

CRA Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services Consultation Document

The deadline to respond to this consultation is June 30, 2024

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1. Introduction

The purpose of this consultation is to present the findings of the assessment carried out by the Communications Regulatory Authority of Qatar (CRA) on access to international connectivity through Submarine Cable Landing Stations (SCLS) and to consult on the proposed 'Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services' ("ROA for SCLS") that will be required from all licensed owners of SCLS that provide access to international connectivity services.

The scope and purpose of this Consultation Document on ROA for SCLS is:

- to outline the market assessment including stakeholder engagement,
- to explain the policy objectives of the ROA for SCLS,
- to lay down the legal basis for the ROA for SCLS, and
- to outline the expected contents of the ROA for SCLS.

Views and comments with relevant justification and evidence on any aspects of this Consultation Document are invited from industry participants, other stakeholders and interested parties. Herewith we ask stakeholders to provide views and comments on this Consultation Document generally and on a number of specific questions in particular. A complete list of the specific questions is contained in Chapter 7 of this Document and the instruction for responses is detailed in Chapter 8.

Appendix A to this document contains the structure and framework regarding the ROA for SCLS Structure and the products and services.

Appendix B to this document contains a model ROA for SCLS that may be taken as a reference point by prospective SCLS Owners when developing their ROA for SCLS in Qatar.

1.1. Overview

As will be further elaborated below, Qatar has the ambition to be an international digital technology hub for the region and world-wide. Achieving this ambition requires robust connectivity, and in particular, adequate and reliable international connectivity. Due to Qatar's geography, access to international connectivity is mainly achieved through the SCLS and these

SCLS have been perceived to be potential bottlenecks to access international connectivity services in Qatar.

Therefore, the CRA has been carrying out a comprehensive assessment of the access to international connectivity in Qatar in order to determine the best regulatory approach to remove bottlenecks and ensure non-discriminatory access to domestic infrastructure in the supply chain for international connectivity through submarine cables in the country (i.e., access to SCLS and backhaul). It has been determined that the main means of doing this is to require that a ROA for SCLS be submitted by all owners of SCLS to facilitate open access to international connectivity services allowing adequate flow of data traffic in an out of the State of Qatar in line with the expected growing demand of the digital economy.

1.2. Overview of Submarine Cable Systems Landing in Qatar

As mentioned above, Qatar's international connectivity is largely dependent on Submarine Cable Systems. In Qatar, there are currently landing six submarine cable systems¹. However, two more submarine cable systems are predicted to reach Qatar by 2025. Figure 1 below illustrates the submarine cable systems reaching Qatar:

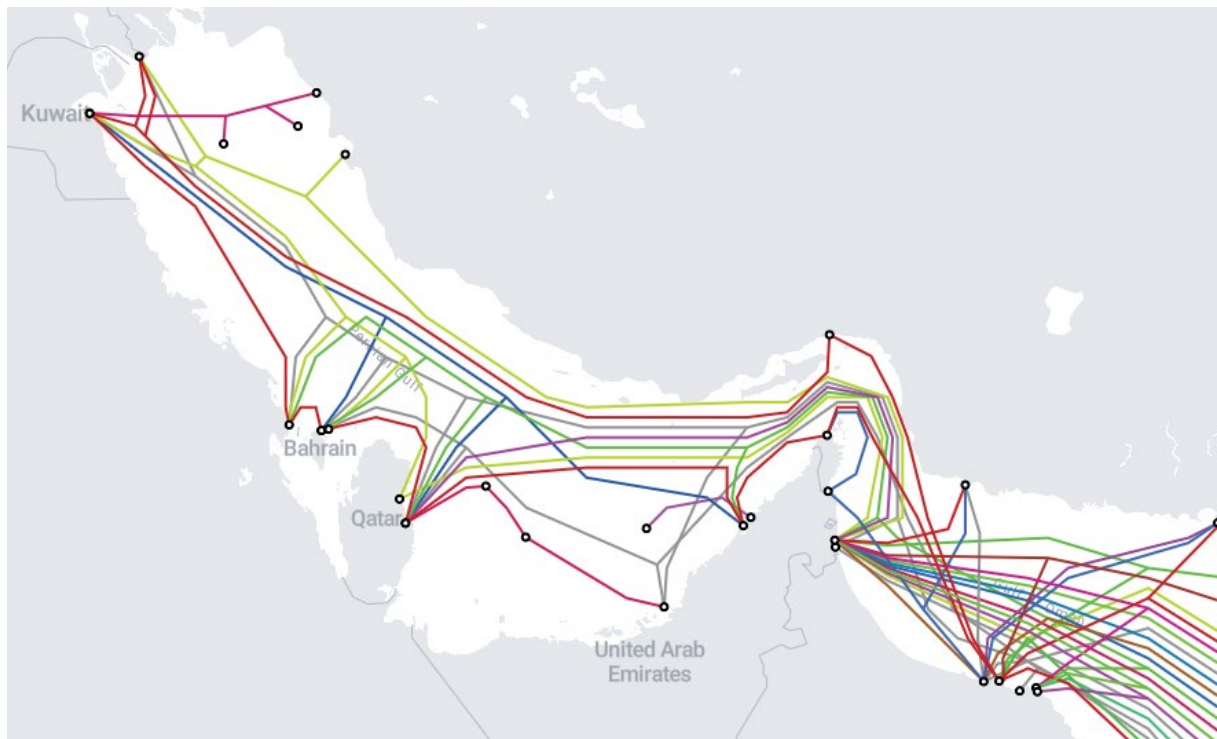


Figure 1: Submarine Cable Systems relevant to Qatar (TeleGeography)

¹ Source: TeleGeography, Submarine Cable Map, May 2024 (<https://www.submarinecablemap.com/country/qatar>).

The six submarine cable systems reaching Qatar so far are listed in the table below. The additional two systems planned by 2025 are included too (See Figure 2).

Submarine Network Name	Ready for Service (RFS) Year	Length (km)	Lit Capacity (Gbps)	Max Capacity (Gbps)
Asia Africa Europe-1 (AAE-1)	2017	25,000	17,000	50,000
Falcon (Global Cloud Exchange)	2006	10,300	5,360	34,900
Fiber Optic Gulf (FOG)	1998	1,300		
Gulf Bridge International Cable System (GBICS)/MENA Cable System	2012	5,270	3,920	8,200
Qatar-U.A.E. Submarine Cable System (Das-Halul)	2004	100	100	
Tata TGN-Gulf	2012	4,031	760	5,500
2Africa	2023 (Planned)	45,000		180,000
SeaMeWe-6	2025 (Planned)	21,700		126,000

Figure 2: Submarine Cable Systems in Qatar

All the submarine cable systems currently landing in Qatar have the two existing licensed fixed operators (Ooredoo and Vodafone) as landing parties. The majority of the submarine cable systems reaching Qatar are landing in the cable landing stations of Ooredoo. Ooredoo Qatar operates the following SCLS²:

- Al Khor Cable Landing Station for GBICS

² Information sourced from stakeholder interviews with service providers in Qatar during the CRA market assessment.

- Al Kheesa Cable Landing Station for AAE-1 and TGN-Gulf
- Simaisma Cable Landing Station for GCX (Falcon)
- WKZ Cable Landing Station (Qatar-UAE)

On the other hand, Vodafone Qatar is only operating one cable landing station in North Doha:

- GBICS

However, Vodafone has applied for a building permit to build a second cable landing station which will land the planned 2Africa cable in Qatar at some point in 2024.

In other GCC countries, such as Oman and UAE, the demand for international connectivity and submarine cable systems is increasing as well. There are 14 current and 4 planned cables to Oman and 17 current and 3 planned cables to the UAE. Therefore, it is important for Qatar to attract submarine cables to land in the country to be able to offer a competitive choice in capacities and destinations with full redundancy.

