary to address circumstances that are particular to an individual service provider or to promote fair and effective competition, or is otherwise permitted or required by the Applicable Regulatory Framework.

9 Obligations of the Licensee to Customers

The Licensee shall provide services to its Customers in accordance with terms and conditions that comply with the Applicable Regulatory Framework, including, among other things, obligations to customers and quality of service set forth in Annexure C of this License.

10 Coverage Obligations

The Licensee shall provide the Authorized VSAT Network and the Authorized VSAT Services to any Closed User Group located in the State of Qatar that requests such services, providing such requests are financially and technically feasible.

11 Payment of Fees and Contributions

The Licensee shall pay all fees and contributions set out in Annexure D on or before the date they are due. The Supreme Council shall determine the method and timing of payments of fees and contributions and shall notify the Licensee thereof in writing. The payment rules and procedures determined by the Supreme Council shall become binding upon and enforceable against the Licensee immediately upon their receipt by the Licensee.

12 Other Compliance Obligations of the Licensee

- 12.1 In conducting its business, the Licensee shall comply with the Applicable Regulatory Framework. This shall include, without limitation, all decisions and regulations issued by the Supreme Council including but not limited to those governing:
- (a) complaints and dispute resolution;
 - (b) consumer protection;
 - (c) radio spectrum;
 - (d) pricing and tariffs;
 - (e) competition;
 - (f) equipment types, standards and approval; and
 - (g) licensing and rule making procedures.
- 12.2 The Licensee shall take all reasonable and practicable steps and measures necessary to ensure its business practices and processes, organizational structure, network configuration or other aspects of its business facilitate compliance with the decisions, orders, rules, instructions or timeframes issued by the Supreme Council in accordance with the Applicable Regulatory Framework.
- 12.3 The Licensee shall not engage in any anticompetitive practices that prevent, hinder or substantially lessen competition, as stipulated in the Applicable Regulatory Framework, including the provisions of Annexure E of this License. The Licensee shall comply fully, promptly and in good faith with any remedial

decisions, orders, rules or instructions that may be issued by the Supreme Council after evaluating the evidence and providing the Licensee an opportunity to be heard in respect of allegations of anticompetitive practices.

12.4 The Licensee may not pass on to its Customers any of the costs associated directly or indirectly with any fines, penalties and/or sanctions imposed in accordance with the Applicable Regulatory Framework.

13 Obligation to Provide Information to ictQATAR

The Licensee shall provide ictQATAR, at its request and within the specified time period, copies of records, documents, accounts, estimates, returns, statements, customer contracts, tariffs and all other data relating to the Licensee's business for the purpose of enabling ictQATAR to:

- (a) exercise the responsibilities assigned to it by or under the Telecommunications Law;
- (b) verifying that the Licensee is complying with the conditions of its License;
- (c) monitor market development; and
- (d) keep statistical records.

14 Breach of License

The Licensee shall be liable for all breaches of this License whether caused or carried out by itself or its servants or agents or by a Person acting on its behalf. Failure to comply with any of the terms of this License, including any of the terms of or requirements in the Annexures, or with any other terms or provisions of the Applicable Regulatory Framework, shall be a breach of this License. Following consultation with the Licensee and, where appropriate, other licensees or the general public, the Supreme Council shall determine whether a breach of the License has occurred.

15 Enforcement Powers of the Supreme Council

The Supreme Council shall have the enforcement powers vested in it by the Applicable Regulatory Framework. Except in situations involving imminent and irreparable harm to Persons or property, as determined by the Supreme Council, the Licensee will be given written notice of the basis for any proposed enforcement action taken against it, an opportunity to respond to the notice, and a reasonable period of time in which to comply with any final enforcement decision issued by the Supreme Council, prior to the imposition of any penalties or sanctions. The time

periods for responding to an enforcement decision and compliance with the same shall be prescribed by the Supreme Council with due regard to the relevant circumstances, in the absence of specific procedures established by the Applicable Regulatory Framework.

16 Penalties and Sanctions

- 16.1 If the Licensee fails to comply with an enforcement order of the Supreme Council, the Licensee shall be subject to the penalties and sanctions permissible under the Applicable Regulatory Framework.
- 16.2 If the Supreme Council determines in its sole discretion that (i) the Licensee is contravening or has contravened a material provision of this License or the Applicable Regulatory Framework, and (ii) there is a reasonable likelihood that the Licensee will engage in repeated violations of the same, irrespective of the imposition of penalties or sanctions; and (iii) the cumulative effect of these violations will be to impede the introduction, development or maintenance of effective competition in the telecommunications sector, the Supreme Council may, after consultation with the Licensee and other interested parties and full consideration of all of the relevant evidence, amend the License to require the structural, operational or organizational Separation of the Licensee's business activities.

17 Reference for Criminal Proceedings

Following investigation, conduct by the Licensee may be referred to the relevant authority for further investigation and/or criminal proceedings for any violation of the Applicable Regulatory Framework which involves any of the offences set forth in Articles (64)–(71) of the Telecommunications Law.

18 Treatment of Customer Communications and Data

- 18.1 The Licensee shall not collect, use, process, maintain, store or disclose (hereinafter, collectively, "use") Customer information except as permitted or required by the relevant provisions of applicable laws and regulations or with the informed consent of the Customer. The Licensee is permitted to use Customer information for all legitimate business purposes identified in the terms of service or in accordance with any Customer notice and consent and any applicable laws and regulations. If Customer consent is required, the

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

- 18.2 The Licensee shall take all reasonable steps to ensure the non-disclosure and confidentiality of Customer communications at all times and shall establish reasonable technical and organizational measures to prevent the unauthorized or illegal disclosure of Customer communications and data. This obligation, however, shall be subject to the requirements of any regulations that may be adopted by the Supreme Council with respect to Customers wishing to take-up services from a competing duly licensed service provider. The Licensee shall not intercept, monitor, record or alter the content of a Customer's communications except with the Customer's specific prior consent or as expressly permitted or required by this License, applicable laws or regulations.
- 18.3 Nothing in this Clause 18 shall be construed as preventing or impeding the Licensee's access to or transfer of stored or processed data that is associated with and necessary for the efficient set-up, transmission or billing of the licensed telecommunications services.
- 18.4 The Licensee may not utilize or manipulate information about Customers that is obtained in the course of providing services pursuant to this License in a way that would have the effect of preventing or hindering competition in the provision of such services or any other services that it offers.

19 Lawful Interception and Security and Network Blocking

- 19.1 The Licensee shall make available to duly authorized law enforcement agencies of the State of Qatar upon request all stored information that is held by the Licensee and shall otherwise cooperate with such authorities in accordance with procedures established by applicable laws and regulations.
- 19.2 The Licensee shall comply with the requirements of the authorized agencies of the State of Qatar relating to national security and with the directions of governmental bodies in cases of public emergencies, and it shall implement any orders and instructions of the Supreme Council with respect to service issues related to same.
- 19.3 In exercising its responsibilities under this Clause 19, the Licensee shall be guided by the principle that end users should not be impeded by their service

provider from accessing and distributing lawful content or running any lawful application or services, except in cases where the Licensee is required to intercept, block or otherwise impede such transmissions by a duly authorized agency of the State of Qatar or is otherwise authorized to do so in accordance with the laws of the State of Qatar.

20 Access to Premises and Information

- 20.1 The Licensee shall cooperate fully in allowing employees of the Supreme Council vested with the power of judicial seizure to enter the Licensee's premises on demand, obtain access to the Licensee's records and documents, and inspect equipment and telecommunications systems or any other related items.
- 20.2 The Licensee shall provide true and complete responses on a timely basis to all information requests issued by the Supreme Council and shall comply in good faith with any reporting requirements issued by the Supreme Council in accordance with procedures established by the Applicable Regulatory Framework.

21 Renewal of the License

- 21.1 The Licensee may apply for renewal of the License no earlier than thirty-six (36) months and no later than twelve (12) months prior to the date of expiry of the License. Subject to consultation with the Licensee and other interested parties, the Supreme Council shall determine in its sole discretion whether to approve the application and grant a renewal under the same or revised terms and conditions.
- 21.2 The License may be renewed for a period specified by the Supreme Council, which shall not be less than five (5) years, if the Supreme Council determines that the Licensee has complied in all material respects with the terms of this License and the Applicable Regulatory Framework.
- 21.3 The License may be amended upon renewal if the Supreme Council determines that modification of the License terms is necessary to address substantial changes in circumstances, including but not limited to technology advancements and market developments, or in accordance with any provisions of the Applicable Regulatory Framework relating to the amendment of licenses.

- 21.4 The Supreme Council shall notify the Licensee of its intent to either renew or decline to renew this License within six (6) months of receiving an application for renewal.

22 Amendment, Suspension and Revocation of License

The Supreme Council may amend, suspend or revoke this License, in whole or in part, pursuant to the procedures, terms and conditions set out in the Applicable Regulatory Framework. This License may be revised by the Supreme Council from time to time as necessary to bring its terms into conformity with the Applicable Regulatory Framework.

Suspension and Revocation of this License may also occur if the Licensee does not commence the services within a time deemed reasonable as specified by the Supreme Council. Such a suspension or revocation decision shall be issued by the Supreme Council following a written request by the Supreme Council requiring an explanation regarding the delay and if the Supreme Council deems the explanation unsatisfactory or in the event that the explanation was not provided by the Licensee to the Supreme Council within fifteen (15) days from the date of the Supreme Council's request.

23 Continuity of Service in the Event of Non-Renewal, Suspension or Revocation of License

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

24 Assignment of License

The Licensee may not assign this License, and the License will not be deemed to be assigned by contract, by operation of law or for any other reason, without the prior written approval of the Supreme Council in accordance with the provisions of the Applicable Regulatory Framework.

25 Transfer of Control

- 25.1 No Transfer of Control of the Licensee shall be effected by any transaction or series of transactions without the prior written approval of the Supreme

Council, in accordance with the provisions of the Applicable Regulatory Framework.

- 25.2 If the Licensee decides to undertake, or becomes aware of, any transaction or arrangement having as a consequence or intended consequence the effecting of a Transfer of Control, the Licensee shall deliver to the Supreme Council a written notification describing such transaction within a period of not less than sixty (60) days prior to the intended completion date of the transaction or as soon as the Licensee becomes aware of any third party transaction. The notification shall in reasonable detail and with sufficient clarity identify the parties to the transaction, including their respective Affiliates or any related Persons, and shall summarize the nature of the transaction, including the intended completion date. The Licensee shall provide such other information, and comply with any other procedural requirements, as may be specified in the Applicable Regulatory Framework.