2. Market Assessment

In this initial phase of this CRA project, an extensive market assessment has been conducted. In this phase, the market situation was reviewed and the following key topics were covered:

- Review of national goals.
- Macroeconomic analysis (ICT landscape and submarine cable system market analysis).
- Legal and regulatory analysis.
- Benchmarking of international best-practices in SCLS regulations.
- Cable landing station product description.

As part of the market assessment, CRA has carried out an extensive industry input collection, covering all major stakeholders – government, supply, and demand side market players and other interested parties. The initial stakeholder engagement has been carried out to get insights and additional information on the market situation in Qatar as well as on the carried out legal and regulatory status and explore the view of the stakeholders and their respective

perspectives and requirements on potential SCLS services.

The major outputs of the market assessment were reports on the macroeconomic situation, the legal and regulatory analysis, an international benchmarking report and the description of SCLS services. The market assessment has also reflected on the views of various stakeholders on the current SCLS market developments, regulations in place in Qatar and challenges of the current regulatory framework and the opportunities and needs of the industry to improve access to international connectivity through submarine cable systems.

2.1. Qatar Strategic National Goals

The current Qatar government strategic priorities are outlined by the following key documents:

- Qatar's National Vision 2030³ aiming that – by 2030 – Qatar becomes an advanced society capable of sustaining its development and providing a high standard of living for its people. Qatar's National Vision defines the long-term goals for the country and provides a framework in which national strategies and implementation plans can be developed. The four pillars of this agenda are Human Development, Social Development, **Economic Development** and Environmental Development.
- The Third National Development Strategy NDS3⁴ for the State of Qatar establishes the strategic priorities and overarching framework for the next period of the nation's development from 2024-2030. NDS3 outlines the major outcomes and targets, along with the development initiatives and reforms that are necessary to achieve the aspirations of QNV 2030. Although NDS3 spans the seven-year horizon to 2030, it has been designed with extensive consideration of challenges and opportunities that Qatar may encounter in the decades beyond 2030 and aims to position Qatar for sustainability and prosperity in the long-term to achieve the national vision through seven Strategic National Outcomes: 1. **Sustainable Economic Growth**, 2. Fiscal Sustainability, 3. Future-ready, 4. Cohesive Society, 5. Quality of Life, 6. Environmental Sustainability, and 7. Government Excellence.

An important layer of the Sustainable Economic Growth as a first Strategic National Outcome, are the specialized economic clusters that represent the focus given to economic diversification. The 'Diversification Clusters' are composed of 'Growth clusters', '**Enabling Clusters**' 'Resilience Clusters' and 'Future Clusters'. The first Enabling Cluster is the 'IT

³ <https://www.gco.gov.qa/en/about-qatar/national-vision2030/>

⁴ https://www.psa.gov.qa/en/nds1/nds3/Documents/QNDS3_EN.pdf

& Digital Services Cluster, which is recognized to play a pivotal role in driving the digital economy and the widespread adoption of emerging technologies. To grow this cluster and serve and enable the local market, Qatar will accelerate the private sector's adoption of emerging technologies through the National Applied Programs for Emerging Technology, establish the National Data & Analytics Program, advance the SMEs & Enterprises Digital Transformation Program, *commercialize Qatar based cloud capabilities on a global scale*, refine the regulatory landscape, and develop a cybersecurity legal and enforcement framework.

- The National Digital Agenda 2030⁵ is aimed to drive the State of Qatar towards becoming a global technological hub adopting the latest digital technologies, including 5G networks, artificial intelligence (AI), digital twin, cloud computing and big data, realizing the objectives of Qatar National Vision 2030 and the Third National Development Strategy (NDS3) in order to **develop knowledge-based digital economy that is both diverse and competitive**, support the private sectors, and depend on innovation and entrepreneurship.

Qatar domestic market is small - this means that attracting international players serving international markets through getting full access to as many international submarine cables as possible and through international businesses to generate the volumes that will achieve the economies of scale that will drive down unit costs. Such a virtuous cycle will make Qatar an attractive location for international players in the international data economy.

In line with the strategic goal of becoming digital hub, Qatar needs to ensure that it has redundant and resilient access to international connectivity and generate data volumes to ensure achieving economies of scale that will make Qatar an attractive location for international players in the international data economy. Only international players serving international customers will allow Qatar to have the necessary scale to build and grow their businesses locally and to compete internationally.

As the international submarine cables are the main suppliers of international connectivity in Qatar, it is important to ensure full access to the capacity and a key means of achieving this is to ensure adequate access to the SCLS. Therefore, the objective is to ensure open access to the SCLS in Qatar and enable wider participation by market players and greater competitive choice of international capacity. This is required to enable submarine cable owners to connect to the widest range of potential customers located in Qatar and that players engaged in the

⁵Overview of Digital Agenda 202 MCIT https://www.mcit.gov.qa/sites/default/files/digital_agenda_2030_summary_english.pdf).

data economy can connect to the widest range of potential submarine cables to allow choice of destination and redundancy.

2.2. Initial Stakeholder Interviews

In order to have a proper view on the current market for international connectivity access to SCLS in Qatar, CRA has carried out interviews with a range of stakeholders, inclusive of service providers, demand-side industry representative, government bodies, as shown in the following Figure 3.

Stakeholders	
Vodafone	Quantum Switch
Ooredoo	Qatar Free Zones Authority
Gulf Bridge International (GBI)	Qatar Financial Center
QNBN	Ministry of Communications & IT (MCIT)
Google	Ministry of Commerce and Industry
Microsoft	Es'hailSat
Meeza	Qatar Internet Exchange (QIX)
Qdata	Falcon

Figure 3: Stakeholders interviewed in the market assessment phase

The interviews conducted brought valuable insights, some of the key ones are highlighted below:

- Strong commitment of the government for Qatar to become a global and regional digital hub and the competition from other countries in the region that have a similar ambition.
- Existing market demand for improved access to international submarine cable capacity and lower connectivity costs.
- The present national business potential for data centers in Qatar, including those in the free trade zones and the importance for these data centers to have access to international connectivity.

- The majority of the stakeholders were conscious that the ownership of and access to international connectivity via submarine cables is completely under the control of the two main fixed network and services licensees; Ooredoo and Vodafone.
- The potential role of Qatar as an international digital hub providing services to customers, internationally (i.e. outside Qatar) is seen to involve encouraging international companies to set up business in Qatar. Implementing this would require the data centers to have a reliable and competitive access from the data centers to international connectivity at SCLS.

2.3. Benchmark Analysis

As part of the assessment, benchmark analysis was carried out to study international best practices, the approach to SCLS regulation and reference access offers applied in the GCC region (Bahrain, Saudi Arabia, Oman, United Arab Emirates and Kuwait), as well as India, Malaysia, and Singapore.

In summary, two basic approaches to SCLS regulation were found; the first one refers to an asymmetric approach where only dominant operators are required to include access to international submarine cable capacity in their reference offers, and the alternative symmetric approach where all operators who control access to SCLS are obliged to draft their offers accordingly.

Other areas of differentiation across different countries concern:

- Whether access to the SCLS is covered in a general reference offer of access or whether there is a dedicated reference offer concerning SCLS.
- Range of SCLS services that are included and whether there is a standalone offer for SCLS (for details, see Figure 4 below)

Criteria	Bahrain	KSA	Oman	UAE ⁶	Kuwait	India	Malaysia	Singapore
There is an offer document	✓	✓	✓	✓	✗	✓	✓	✓

⁶ Two main providers have an agreement, which, however, is not publicly accessible.

Criteria	Bahrain	KSA	Oman	UAE ⁶	Kuwait	India	Malaysia	Singapore
There is a standalone SCLS services offer	✓	✗	✗	✓	✗	✓	✗	✗
SCLS services are included in a general offer	✗	✓	✓	✗	✗	✗	✓	✓
Collocation services included	✓	✓	✓	?	?	✓	✓	✓
Cross-connect included	✓	✓	✓	?	?	✓	✓	✓
Backhaul included	✗	?	✓	?	?	✓	✓	✓
Access to the site as a specific service	✗	✗	✓	?	?	✗	✗	✗

Figure 4: Services included regarding SCLS in reference offers⁷

As the international practice seems to vary considerably, it has been noticed that in other jurisdictions, notably European Union (EU) countries, there are no reference offers required for SCLS up till now. In the EU, this is primarily because there are authorizations rather than licenses and so far the market has not been flagged as non-competitive. The EU Commission and Body of European Regulators for Electronic Communications (BEREC) are constantly monitoring the situation.

2.4. Legal and Regulatory Analysis

The legal and regulatory analysis assessed the existing legal and regulatory framework in

⁷ Research completed throughout the initial market assessment.

Qatar the current approach to reference offers, the obligations imposed upon Ooredoo regarding access to cable landing stations as a dominant service provider in the market and other regulatory measures. This analysis informs the chapter on the legal basis below.

2.5. Identification and Description of SCLS Services

The full range of potential SCLS services was identified and described, including co-location, cross connection, management services and backhaul.

3. Purpose and Principles of ROA for SCLS

Reference Offer as a regulatory instrument

Reference Offers have been a component of the Qatar regulatory framework for the telecommunications sector since the guidelines were issued by Qatar in 2013⁸ and have been implemented by CRA in order to:

- provide increased legal certainty in the Qatar telecommunications market;
- reduce the effects of market and hence negotiation power;
- help avoid or reduce disputes between service providers as negotiations will be focused on a smaller set of technical and commercial issues;
- allow for the faster introduction of competition; and
- provide improved regulatory transparency.

ROA for SCLS

In alignment with the above background and strategic objectives set, the purpose of this draft Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services is to:

- ensure open access to international connectivity services via all SCLS⁹ - based on the findings of the market assessment completed;

⁸ <https://www.cra.gov.qa/en/document/reference-offers-regulatory-guideline-document>

⁹ Technically, the only means of directly accessing a specific submarine cable is via the submarine cable landing station where that submarine cable is landed.

- ensure the wider range of SCLS services are available to ensure maximum participation by current and future access seekers; and
- make the reference offer a requirement for all licensed SCLS Owners – i.e. apply symmetric approach as best fitting the current market context and connectivity needs as related to Qatar ICT market and digital economy growth.

4. Applicability and Eligibility

4.1. Applicability

All licensed owners of SCLS in Qatar will be required to submit to CRA for approval a Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services as described in this Consultation Document.

4.2. Eligibility

SCLS Owners shall have completed necessary business registration to operate in Qatar and shall possess licenses issued by CRA that enable them to provide SCLS connectivity services.

The services offered in the ROA for SCLS may be taken up by Other Licensed Operators (OLOs)¹⁰ who possess licenses issued by CRA that enable them to make use of these services. Refer to the section on the licensing framework below.

5. Legal Basis and Regulatory Background

5.1. Intended Decision

It is intended that a Decision of CRA, under the powers conferred to it by Emiri Decree No. (42) of 2014 Establishing the Communications Regulatory Authority, will be issued requiring all owners of SCLS to submit to CRA for approval a Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services.

5.2. The Emiri Decree

Under Article (4) of the Emiri Decree, CRA is granted various powers to regulate the sector,

¹⁰ The definition of Other Licensed Operator (OLO) is any operator licensed in Qatar which pursuant to its license is entitled to request services from the SCLS Owner and make use of those services.

by issuing necessary regulations. This includes all the powers necessary to monitor SPs' compliance with the regulatory frameworks and to take any necessary measures to ensure compliance with the regulations issued by CRA.

5.3. General Provisions of the Applicable Regulatory Framework (ARF) in Qatar

The State of Qatar has empowered and authorized CRA to regulate the telecommunications and information technology sector, the postal sector and the access to digital media pursuant to the provisions of the Telecommunications Law promulgated by Decree-Law No. (34) of 2006¹¹ and Executive By-Law for the Telecommunications Law No. (1) of 2009¹². These laws establish the objectives and legal framework for CRA to create the appropriate legal and regulatory conditions for the development of sustainable competition in the communications sector so that, amongst other things, communications may become a factor for promoting social and economic development¹³.

Article 4 of the Telecommunications Law empowers CRA to set and enforce remedies to: prevent anti-competitive practices (Article 4(4)), set the terms of interconnection and access between service providers (Article 4 (6)), safeguard the interests of customers (Article 4(8)), require the provision of information relating to network or service development plans, technical and statistical information (Article 4(10)).

Article 18 states that the CRA shall determine the rights, obligations and conditions for Interconnection and Access, and shall oversee and monitor compliance.

Article 19 of the Telecommunications Law also requires CRA to undertake functions and duties in respect of interconnection and access to promote appropriate, effective and low cost interconnection between telecommunications networks and to promote access to facilities of other service providers to ensure interoperability of telecommunications services that originate or terminate in the State and promoting the growth of competitive telecommunications services markets (Article 19(1)), to establish a public, transparent and commercially viable regulatory framework aimed at the facilitation of the regulatory procedures, and to remove or minimize the

¹¹ See: <https://www.cra.gov.qa/document/telecommunications-law-no-34-of-2006>

¹² See: <https://www.cra.gov.qa/document/telecommunications-by-law>

¹³ The ARF comprises the relevant legal provisions in Qatar, inter alia but not limited to the Telecommunications Law, the Executive By-Law, the Licenses of the SP and any related regulations, rules, orders, notices, decisions, directions and instructions.

effects of other barriers to entry into telecommunications market (Article 19(2)).

Article 40 of the Telecommunications Law requires CRA to set and implement the competition policy and the related regulations in the telecommunications sector and to: review the state of competition in the telecommunications markets in the State and exercise its authorities, functions and powers to consolidate competition in the provision of telecommunications services (Article 40(1)), to monitor and prohibit any abuse of market power or dominant position and anti-competitive practices in accordance with the Law (Article 40(2)), and to determine and apply the appropriate procedures and arrangements to confront abuses of market power and anti-competitive practices in order to strengthen competition and safeguard the interests of customers and the public (Article 40(3)).

5.4. Specific Considerations with Respect to SCLS

Further to that, the principle stated above requiring all SCLS Owners to enable access by OLOs to their SCLS on an open, transparent and non-discriminatory basis is based on the following:

- a. Article 4 (6) of the Telecommunications Law empowering the regulator to set terms of interconnections and access between service providers.
- b. In 2017, CRA has issued a Decision and Orders to the Fixed Network Licensees¹⁴ on measures to be implemented to improve the robustness and resilience of Communications Networks and Services in Qatar that put particular stress on international connectivity and the security and resilience of sea cable landing stations.

5.5. Licensing Framework

There are only two entities in Qatar - Ooredoo and Vodafone Qatar, who are currently operating an SCLS under the terms of their issued Public Fixed Telecommunications and Services Licenses¹⁵ (authorizing them to provide International Gateway Facilities including undersea cables) and will be accordingly subject to the requirement to issue an ROA for SCLS.

Currently, only these two licensees are authorized to provide any backhaul services connecting Points of Presence (PoPs) to the SCLS landing stations. The Qatar National Broadband

¹⁴ DECISION AND ORDERS Issued by The Communications Regulatory Authority ("CRA") to Ooredoo Q.S.C. and Vodafone Qatar Q.S.C. related to Measures to be implemented to improve the robustness and resiliency of Communication Networks and Services in Qatar.

¹⁵ Ooredoo's license was issued on October 7, 2007 and Vodafone Qatar's license on April 29, 2010 (<https://www.cra.gov.qa/Services/Telecommunications/Licensing/Individual-Licenses>).