26 Governing Law and Language of License

This License, which is rendered in the English language, shall be governed by and interpreted in accordance with the laws of the State of Qatar.

27 Representation before International and Governmental Organizations

Upon request of the Supreme Council, the Licensee shall provide technical assistance and support to the Supreme Council in connection with the latter's representation of the State of Qatar before, and participation in, regional and international governmental organizations and fora, including the International Telecommunication Union.

28 Publication

The Supreme Council may publish all or any details of this License on its official website or elsewhere, with the exception of those aspects that the Supreme Council in its sole discretion determines to be commercially sensitive or confidential, based upon a timely and justified request made by the Licensee.

29 Deadlines for License Requirements

References in this License, including its Annexures, to the number of "days" within which the Licensee must act shall mean calendar days unless otherwise specified in

the relevant provision of the License. The Supreme Council may, in its sole discretion, grant an extension of any deadlines set forth in this License, including its Annexures.

30 Notices

Notices in connection with this License must be in writing, and in the English language; and

- (a) for the Supreme Council, shall be marked for the attention of the Secretary – General, Fax No.: +974 4499 5515, at the offices of the Supreme Council, located at Level 19, Al-Nasr Tower, Post Office Roundabout, Corniche Road, Doha, Qatar;
- (b) for the Licensee, shall be marked for the attention of the CEO, Fax No. +974 4435 8877, at the offices of QSAT Communications WLL, Al Rehab Complex, Office 2, C Ring Road, PO Box 22424, Doha Qatar.

A notice in connection with this License shall be deemed to have been received at the time of receipt if sent by courier or hand-delivered or on the next business day following the date of transmission if sent by facsimile (such transmission to be evidenced by automatic answer-back).

Signed by:



Dr. Hessa Al Jaber
Secretary General

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

Dated: 22 December 2010

PART II: ANNEXURES

ANNEXURE A – DEFINITIONS

The words and expressions used in this License shall have the meaning assigned by the relevant provisions of the Applicable Regulatory Framework when used herein.

Words and expressions which are expressly defined for purposes of this License are set forth below or are identified in the boldface type where they are defined in the body of the License or its Annexures. Any terms that are not defined by this License or the Applicable Regulatory Framework shall be defined in accordance with the definitions applied by the International Telecommunication Union (ITU) or in the absence of same, international best practice.

The terms and expressions listed below shall be defined as follows unless the specific context requires otherwise, in line with the Applicable Regulatory Framework.

“Affiliate”: any legal Person that directly or indirectly, (i) controls, (ii) is controlled by, or (iii) is under common control with another Person. An unaffiliated Person is a Person that is not an Affiliate.

“Assignment”: any transfer of this License from the Licensee to another Person including without limitation, a change of control of the Licensee.

“Authorized VSAT Network”: the telecommunications network, equipment or facilities authorized by Annexure B, Section 1 of this License.

“Authorized VSAT Services”: the services authorized by Annexure B, Section 2 of this License.

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

“Closed User Group”: means legal persons or entities with common economic and non-economic links, that can be identified as being part of a corporate group that exists on the basis of an ongoing professional and business relationship between members of the group, or with another entity of the group, and whose internal communication needs result from the common interest underlying the relationship. Closed User Groups shall not include natural persons or private individuals.

“Customer”: any subscriber, user or consumer of telecommunications services, whether an individual, corporation, governmental body or any other public or private legal entity and regardless of whether the services are acquired for the customer's own use or for resale.

“Dominant Service Provider”: a service provider that has been designated by

ictQATAR to be a dominant service provider in one or more markets in accordance with the Telecommunications Law and the Executive Telecommunications By-law.

“Effective Date”: the date of the grant of this License.

“Licensee”: means in this license the service provider who holds this license for the provision of VSAT networks and services.

“Person”: a natural or juridical person of any type or form.

“Public Telecommunications Services”: telecommunications services that are authorized or required to be provided under a Public Telecommunications License.

“Public Telecommunications License”: a license granted by ictQATAR that is expressly identified as a License for the provision of Public Fixed and/or Mobile Telecommunications Networks and Services and that authorizes the provision of fixed or mobile services to the general public on a commercial basis.

“Revenue”: total income received by the Licensee in connection with goods and services provided under this License, including related investments or savings.

“Separation”: a regulatory remedy that may be ordered by the Supreme Council requiring a division of the business operations, assets and/or organizational structure of a service provider for the purpose of deterring, or facilitating the detection of, anticompetitive conduct, as follows: (1) division into two or more separate legal entities, including by means of partial or complete divestiture, (2) division into segregated organizations or functions, or (3) segregated accounts in accordance with rules prescribed by the Supreme Council.

“Service Level Agreement”: agreement between the Licensee and a Customer containing the terms and conditions for the provision of services to that Customer including those requirements required by this License and by the Applicable Regulatory Framework.

“Tariff”: any statement of prices, rates, charges or other compensation of any form (including related service descriptions or terms and conditions such as rebates, waivers or discounts) offered by a service provider regarding any of its services.

“Transfer of Control”: the transfer from one Person to another of the power to exercise decisive influence over, or to determine the actions of, another Person in any manner, whether directly through the ownership of shares, stocks or other securities or voting rights, or indirectly through an agreement or arrangement of any type. Any Person that has, directly or indirectly at its disposal, at least 5% of the voting rights in another Person shall be presumed to be in control of such other Person absent clear evidence to the contrary.

“VSAT”: means very small aperture terminal.

“VSAT Services”: the telecommunications services authorized under this License that are provided by way of a two-way satellite ground station and satellite network between points that are equipped with very small aperture terminal equipment.

ANNEXURE B – AUTHORIZED FACILITIES, NETWORKS, SERVICES AND ACTIVITIES

1. Authorized VSAT Networks and Facilities

- 1.1 Subject to the terms and conditions set out in the Applicable Regulatory Framework, the Licensee is hereby authorized to establish, install, own, import, operate and use Telecommunications network, Equipment and Facilities to provide VSAT services to Closed User Groups only by way of directly accessing satellite capacity ("**Authorized VSAT Network**").
- 1.2 Notwithstanding any other provision of this License to the contrary, the Licensee shall install and operate any of its Authorised VSAT Network, equipment and facilities in compliance with the terms and conditions of the Applicable Regulatory Framework.

2. Authorized VSAT Services

Subject to the terms and conditions set out in the Applicable Regulatory Framework, the Licensee is hereby authorized to carry out the following activities and to provide the following services to Closed User Groups only, provided that it does so utilizing its own Authorized VSAT Network, except as otherwise permitted by this License or the Applicable Regulatory Framework, and without any undue preference for or undue discrimination against particular Persons, groups or classes of Persons:

- (a) Telecommunications services including the wireless transmission, emission or reception of voice, data, Internet and video provided solely by two-way satellite ground station and satellite network to points that are equipped with very small aperture terminal (VSAT) equipment. This includes international connectivity for the purpose of serving Closed User Groups only.
- (b) Procurement, importation and provision of the necessary telecommunications equipment or facilities such as dish antennas and terminals for use by the Licensee and members of the Closed User Group, provided that such equipment has been approved and certified by the Supreme Council.

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

3. Limitations on the Provision of Services under this License

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

- (a) Public Telecommunications Services;
- (b) International connectivity for non-Closed User Groups or for any third party entity offering any form of Public Telecommunications Services. For the avoidance of any doubt, the Licensee is not authorized to establish or operate International Gateway Facilities for the public;
- (c) Interconnection with public telecommunications networks (fixed and/or mobile) at a wholesale level; and
- (d) Telecommunications networks and services other than Authorized VSAT Networks and Services.

ANNEXURE C – OBLIGATIONS TO CUSTOMERS AND QUALITY OF SERVICE

The Licensee is required to establish and meet Quality of Service (QoS) commitments through a Service Level Agreement (SLA) with its Customers.

The SLA should provide for at least the following indicative standard QoS parameters with agreed obligations, for each VSAT terminal and related services:

- Delivered Bandwidth (shared/dedicated) (in Kbps)
- Committed Information Rate (CIR) (in Kbps)
- Bit Error Rate (BER) on its customer VSAT links
- Latency (in ms)
- Maximum fault detection time during business hours
- Maximum fault detection time outside business hours
- Maximum fault resolution time during business hours
- Maximum fault resolution time outside business hours
- Operational support coverage times (e.g., 24 hours x 7 days)
- Logistical issues related to access to terminal for servicing
- Obsolescence terms when applicable (all-in contract)

In addition, the Licensee shall:

- Offer solutions supporting dedicated and shared bandwidth access schemes; and
- Establish a Network Management System function with connectivity monitoring and fault detection capability.

The Licensee is required to meet the service levels in the SLA with its customers and meet specific QoS obligations and targets based on QoS standards that are commonly used and applied as international best practice. Such obligations and targets are the minimum service levels to be achieved by the Licensee. The Supreme Council may impose additional obligations and targets to be met by the Licensee, if necessary. Any failure to meet such obligations and targets in an SLA on a repeated basis or in a manner that is significantly disruptive to customers may result in the imposition of fines or penalties, in accordance with the Applicable Regulatory Framework.

The Supreme Council may require the Licensee, at any time, to provide clarifications, make changes and provide data to it in order to enable it to assess the QoS compliance. Such requests and requirements shall be made in writing to the Licensee and shall include a reasonable time for the Licensee to comply with and respond.