Network Company (QNBN) under the terms of its Passive Fixed Telecommunications Networks and Services could in principle provide dark fiber to the cable landing stations, while the only entities allowed to offer active services over the fiber are the Public Fixed Telecommunications and Services Licensees, i.e. Ooredoo and Vodafone Qatar.

The entities owning the submarine cables that land in Qatar are not licensed to provide any services including international submarine cable capacity in Qatar except through the Licensees of Public Fixed Telecommunications and Services licenses with whom they have a landing agreement. This means that at the SCLS an operator who is not the SCLS owner would generally have to hand over to the SCLS owner rather than contract directly to the international submarine cable owner at the Cable Landing Station.

Notwithstanding the current situation, this consultation document and draft model ROA for SCLS refer to and is applicable to both the current licensed operators and any future licensed operators.

For the avoidance of doubt, there is no intention to regulate the owners of international submarine cables with respect to the services offered on the international submarine cable segment, including charges; this will be on a willing buyer willing seller basis.

6. Assumptions and Market Context

The framework for the ROA for SCLS as designed are meant to be forward-looking as much as catering for the current situation. Therefore, key consideration and intention set is to have the ROA future proof and serving potential future SCLS developments in Qatar aligned with evolving market demand and further relevant updates of the regulatory and licensing framework.

In addition, CRA considers that the circumstances of each SCLS may be different and therefore does not intend to dictate the detailed contents of the ROA.

The CRA ROA for SCLS Framework considers several scenarios for open access to international connectivity as follows:

- 1) Status quo scenario where the SCLS owner is a licensed operator in Qatar (i.e. Ooredoo and Vodafone) with the objective to open up the SCLS to allow OLOs to access SCLS services.

- 2) Extended scenario where the submarine cable owners may be licensed to sell international capacity in Qatar and where new licenses are available for new OLOs to provide domestic connectivity from PoPs, data centers and internet exchanges to the SCLS and between different SCLS (i.e. transiting from one SCLS to another to allow international submarine cables to interconnect in Qatar¹⁶).
- The associated direct access scenario where an international capacity provider can make a direct access from the international submarine cable to his PoP (or data center) without requiring access to active services in the SCLS. The traffic carried will not necessarily terminate in the Qatar domestic market but may only be processed at the data center of the submarine cable owner (or transit to another international submarine cable).

These scenarios are complementing rather than mutually exclusive and are a reflection of the focus of CRA to adapt the regulatory framework in order to enable open access to international connectivity in Qatar, in support to the strategic national goal of being a digital technological hub.

The SCLS services described in the SCLS service framework below are intended to accommodate all potential scenarios involving open access to international connectivity at the SCLS. To ensure complete clarity, the objective is to enable open access to all international connectivity at the SCLS.

7. Consultation Questions

Stakeholders are invited and encouraged to provide justified views and comments on the Consultation Document. However, CRA would be pleased to receive inputs in response to the following specific questions. Please provide full details with each answer.

Question 1. The approach taken is that the obligation to furnish a ROA for SCLS is imposed on the entity that is the licensed SCLS owner. Do you agree with this?

Question 2: Do you agree that the defined scenarios are appropriate and are there any other scenarios that could be considered?

¹⁶ It is considered that the ability to interconnect different SCLS and different submarine cables will increase the attractiveness of Qatar to international submarine cable owners.

Question 3. In general, do you agree with the inclusion of the defined services in the ROA for SCLS? If not in agreement, please give a detailed reasoned response.

Question 4. In the services framework, backhaul is defined as specific service but it can be also offered as part of the co-location service, especially where the co-location service is offered as a shelter. Do you have an opinion on this?

Question 5. Is it appropriate to require that the SCLS Owners offer backhaul capacity on their own domestic transmission links connecting to their ODF on the SCLS? This would be priced on the same basis as national transmission services.

Question 6. Do you agree with the proposal for including a direct passive fiber connection as a potential backhaul service?

Question 7. Do you agree or disagree with the CRA's view that SLCS services' pricing and charges should be cost oriented? If not in agreement, please give a reasoned response.

Question 8. The ROA for SCLS structure is based on that of existing reference offers for consistency. Please identify any sections or annexes that you consider to be unnecessary.

Any views and comments on the above questions or any other aspect of this Consultation Document shall be supported by relevant justification and evidence – inclusive of objective reasoning and making sure such views and comments are directly related to content and scope discussed. When providing feedback, relevant sections of the document shall be precisely referenced. In order to clarify on the reasoning behind any feedback, stakeholders are required to use examples including case studies backed by data to illustrate their point and exact references to any external sources and data shall be clearly made in the response. When providing responses the stakeholders shall stick to clear language and specific suggestions when any aspect of the consultation document is challenged (specifying what needs to be modified and why and how it can be improved).

8. How to Respond to the Consultation

8.1. Consultation Procedures

Stakeholders and interested parties are invited to provide their views and comments on any aspect of this consultation and to respond to the specific questions raised herein. When

responding, interested parties are asked to make clear reference to the paragraph and/or question number and to provide background, context and supporting information. This will enable CRA to understand why the submitted opinions are held by the respondent and take better account of the underlying reasoning.

All submissions received in response to this consultation will be carefully considered by CRA. However, it should be noted that nothing included in the consultation document is final or binding, and CRA is under no obligation to adopt or implement any comments or proposals submitted.

Responses to this consultation (and questions about this consultation) should be submitted by email to: raconsultation@cra.gov.qa. The subject reference in the email should be stated as “Consultation on CRA Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services”. It is not necessary to provide a hard copy of the responses. The deadline to respond to this consultation is June 30th, 2024.

8.2. Consultation Response Template

Responses to this consultation must be provided in the template format (table) provided below. Responses that are not in this template format may be disregarded.

Respondent: [Name of company, organization, or individual]

Clause or question reference	Response / Comments
<p>[If relevant, please specify the number of the question or the number of the clause/paragraph of the consultation</p>	<p>[Please provide your responses and comments in relation to the question or clause/paragraph mentioned in the first column]</p>
<p>....</p>	

8.3. Publication of Comments

In the interests of transparency and accountability, CRA may publish the responses to this consultation on its website at (www.cra.gov.qa). All responses will be processed and treated as non-confidential unless confidential treatment has been requested by the respondents. In order to claim confidentiality of information in submissions, respondents must provide a non-confidential version of such material in which all information considered confidential has been redacted and replaced with “[CONFIDENTIAL]” or “[CONFIDENTIAL INFORMATION]”.

A comprehensive justification must be provided for each section of a response that respondents wish to be treated as confidential. Furthermore, respondents cannot request confidentiality for the entire response or whole sections of the response.

While CRA will endeavor to respect the wishes of respondents, in all instances the decision to publish responses (in full or in part) will be at the sole discretion of CRA.

By responding to this consultation, respondents will be deemed to have waived all copyright and/or intellectual property rights over the material provided.

9. Definitions

Access Provider (AP)	Means the SCLS Owner: The licensed owner of an SCLS who is required to publish a ROA for SCLS.
Access Seeker (AS)	Means the Other Licensed Operator (OLO) being a licensed operator who is licensed to use services provided by the SCLS Owner.
Air Conditioning (AC)	System for controlling the temperature, humidity, and air quality in an enclosed space, commonly used in data centers and telecommunications facilities to maintain optimal conditions.
Applicable Regulatory Framework	means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses governing the telecommunications sector of the State of Qatar, which are legally binding and in force from time to time
Artificial Intelligence (AI)	Technology that enables machines to mimic human cognitive functions.
British Thermal Units per Hour (BTUH)	A unit of measurement for cooling capacity, representing the amount of heat energy removed per hour, commonly used in air conditioning and HVAC systems.
Closed-Circuit Television (CCTV)	A system in which video cameras transmit signals to specific monitors, often used for surveillance and security purposes.
Communications Regulatory Authority of Qatar (CRA)	The government entity responsible for regulating and supervising the Communications and Information Technology (IT) sector in Qatar.
Consultation Document (CD)	A document issued by regulatory authorities or stakeholders in the telecommunications industry to seek input, feedback, or opinions from relevant parties on proposed policies, regulations, or initiatives. It serves as a means of gathering insights and perspectives to inform decision-making processes.
Cross-connect	The Cross-connect between (SCLS Owner) Optical Distribution Frame (“ODF”) and OLO PoP hosted in the CLS.