ANNEXURE D – FEES AND CONTRIBUTIONS

I. General Provisions Relating to Fees

- I.1 The Licensee shall duly and timely meet any obligations relating to the fees and contributions specified in this License, including this Annexure D, and as required by the Applicable Regulatory Framework.
- I.2 The amounts of any fees to be paid by the Licensee hereunder are, for the avoidance of doubt, stated exclusive of any tax which may be payable under applicable laws and regulation.
- I.3 Unless otherwise provided by the Applicable Regulatory Framework, all fees identified in Sections 2 and 3 of this Annexure shall be due and payable annually in arrears, in each case in relation to the Calendar Year (or part thereof) to which the fees apply. With respect to the License Fee and the Industry Fee, as set forth in Sections 2 and 3 of this Annexure, the Licensee shall calculate the payment due based on the best information available to the Licensee, including its unaudited accounts, in respect of the applicable Revenues and allowable operating expenses for the Calendar Year in question (the “**Provisional Fee Payment**”). The Licensee shall remit the Provisional Fee Payment to the Supreme Council no later than the first March of each Calendar Year. The Licensee shall notify the Supreme Council of the difference, if any, between the Provisional Fee Payment and the amount due based on the Licensee’s audited financial statements (the “**True-Up Calculation**”) within thirty (30) days of the formal approval of same by the duly authorized corporate body, and the Licensee shall furnish a copy of its approved financial statements to the Supreme Council. If the True-Up Calculation is approved by the Supreme Council, the Licensee shall make or receive payment of the difference, as the case may be, within thirty (30) days of the date on which the True-Up Calculation is approved by the Supreme Council. If the True-Up Calculation is not approved, the Licensee shall cooperate fully with the Supreme Council to substantiate its calculations and shall correct or revise its calculations if it is instructed to do so by the Supreme Council.
- I.4 Following a public consultation process and at least ninety (90) days’ notice (which may include a portion or all of the consultation period), the Supreme Council may change the method or timing of the payment of fees, and it shall

notify the Licensee in writing through the issuance of a notice or other means, in advance of any change taking effect. The payment rules and procedures determined by the Supreme Council shall become binding upon and enforceable against the Licensee on the date specified by the Supreme Council in the notice.

- 1.5 The Licensee may be liable for an administrative fee for each day of delay.
- 1.6 The Licensee shall cooperate with the Supreme Council and any auditor that it may select to undertake an attest audit of the Licensee's records of accounts, including the Licensee's audited financial statements, to verify the correct amount of fees paid or due to be paid by the Licensee in accordance with the provisions of this License and the Applicable Regulatory Framework.
- 1.7 If the License is surrendered or revoked, no refund of fees or any amount paid under the terms of this License or provided for in any relevant provision of the Applicable Regulatory Framework will be made, except where the Supreme Council consents to a refund in whole or in part, at its sole discretion.
- 1.8 Repeated failure by the Licensee to pay the required license fees on a timely basis shall be grounds for the revocation of this License.
- 1.9 The Supreme Council may from time to time issue guidelines concerning the classification of items as operational costs or expenses, after consultation with affected Service Providers, as necessary to ensure a uniform approach to the calculation of the License Fee and the Industry Fee. In no event, however, shall the Licensee be authorized to include, directly or indirectly, into the deductible operational costs and expenses any penalties, sanctions or other costs resulting from any decision of the Supreme Council or any other public authority determining that the Licensee has breached its obligations under this License, the Applicable Regulatory Framework or any other relevant law or regulation.

2. License Fee

- 2.1 For each Calendar Year (or part thereof) beginning on the Effective Date, the Licensee shall be liable for the payment to the Supreme Council of an annual license fee (the "**License Fee**") in an amount equal to a specified percentage of net revenue from activities under this License (the "**Specified Percentage**"). For this purpose, net revenue shall be calculated as the revenues generated by the Licensee from the provision of the Authorized VSAT Networks and Services, as specified in Annexure B of this License,

during such Calendar Year (or part thereof), as set forth in the Licensee's audited financial statements (the "**Net Revenue**").

- 2.2 The Specified Percentage shall be set by the Supreme Council with a view to covering its regulatory expenses and operating costs from funds received from all licensees required to pay the License Fee, in accordance with the procedures set forth in Section 1.4 of this Annexure. The Specified Percentage shall initially be one (1) percent and may be increased or decreased at the sole discretion of the Supreme Council, to reflect changes in its expenditures or budget, or in the actual or anticipated receipts from the total sum of the License Fees paid by all license holders subject to the payment of such fees.
- 2.3 The License Fee shall be remitted by the Licensee for the benefit of the Supreme Council to the bank account in the name of the Supreme Council held and maintained by Qatar National Bank, or to such other bank account as the Supreme Council may determine in a written notice served to the Licensee no later than two (2) weeks prior to the date on which the License Fee is due and payable.

3. The Industry Fee

- 3.1 For each Calendar Year (or part thereof) beginning on the Effective Date, the Licensee shall be liable for the payment of an annual industry fee (the "**Industry Fee**") in an amount equal to 12.5% (twelve-and-one-half percent) of net profit from activities under this License. For this purpose, net profit shall be calculated as follows: the difference between (i) the Net Revenue and (ii) any allowable operating expenses (e.g., satellite connection cost) the Licensee has actually incurred in the same Calendar Year that are directly related to its activities under this License, as set forth in the Licensee's audited financial statements (the "**Net Profit**"). The basis for calculating the Industry Fee, including the applicable percentage of Net Profit for which the Licensee is liable, may be revised from time to time at the sole discretion of the Supreme Council, following the procedures set forth in Section 1.4 of this Annexure.
- 3.2 The Industry Fee shall be remitted by the Licensee for the benefit of the Supreme Council to the bank account in the name of the Supreme Council held and maintained by Qatar National Bank, or to such other bank account as the Supreme Council may determine in a written notice served to the Licensee no later than two (2) weeks prior to the date on which the Industry Fee is due and payable.