Dense Wavelength Division Multiplexing (DWDM)	A technology used in fiber-optic communications for transmitting data simultaneously at different wavelengths along the same fiber.
Domestic Point of Handover (DPH)	A port in OLO Equipment in the rack/cabinet (PoP) located in (SCLS Owner) CLS.
Gigabit per second (Gbps)	A unit of data transfer rate equal to one billion (10^9) bits per second.
Gulf Bridge International (GBI)	A Qatar-owned submarine cable operator.
Hosting	Provision of a space required to host OLOs rack at the CLS.
Internet Protocol-Multi-Protocol Label Switching (IP-MPLS)	A technique for speeding up and shaping network traffic flows, often used in telecommunications networks.
Kilometre (Km)	A unit of length measurement equal to one thousand (10^3) meters.
Kilowatt (kW)	A unit of energy equal to the energy consumed by a one-kilowatt.
Kilowatt hour (kWh)	A unit of energy equal to the energy consumed by a one-kilowatt appliance operating for one hour.
Megabit per second (Mbps)	The term Megabits is used to show how one megabit of data can be transferred across a network in a second; abbreviated as Mbps.
Millimeter (mm)	A unit of length measurement equal to (10^{-3}) of a meter.
Ministry of Communications & IT (MCIT)	The government ministry responsible for formulating and implementing policies related to Communications and Information Technology (IT) sector in Qatar.
Monthly Recurring Charge (MRC)	Regular fees or charges assessed monthly for ongoing services or facilities.
National Development Strategy (NDS3)	A strategic plan developed by the government of Qatar to guide national development efforts and the implementation of Qatar National Vision 2030.
Non-Recurring Charge (NRC)	One-time fees or charges associated with the setup or activation of a service or facility.
Optical Distribution Frame (ODF)	A rack-mounted enclosure used to manage and distribute optical fibers within a network.
Other Licensed Operator (OLO)	Other Licensed Operator who is licensed to request services under the ROA for SCLS.

Points of Presence (PoPs)	Physical locations where telecommunication carriers and internet service providers (ISPs) can connect to each other's networks.
Power Distribution Units (PDUs)	Devices used to distribute electric power to various components within a system or facility.
Power Supply (PS)	The source of electrical energy provided to operate equipment or systems.
Qatar Internet Exchange (QIX)	An internet exchange point (IXP) located in Qatar, with the goal of creating local and international bandwidth exchange between Internet networks for the purposes of bettering Internet connectivity in the region and promoting economic development.
Qatar National Broadband Network (QNBN)	A Qatar entity licensed to provide passive dark fiber connectivity services to Qatar's communication service providers, government entities, and the private sector, on an open and non-discriminatory basis, nationwide.
Rack Unit (RU)	A unit of measure used to describe the vertical space occupied by equipment mounted in a standard 19-inch equipment rack, typically 1.75 inches (44.45 mm) in height.
Ready for Service (RFS)	Indicates when a service or facility is operational and available for use.
Reconfigurable Optical Add-Drop Multiplexer (ROADM)	A device used in fiber-optic networks to add, drop, and reroute optical signals without the need for manual intervention.
Service Level Agreements (SLAs)	Agreements specifying the level of services to be offered.
ROA for SCLS	Is the Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services.
Submarine Cable Landing Station (SCLS)	Means the (Insert name) Cable Landing station located in (insert address) and housing the optical fiber submarine cable system terminal equipment and that of associated terrestrial systems (as defined in ITU-T Rec. G.972 (10/2020));
Synchronous Digital Hierarchy/ Plesiochronous Digital Hierarchy (SDH/PDH)	Standardized protocols for synchronous data transmission over optical fibers or other media.

Uninterruptible Power Supplies (UPS)	Backup power systems designed to provide continuous power in case of electrical interruptions.
xWDM	Any form of Wavelength Division Multiplexing (WDM) where the number of wavelengths used is not fixed, allowing for scalability and flexibility in optical networks.

10. Abbreviations

AC	Air Conditioning
AI	Artificial Intelligence
AS	Access Seeker
AP	Access Provider
BTU	British Thermal Units
BTUH	British Thermal Units per Hour
CCTV	Closed-Circuit Television
CRA	Communications Regulatory Authority
CD	Consultation Document
CWDM	Coarse Wavelength Division Multiplexing
DWDM	Dense Wavelength Division Multiplexing
DPH	Domestic Point of Handover
Eth	Ethernet
GBI	Gulf Bridge International
Gbps	Gigabit per second
IP-MPLS	Internet Protocol-Multi-Protocol Label Switching
Km	Kilometer
kW	Kilowatt
kWh	Kilowatt hour
Kbps	Kilobits per second
Mbps	Megabits per second
mm	Millimeter
MCIT	Ministry of Communications & IT
MRC	Monthly Recurring Charge

NDS3	Third Qatar National Development Strategy 2024- 2030
NRC	Non-Recurring Charge
ODF	Optical Distribution Frame
OLO	Other Licensed Operator
OQ	Ooredoo Qatar
PoPs	Points of Presence
PDH	Plesiochronous Digital Hierarchy
PDU(s)	Power Distribution Unit(s)
PS	Power Supply
QICCA	Qatar International Center for Conciliation and Arbitration
QIX	Qatar Internet Exchange
QNBN	Qatar National Broadband Network
RU	Rack Unit
RFS	Ready for Service
ROADM	Reconfigurable Optical Add-Drop Multiplexer
ROA	Reference Offer for Access
SLA(s)	Service Level Agreement(s)
SCLS	Submarine Cable Landing Station
SDH	Synchronous Digital Hierarchy
UPS	Uninterruptible Power Supplies
VFQ	Vodafone Qatar
WDM	Wavelength Division Multiplexing

Appendix A

SCLS ROA STRUCTURE AND FRAMEWORK

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1. Structure of ROA for SCLS

This chapter outlines the structure of the ROA for SCLS. Please note that not all annexes of the ROA for SCLS need be populated if the information is not required or more clearly contained in another annex. The indicative text for Parts 1 and Part 2 is outlined in the CRA Model ROA for SCLS which is in Appendix B to this Consultation Document. The ROA for SCLS Annexes will be populated by the SCLS Owner when compiling his ROA for SCLS based on this framework.