ANNEXURE E – ADDITIONAL OBLIGATIONS OF DOMINANT SERVICE PROVIDER (DSP) AND PROHIBITED ANTI-COMPETITIVE BEHAVIOR

1. General Prohibition

A Dominant Service Provider (“**DSP**”) will not take any action that has, or is likely to have, the effect of substantially lessening competition in the VSAT market in the State of Qatar. The DSP will respond promptly to any inquiry from the Supreme Council regarding conduct the Supreme Council determines may violate this prohibition, and will promptly cease any such conduct when directed to do so by the Supreme Council.

2. Exclusionary Conduct

Absent an objective business justification, a DSP will not enter any agreement, enforce the provision of any existing agreement, or take any action that denies or substantially restricts the ability of another service provider to access facilities or use services that are necessary to provide public telecommunications services or VSAT services in the State of Qatar or between Qatar and any location outside of Qatar.

3. Tying

A DSP will not require a customer that wants to purchase a specific VSAT Service, as a condition for purchasing that VSAT Service, to also purchase any other good or service, whether from the DSP, an affiliate or a third party, except where expressly permitted in advance by the Supreme Council.

4. Anti-competitive Discounts

A DSP will not offer a significant discount from the price of any VSAT Service, not justified by any objective factor, which has the effect of foreclosing another licensed service provider from a significant portion of any telecommunication services market. In particular, the service provider will not offer:

- (a) loyalty discounts, in which the service provider offers a discount on the condition that the customer not purchase service from another service provider;
- (b) volume discounts based on a customer's total expenditure, but that are applied only to charges for telecommunication services that are subject to effective competition; or

- (c) selective discounts that are available only to customers that have the greatest ability to switch to alternative suppliers.

5. Anti-competitive Refusals to Deal

Absent a legitimate business justification, a DSP will not refuse to supply or restrict supply of any service, system or information if such refusal or restriction has the purpose or effect of substantially lessening competition in the market/s in which the DSP operates.

6. Predatory Pricing

A DSP will not sell VSAT Services at a price that is less than average variable cost. In addition, a DSP may not sell VSAT services at prices above average variable cost but below total cost where this is likely to exclude an efficient competitor from the market.

7. Cross-subsidization

Unless the Licensee receives written approval from the Supreme Council, a DSP will not use revenues from the provision of a VSAT Service that is not subject to effective competition to cross-subsidise the price of a VSAT Service that is subject to effective competition.

ANNEXURE F – PROCEDURES FOR IMPLEMENTING AND REVISING RETAIL TARIFFS

I. General Provisions Applicable to All Service Providers

- 1.1 The Licensee shall comply with all provisions of the Applicable Regulatory Framework, including any regulation, decisions, orders, rules, instructions or notices issued by the Supreme Council, relating to Tariffs.
- 1.2 All Authorized VSAT Services must be offered pursuant to a Tariff in accordance with the following provisions.
- 1.3 The Licensee shall make available to the Supreme Council for its review any and all of the Licensee's proposed Tariffs, or any modifications thereof, for Authorized VSAT Services (including any discounts and promotions). All approved or notified Tariffs must be provided in a format that is clear, legible and easily understood. Such a format may be prescribed by the Supreme Council. The Licensee shall ensure that all Tariffs are complete, with full details of all charges, terms and conditions of the Tariff including the charges for any services or equipment not otherwise subject to tariff control that are included in as part of a service.
- 1.4 The terms and conditions of the Tariff shall identify, among other things, the products and services on offer, related products and services, objectives of the offer, whether or not it is a promotion or a readjustment, a clear statement of the applicable prices and the units to which they apply, rounding practices, use of increments, any minimum commitment periods or minimum volumes, cancellation policies, special considerations, the period of the Tariff, and any other elements of the offer that are material to the service provided to the Customer and the consideration to be paid.
- 1.5 The Licensee shall maintain paper copies of its Tariffs at its business premises in a location that is accessible to its Customers or potential Customers, and copies shall be readily available for inspection, free of charge and during regular business hours. No later than five (5) days following receipt of a written request from a Customer, the Licensee shall send to the Customer a copy of a Tariff, or the relevant portion thereof, for a charge that shall not exceed the reasonable cost actually incurred by the Licensee to accommodate the Customer's request.