ROA	Remarks
MAIN BODY	
Part 1: Acceptance Procedures	
1. Structure/Process	Introduces the Structure of the RO
2. Acceptance Notice	Explains the requirement of an Acceptance Notice, if OLO accepts ROA for SCLS
3. Assessment of Acceptance Notice	Provides information on reasons for non-conforming ROs and actions to be taken
4. Representations and Warranties	Provides representations and warranties by both, SCLS Owner and OLO
5. Effect of Variation	Explains SCLS Owner right to amend the ROA for SCLS
Part 2 Basic Conditions	
1. Definitions and Interpretation	Contains all definitions and hierarchy of definitions. Full details are to be given in Annex A – Definitions and Glossary of Terms
2. Commencement and Duration	Specifies commencement date and duration of RO
3. Scope	Defines scope of agreement and restricts services to those that are subject to the Agreement
4. Non-Discrimination	Contains concept of non- discrimination and requirement to provide equivalence regarding own network and OLO's network
5. Service Definitions	Introduces definition of SCLS services, including procedures, technical requirements, planning, and forecasting (if required) Details may be specified in Annex C – Service Schedule,
6. Alterations and Modifications	Provides detailed information on procedures of network alteration and requirements for data management (if required)

7. Services	Includes details regarding all services subject to the agreement. Full scope of services and service conditions are to be specified in Annex C – Service Schedule
8. Charging	Provides the structure and amount of charging for services. Details are to be specified in Annex H – Pricing and Charging
9. Technical Aspects	Details to be set out in Annex D – Technical Information
10. Interference with Services of Others	Contains procedures of handling non-compliant equipment
11. Operational Aspects	Full details may be provided in Annex G – Operational Procedures or Annex C – Service Schedule
12. Planning and Forecasting	Details to be specified in Annex F – Planning and Forecasting
13. Feasibility Studies	Contains information on feasibility requirements and procedures. Details might be specified in Annex F – Planning and Forecasting
14. Ordering and Cancellation	Provides information on ordering and cancellation process, Details might be specified in Annex F – Planning and Forecasting
15. Provisioning and Implementation	Provides information on provisioning and implementation requirements and procedures. Details might be specified in Annex F – Planning and Forecasting and/or Annex E – Service Level Agreement or Annex C – Service Schedule
16. Provision of Information	Contains information on the provision of information and confidentiality thereof. Details might be specified in Annex G – Operational Procedures or Annex C – Service Schedule (if required)
17. Quality of Service Measures	Specifies the quality parameters of the services. Details might be specified in Annex E – Service Levels
18. New Services	Provides rules and procedures for introduction of New Services
19. Billing and Payment	Contains information on billing and payment. Service specific Details may be set out in Annex B – Billing Processes and Procedures and Annex H – Pricing and Charging
20. Credit Assessment and Credit Risk Management	Provides information on the right to and procedures of credit vetting
21. Staff Safety and Network Protection	Provides information on staff safety and network protection requirements – this will be detailed in the Annex G – Operational procedures
22. Confidentiality and Disclosure	Provides information on confidentiality and disclosure of information requirements

23. Resolution of Disputes	Contains information on dispute resolution rules and procedures
24. Breach and Suspension	Contains rules and procedures for breach and suspension of services
25. Termination	Contains rules and procedures of terminating a Service
26. Notices	Contains rules and procedures of giving and receiving notices
27. Assignment and Novation	Contains requirements of written consent for changing the agreement
28. Relationship of Parties	TBC
29. Use of Sub-contractors	Provides information on conditions and rules for sub-contracting – may be detailed in Annex G – Operational procedures
30. Intellectual Property Rights	Contains provisions on intellectual property rights
31. Review	Contains rules and procedures for review of agreement and sets conditions for thereof
32. Entire Agreement	Statement that the agreement contains the whole agreement (no subsidiary agreement)
33. Survival and Merger	Provides information on clauses that survive expiry of the agreement
34. Waiver	Provides information on conditions of waivers
35. Consents and Approvals	Statement of acting reasonably regarding consent and approval seeking
36. Amendments	Provides information on conditions, rules and procedures to amend the agreement
37. Third Party Rights	Statement that each party acts solely in its own legal capacity
38. Counterparts	Provision on validity of counterparts
39. Costs, Expenses and Duties	Provision that each party must pay its own costs relating to the agreement
40. Obligations in Good Faith	Statement of acting in good faith
41. Insurance	Sets out requirement for insurance
42. Dealing with Government	Sets out conditions of dealing with government
43. No Prior Representations	Provision of no prior representation

44. Further Assurances	General assurance statement
45. Force Majeure	Sets out conditions on Force majeure
46. Warranties	Provides information on warranties and warranty requirements
47. Liability	Provides information and conditions on liabilities
48. Severability	General statement on validity of agreement (if individual clauses are unenforceable)
49. Governing Law	Statement that governing law is the Law of Qatar
50. Indemnities	Sets out rules and conditions of indemnity
ANNEXES	
ANNEX A: Definition and Interpretations	Contains all definitions and interpretations of the agreement
ANNEX B: Billing Processes and Procedures	Contains all billing processes and procedures of the agreement. Contains inter alia list of chargeable services, billing format, billing period, rules of invoicing, solving of disputes and payment conditions. This may be differentiated by services
ANNEX C: Service Schedule	Contains detailed service descriptions covering all services under the agreement
ANNEX D: Technical Information	Contains all technical information in relation to the agreement and required to execute the agreement
ANNEX E: Service Level Agreements	Contains service level agreements for all services and includes inter alia definition of KPIs, calculation of service levels, and monitoring of service levels – may be differentiated by service
ANNEX F: Planning & Forecasting	Contains all requirements, rules and procedures for planning and forecasting, including introduction of new services, forecasting requirements and rules, requirements of feasibilities, etc. May not be applicable for all services.
ANNEX G: Operational Procedures	Contains all requirements, rules and procedures for operations regarding the agreement. It contains, inter alia, testing arrangements, fault management, maintenance processes, etc. staff safety and network protection requirements
ANNEX H: Pricing and Charging	Contains all prices, charging structure and charging rules for all services under the Agreement

2. SCLS Services Framework

This section describes the SCLS Access services that the SCLS Owner is required to offer in the ROA for SCLS.

Below is the framework regarding the general requirements for the SCLS services to be offered under a ROA.

2.1. A Note on Terminology

For clarity of understanding of this framework, the terminology used in this document uses the terminology that has been used in previous CRA reference offers, but for clarification it is useful to deploy the terminology commonly used in other reference offers of this nature.

- The owner of the SCLS by whom the ROA for SCLS is issued is referred to as the **SCLS Owner**, which means the same as the term 'Access Provider' used in other jurisdictions. The term SCLS Owner may be replaced by the actual name of the operator, if preferred.
- The licensed operator seeking access to the international connectivity is referred to as the **Other Licensed Operator (OLO)**, which means the same as the term 'Access Seeker' used in other jurisdictions. The term OLO is used in the ROA for SCLS.

2.2. Principles for the SCLS Access Services Portfolio

The ROA for SCLS services described below are intended to:

- facilitate expansion the choice as regards access to international connectivity in Qatar's market;
- boost the attractiveness of Qatar to international submarine cable operators through a wide choice of potential customers for their international capacity available in Qatar that will support growth in data volumes and digital services;
- increase the attractiveness of Qatar to international submarine cable operators by facilitating transit connections between different international sea cables landing in Qatar; and
- contribute to the improvement of the robustness and resilience of Communications

Networks and Services in Qatar.

The services described are only related to open access to SCLS and do not apply to any other connectivity services that do not originate, terminate or transit through SCLS.

As a general principle, an OLO shall not be obliged to accept bundled services but shall be allowed to contract all SCLS services independently.

2.3. SCLS Access Services Rationale

CRA has carried out a comprehensive market assessment underpinning the ROA for SCLS that explored potential approaches of ensuring non-discriminatory access to domestic bottleneck infrastructure in the supply chain for international connectivity through submarine cables in the State.

Based on the assessment, the main findings related to the Cable Landing Station Access Services are as follows:

- The most SCLS services deemed most important during the industry interviews are:
 - Co-location,
 - Cross-connect,
 - Backhaul links, and
 - Managed services.
- International best-practice indicates that regulated pricing for SCLS services is predominantly cost-oriented.
- International best-practice also indicates that the adoption of documented technical procedures for SCLS services provides transparency towards the OLO (access seeker) during the ordering, contracting and operation processes.