- 1.6 The Licensee shall provide adequate notice to the public of any proposed Tariffs in accordance with the Applicable Regulatory Framework. The Licensee shall publish the Tariff and prominently display the details of the Tariff, including its effective date, on its website in a manner that enables remote access to the public free of charge. Unless the Supreme Council has consented to or instructed the Licensee in writing to suspend or terminate the publication of Tariffs on the Licensee's website, the Licensee shall maintain such publication continuously during the entire term of validity of the Tariff and for an immediately subsequent period of no less than six (6) weeks. Any Tariff that is no longer in effect will be clearly marked as such, including the date of termination or expiry and a reference to any superseding Tariff.
- 1.7 Following receipt of a written request from the Supreme Council seeking information relating to any Tariff, including costs, revenues, terms and conditions, and methods of composing the Tariff, the Licensee shall deliver the requested information to the Supreme Council in a concise and reasonably detailed manner within the timeframe specified in the request.
- 1.8 The Licensee shall ensure that any schemes involving rebates, discounts, waivers or free items which are offered by the Licensee to its Customers or potential Customers are fully disclosed in detail and shall be published and made available for inspection in the same manner set out in Sections 1.4, 1.5 and 1.6 of this Annexure. In addition, the Licensee shall ensure that with respect to the application of any discount or promotional schemes offered or granted to any Customers or potential Customers, the Licensee shall not afford any undue preference to, or exercise undue discrimination against, a particular Person or Persons of any class or description. Notwithstanding the above, nothing in this provision shall be interpreted to prevent the Licensee from making offers to particular Customers or Customer groups where there is an objectively justifiable basis for such differential treatment.
- 1.9 The Licensee consents to the Supreme Council publishing on its website, in a manner that enables remote access to the public, free of charge, a compilation of or links to the Tariffs offered by the Licensee and other service providers, in order to facilitate access to, comparison of and understanding of the terms under which telecommunications services are available in the State of Qatar.
- 1.10 Any failure by the Licensee to submit its proposed Tariffs to the Supreme Council for review, approval or to provide the required notice to Customers in accordance with these provisions shall be considered a violation of this License and be subject to the imposition of appropriate sanctions or penalties. Where justified under the circumstances, the Supreme Council may also order

the Licensee to officially withdraw the Tariff, or provide refunds or other compensation in an appropriate form to affected Customers or Customer groups. The Supreme Council may also release from or reimpose obligations in respect of particular markets or price categories.

2. Tariff Notification Procedures for Non-Dominant Service Providers

- 2.1 The Licensee shall deliver to the Supreme Council any proposed Tariff or Tariff modifications in electronic format no later than the date on which the Tariff is commercially launched or made effective. The Supreme Council shall have a period of twenty-one (21) days thereafter in which to (a) approve or (b) object to the Tariff and order its suspension, modification or withdrawal, or (c) extend the period for review. If the Supreme Council objects to a Tariff or extends the period for review, it shall inform the Licensee of the reasons for its decision. The procedures and timetable for extended review of a Tariff or consultation proceedings with respect thereto shall be set forth in (a) a notice of objection issued by the Supreme Council, or (b) the Applicable Regulatory Framework.
- 2.2 All proposed Tariffs involving a price increase shall be notified to Customers at least twenty-one (21) days, or such other period as the Supreme Council may specify, in advance of the effective date of the proposed Tariff. Such notification may be made by means of newspaper or other advertising or by such other means as the Supreme Council may specify.

3. Tariff Approval Procedures Applicable to Service Providers Designated as Dominant

- 3.1 In the event that the Licensee is designated as dominant or as having significant market power in any relevant market, the following procedures shall apply to any and all services or service elements that fall within a relevant market so designated, and to any and all services or service elements contained in the same Tariff as the designated service or services.
- 3.2 The Licensee shall deliver to the Supreme Council any proposed Tariffs or Tariff modifications in electronic format, unless otherwise instructed by the Supreme Council. Any and all proposed Tariffs must be approved in writing by Supreme Council prior to taking effect.
- 3.3 If any Dominant Service Provider proposes to introduce or modify a Tariff, the proposed Tariff shall be filed with the Supreme Council at least twenty-eight (28) days in advance of the proposed effective date of the Tariff. The Supreme Council shall have twenty-eight (28) days in which it may (a) approve

or (b) object to the Tariff and order its suspension, modification or withdrawal, or (c) extend the period for review. If the proposed Tariff involves any increase in price, the proposed Tariff shall be notified to Customers at least twenty-one (21) days in advance of the effective date of the Tariff, or such other period or date specified by the Supreme Council. Such notification can be made by means of newspaper or other advertising or by such other means as the Supreme Council may specify.

- 3.4 If the Supreme Council decides that an extended review of a proposed Tariff is necessary, it shall notify the Licensee in writing and shall specify the procedures and timetable for the Tariff review, including any consultation or other relevant process with respect thereto, in accordance with the Applicable Regulatory Framework or as determined by the Supreme Council.
- 3.5 If the Supreme Council declines to approve a proposed Tariff, it shall inform the Licensee of the reasons for such decision.
- 3.6 The Licensee shall comply fully with any and all procedures relating with the tariff review and approval process, adoption, modification, interpretation or implementation of Tariffs that may be established in the Applicable Regulatory Framework.