2.4. SCLS Access Services Definitions

The scope of the SCLS Access services is defined as follows:

a) Co-location services

Co-location services mean the facilities at a submarine cable landing station (including building space, power, security, maintenance and repair and environmental services) which may be offered by the SCLS owner (access provider) to the OLO (access seeker) at the submarine cable landing station (SCLS), to facilitate access to the cable landing station (optionally including the installation of co-location equipment).

b) Cross-connect services

The cross-connect services consist of a cable link between the SCLS Owner (access provider) Optical Distribution Frame (ODF) and the OLO (access seeker) ODF located at its co-location space within the SCLS. A cross-connection provides connection of international capacity from the submarine cable to the OLO (access seeker) by means of cross-connect services.

c) Backhaul services

Backhaul services are domestic telecommunications cable links or circuits which connect the international capacity at SCLS to the infrastructure or equipment of the OLO at its network premises and/or point of presence (PoP).

d) Managed services

The SCLS managed services refer to network monitoring, systems management, and engineering support, including equipment provisioning, equipment reboots, specific configuration support, equipment racking, loading of operating systems, software security updates and backups. Some managed services also simplify and accelerate deployment, such as capacity planning, remote hands assistance in installation, operation, and maintenance and monitoring of the SCLS equipment.

The SCLS service portfolio is indicated in Figure 5 below.

SCLS Service Portfolio	
a) Co-location Services	
a.1) Physical / virtual co-location	a.2) Security
a.3) Power and cooling	a.4) Maintenance and repair

b) Cross-Connect Services	
b.1) Direct access	b.2) Port capacity
b.3) Grooming	b.4) SLAs
c) Backhaul Services	
c.1) Bandwidth for different capacities	c.2) Redundancy links
c.3) SLAs	
d) Managed Services	
d.1) Equipment provisioning	d.2) Maintenance and monitoring
d.3) Security	d.4) Capacity planning

Figure 5: SCLS Access Services Portfolio

2.5. Cable Landing Station Access Services in more detail

The following services are applicable to services offered to OLO's (access seeker) at an SCLS.

a) Co-location services

General description

Co-location services mean the facilities at a submarine cable landing station (including building space, power, security, maintenance and repair and environmental services) which may be offered by the SCLS Owner (access provider) to the OLO (access seeker) at the submarine cable landing station (SCLS), to facilitate access to the cable landing station (optionally including the installation of co-location equipment).

a.1) Co-location services

Co-location services may include:

- Physical co-location refers to the physical space at the SCLS offered by the SCLS Owner (access provider).

- Virtual / distant co-location refers to a location of the eligible OLO (access seeker) that is outside the submarine cable landing station, whether adjacent to or at a distant from such submarine cable landing station, and at which that OLO (access seeker) may install its equipment so as to access the international capacity from a submarine cable that lands in that submarine cable landing station. In other words, the OLO (access seeker) places its equipment externally to the SCLS owner's (access provider's) landing station and the SCLS owner (access provider) provides a link to that SCLS to connect to the submarine cable system. Such virtual co-location that enables remote access is often used in the case when actual physical co-location is simply not feasible, due to real space constraints or other limitations.

a.2) Security

Security refers to the physical control, monitoring and/or management of the co-location services within the SCLS premises. The services may include:

- Site access control services include the control of the right of entry to the SCLS Owner's (access provider's) SCLS co-location space, which is leased to the OLO (access seeker), in order that the OLO (access seeker) installs and operates a network element to provide communications services.
- Security guard services refer to site security personnel such as guards, security supervisors / escorts or site register control for visitors (such as identity check).
- Fencing, security caging and pad lock for unmanned SCLS.
- Security procedures and processes to ensure that its agents, representatives, or sub-contractors do not damage any network equipment and keeping the location secure and protected from vandalism or theft.

a.3) Power and cooling

SCLS power offered to OLO (access seeker) at SCLS facilities refers to the provision of electricity to support the operation of the equipment of the OLO (access seeker) at the SCLS. Power includes backup power in case of outages, through various power systems such as electrical generators, battery backup systems, power distribution units, UPS systems, and switchgear/transformers. SCLS require power for various essential functions, including network equipment, backup systems, security systems, and lighting.

Cooling systems manage heat generated by the OLO (access seeker) network equipment at the SCLS, ensuring optimal temperature. The SCLS provided cooling is a crucial system that ensures the optimal operating environment for all OLO (access seeker) equipment in a SCLS, removing heat and preventing malfunctions or breaks. Without proper cooling management equipment may malfunction, cause expensive damage, and cause SCLS services downtime.

Redundant power systems are essential for OLO (access seeker) at the SCLS for continuous operations to ensure uninterrupted services by providing a seamless power supply even if the primary power source fails. Key components of a redundant power system include Uninterruptible Power Supplies (UPS), backup diesel generators, Power Distribution Units (PDUs), and redundant power paths. In the event of a long-term power outage backup diesel generators supply power to the SCLS can operate for extended periods.

Environmental services offered to OLO (access seeker) may include ventilation, fire protection and others.

a.4) Maintenance and repair

Maintenance and repair offered to OLO (access seeker) at SCLS refer to the activities that involve checking, servicing, repairing, or replacing equipment and landing station building infrastructure. It is a time-based or equipment-based activity and could be categorized as preventive and corrective maintenance.

Best practice recommends to every OLO (access seeker) a balance between preventive and corrective maintenance to maintain quality and SCLS service continuity. Preventive maintenance is performed on a time-based activity that focuses on tasks like checking or inspecting fans, seals, cables, connections, batteries, and other supporting infrastructure like buildings, shelters, security, and fences.

It is essential to prevent equipment failures or malfunctions by following a comprehensive maintenance schedule. While preventive actions aim to maintain network operative status and SCLS facilities' condition, unexpected events may occur.

Generic Technical Description

The following Figure 6 describes the main components of the co-location services within a SCLS.

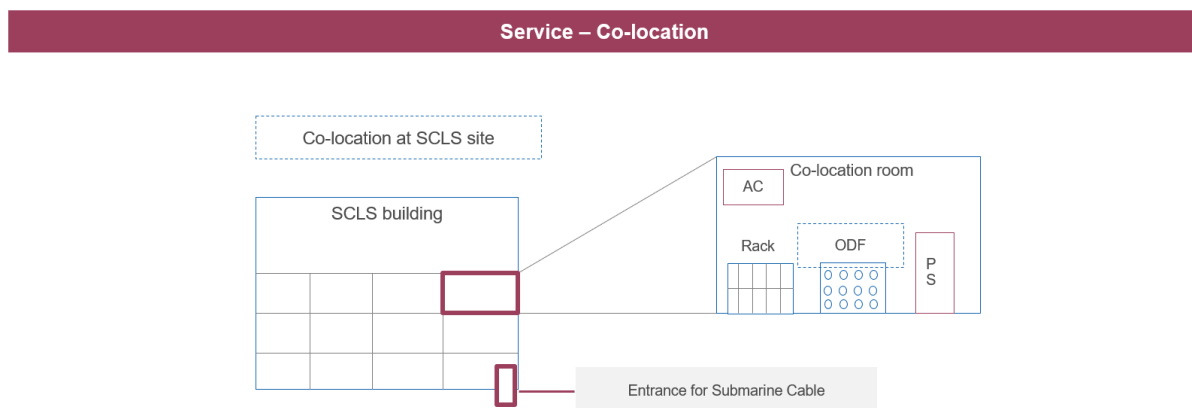


Figure 6: Service – Co-location

The technical functionality of a co-location service is to have the space to locate and install passive and/or active equipment for the connection of international capacity from the submarine cable system to the network of the OLO (access seeker).

The main components of a co-location services include the following in Figure 7:

Co-location Service Type	Description
SCLS Building	It is the network facility and building that accommodates the submarine cable system terminal equipment and accessories (e.g. DWDM, ROADM, power management controller, etc.).
Entrance for submarine cable	Refers to the manholes and ducts required by the submarine cable to access the SCLS building.