ANNEXURE G – FREQUENCY SEGMENT MANAGEMENT

I. Space Segment

- I.1 The Licensee has been granted with the issuance of this License an authorization to operate VSAT networks within Ku, Ka and C bands using the spectrum bands that are used by the relevant satellite operators. However, the Licensee must obtain prior approval from the Supreme Council for operating a VSAT network within the C band. Requests for approval for the use of C band will be evaluated by the Supreme Council on a case by case basis, depending on how the space segment portion of a satellite network will be used to provide the services and activities authorized by this License. Neither the grant of this License, nor the use of any radio frequency segment, shall create any property right or interest on the part of the Licensee in such radio spectrum and the Licensee shall remain subject to the authority of the Supreme Council to cease the use of spectrum in accordance with the Applicable Regulatory Framework.
- I.2 The Licensee shall be allowed to use foreign satellites whose operators have completed the International Telecommunication Union (ITU) spectrum coordination process before providing VSAT services in Qatar. However, the Licensee shall comply with any instructions that may be issued by the Supreme Council in respect of any locally-owned satellite should it become available.
- I.3 Prior to starting the operation of its VSAT network, the Licensee shall provide ictQATAR with the details of its satellite operators including, but are not limited to:
 - a) their headquarters and contacts in case of any questions or problems;
 - b) a copy of their ITU coordination filings (if possible); and
 - c) the company's incorporation status with a contact name.
- I.4 Except as otherwise provided in the Applicable Regulatory Framework and subject to consultation with the Supreme Council and a minimum of 90 days' notice (which may include part or all of the consultation period), the Licensee shall comply fully with any instructions issued by the Supreme Council to cease using any radio spectrum in the interest of maximizing spectrum efficiency and the public good, as determined by the Supreme Council in accordance with the Applicable Regulatory Framework. The Licensee shall

comply fully with any timetables for ceasing to use any radio spectrum bands designated by the Supreme Council. Failure to comply with such obligations may result in penalties and/or sanctions being imposed on the Licensee.

2. Ground Segment

- 2.1 The Licensee has been granted with the issuance of this License an authorization to operate the VSAT terminals that are required to provide the VSAT services in Qatar. The applicable fees for the operation of such terminals are covered by the fees mentioned in Annexure D of this License.
- 2.2 The Licensee shall take all necessary measures and precautions in order not to create harmful interference to any existing or future radio services.
- 2.3 The Licensee shall coordinate, when necessary, with other radio spectrum users (e.g., other licensees) in the State of Qatar to avoid harmful spectrum interference. In the event that there is a disagreement between or among spectrum users regarding the prevention or causation of harmful interference, the affected users shall be responsible for resolving such disputes expeditiously and, if such efforts are unsuccessful, one or more of the users involved may request the Supreme Council to intervene to resolve the dispute.
- 2.4 The Licensee shall ensure that the diameter of dish antenna does not exceed 2.4 meters or whatever other standard that may be specified by the Supreme Council from time to time.
- 2.5 It is not mandatory to setup hub facilities in Qatar but the Licensee may do so if they want (but to serve Closed User Groups only). In this case, the Licensee must comply with the Applicable Regulatory Framework that shall include, without limitation, all decisions and regulations issued by the Supreme Council including, but not limited to, those governing radio spectrum and equipment type approval. In particular, the site location and dish antenna size of the hub must be approved by the Supreme Council prior to importing and installing the hub facilities.

3. Record-keeping Obligations

- 3.1 The Licensee shall maintain all relevant records, as required by the Applicable Regulatory Framework, including but not limited to:
 - (a) The equipment specifications of all VSAT terminals operating under this VSAT License using the table set out in Section 4 below;

- (b) The measures taken to ensure that each VSAT terminal is not a source of harmful radiation to the public and the Licensee's employees and contractors; and
 - (c) Any information necessary for the Supreme Council to develop and update the National Frequency Plan.
- 3.2 The Licensee shall promptly provide such records and information to the Supreme Council on request.

4. Specifications of the VSAT Terminals

The Licensee shall complete and submit to ictQATAR the table below for each VSAT terminal within ten (10) working days after the commission/activation of the terminal.

Specifications of a VSAT Terminal			
VSAT Licensee:			
Target date for the activation of this terminal:			
Site Information			
Address			
Longitude		Latitude	
Site Elevation Above Sea Level (meters)			
Coverage			
Coverage Area		Center Latitude	
Radius (Kilometers)		Center Longitude	
Satellite Network Information			
Satellite Name			
Satellite Operator			
Type			
Frequency			
	Transmit	Receive	
Range			
Center			
Frequency			
Bandwidth			
Modulation			
Characteristics			
Station			
Designation of Emission			
Spurious Emission (dB)			
Receiver Sensitivity (uV)			
Output Power Supplied to the Antenna (W)			
Antenna			
3dB Beam (deg)			
Receiving	System	Noise	Temperature

(Kelvin)	
Type	
Total Peak Power (dBW)	
Antenna Displacement from Station Location (meters)	
Antenna Gain (dBi)	
Maximum Isotropic Gain (dBi)	
Elevation Angle (deg)	
Azimuth Angle (deg)	
Site Elevation Above Sea Level (meters)	
Structure Height (meters)	
Building Height (meters)	
Antenna Diameter (meters)	
Polarization	
Base Band Equipment	
Demodular Output Bit Rate	
Demodular Channel Capacity	
Number of 64 Kbps Channels	
Functional Block Diagram	
LNR	
Bandwidth	
Manufacturer & Type	
Noise temperature (Kelvin)	
Frequency Range	
IF bandwidth (KHz)	
Feeder	
Length (m)	
Losses (dB)	
Down Convector	
Type	
Frequency range	
Bandwidth	
Details of Apparatus (RF Head)	
Type of Equipment	
Manufacturer	
Model	
Serial Number	
Details of Apparatus (Digital Indoor Unit)	
Type of Equipment	
Manufacturer	
Model	
Serial Number	
Bit rate	
Address of system	

- End of License -