Co-location room	Refers to the room within the SCLS building offered by the SCLS Owner (access provider) for co-location services to the OLO (access seeker).
Air Conditioning (AC)	Refers to the air conditioning equipment dedicated to the co-location room.
Rack	Refers to the passive network element which consists of a physical steel framework that is designed to house networking devices, servers, cables and other SCLS equipment.
Optical Distribution Frame (ODF)	Refers to an Optical Distribution Frame used to provide cable connection. It can consist of housing fiber splicing, fiber termination, fiber optical adapters, connectors to enable seamless cable connection in a single unit.
Power Supply (PS)	Refers to the power supply to the co-location room to serve the OLO (access seeker) equipment and other required systems for operations.
Service Level Agreements (SLAs)	It will be subject to the technical configuration of the co-location services and other related commercial considerations.

Figure 7: Main Co-location Services

b) Cross-connect Services

General Description

The cross-connect services consist of a cable link between the SCLS Owner (access provider) Optical Distribution Frame (ODF) and the OLO's (access seeker's) ODF located at its co-location space within the SCLS. A cross-connection provides a local connection of international capacity from the submarine cable to the OLO (access seeker) by means of cross-connect services.

A cross-connect service may include the following in Figure 8:

Cross-Connect Service Type	Description
Passive Cross-Connect Cable	Provision of a passive cross-connect cable (also termed as direct access).
Active Cross-Connect	Provision of an active cross-connect on a per circuit basis and/or port
Grooming Services	<p>The active cross-connect services may be available with/without grooming and may include the rate / speed of:</p> <ul style="list-style-type: none"> • E1 (~ 2 Mbps) • E3 / DS3 (~ 45 Mbps) • STM-1 (~ 155 Mbps) • STM-4 (~ 620 Mbps) • 1 Gbps (~ 1000 Mbps) • STM-16 (~ 2480 Mbps) • STM-64 / 10 Gbps (~ 9920 Mbps / ~10000 Mbps) • 100 Gbps (~100000 Mbps)
Service Level Agreements (SLAs)	<p>It will be subject to the technical configuration of the cross-connect services and other related commercial considerations.</p> <p>(i) Provision of the following facilities:</p> <ul style="list-style-type: none"> • Space for installation of rack space, e.g.: 42-unit rack (600 mm *600 mm) to co-locate the equipment of the OLO (access

	<p>seeker).</p> <ul style="list-style-type: none"> • One secured electrical power source (KW / amperes / circuit breakers). • Environment services such as air-conditioning and humidity control.
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Figure 8: Cross-Connect Services

Generic Technical Description

The following Figure 9 describes the main components of cross-connect services within a SCLS.

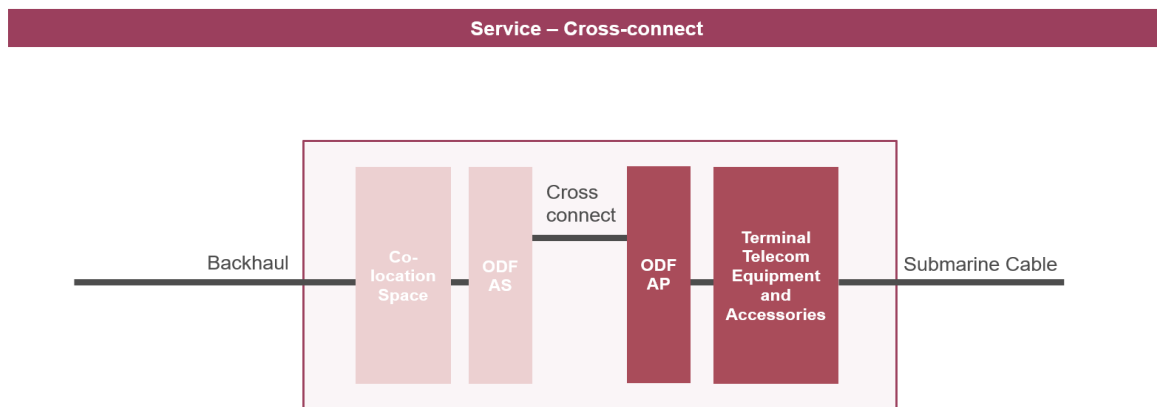


Figure 9: Service – Cross-Connect

The technical functionality of cross-connect services is to provide passive and/or active links between the OLO (access seeker) and SCLS Owner (access provider) network elements within the SCLS building.

The cross-connect service is the physical means to deliver international connectivity services to the OLO (access seeker), either to a hosted OLO's (access seeker's) equipment or to a backhaul link (passive or active). The cross-connect connectivity to backhaul links include to the OLO's (access seeker's) own backhaul or a backhaul provided by an operator licensed to provide such a service.

The main components of cross-connect service inside a SCLS building include the following in Figure 10:

Cross-Connect Service Type inside SCLS Building	Description
SCLS Building	It is the network facility and building that accommodates the submarine cable system terminal equipment and accessories (e.g. DWDM, ROADM, power management controller, etc.).
Co-location Space	Refers to the space in terms of room or rack or shelter within the SCLS building offered by the SCLS Owner (access provider) for co-location services to the OLO (access seeker).
Optical Distribution Frame - Access Seeker (ODF AS)	Refers to an Optical Distribution Frame used by the OLO (access seeker) to manage cable connections. It can consist of housing fiber splicing, fiber termination, fiber optical adapters, connectors to enable seamless cable connection in a single unit.
Optical Distribution Frame - Access Provider (ODF AP)	Refers to an Optical Distribution Frame used by the SCLS Owner (access provider) to manage cable connections. It can consist of housing fiber splicing, fiber termination, fiber optical adapters, connectors to enable seamless cable connection in a single unit.
Terminal Telecom Equipment and Accessories	Refers to submarine cable system terminal equipment and accessories (e.g., DWDM, ROADM, power management controller, etc.).
Cross-Connect	Refers to physical hardwire cable that provides connection between two different termination locations within an SCLS. Cross-connect service enables the OLO (access seeker) to establish a connection to the submarine cable system.

Figure 10: Cross-Connect Services inside a SCLS Building

c) Backhaul Services

General Description

c.1) Backhaul services are domestic telecom cable links or circuits which connect the SCLS to the infrastructure or equipment of the OLO (access seeker) at its network premises and/or

point of presence (PoP).

Under the co-location service, the backhaul capacity from the OLO (access seeker's) co-located equipment to the OLO's (access seeker's) point of presence (PoP) at the data center or IXP or any other network site is generally installed by the OLO (access seeker).

In the event there is no co-location space available, the SCLS Owner (access provider) should offer backhaul services to grant access to international connectivity.

Passive fiber backhaul connection for each scenario may be required from the submarine cable to the OLO's (access seeker's) data center or IXP or any other network site belonging to the OLO (access seeker) owning the fiber, or that of another licensed operator.

The provision of backhaul services may include the rate / speed of:

- Dark fiber (per fiber core or fiber pairs)
- E1 (~ 2 Mbps)
- E3 / DS3 (~ 45 Mbps)
- STM-1 (~ 155 Mbps)
- STM-4 (~ 620 Mbps)
- 1 Gbps (~ 1000 Mbps)
- STM-16 (~ 2480 Mbps)
- STM-64 / 10 Gbps (~ 9920 Mbps / ~10000 Mbps)
- 100 Gbps (~100000 Mbps)

Technologies may include SDH/PDH, xWDM (e.g.: DWDM, CWDM, others), wavelengths, Ethernet and IP-MPLS.

c.2) Redundancy links: The services can be delivered in a redundant configuration (1+1) or non-redundant (1+0).

c.3) Service Level Agreements (SLAs) will be subject to the technical configuration of the

backhaul services and other related commercial considerations.

Generic Technical Description

The following Figure 11 describes the main components of backhaul services within a SCLS.

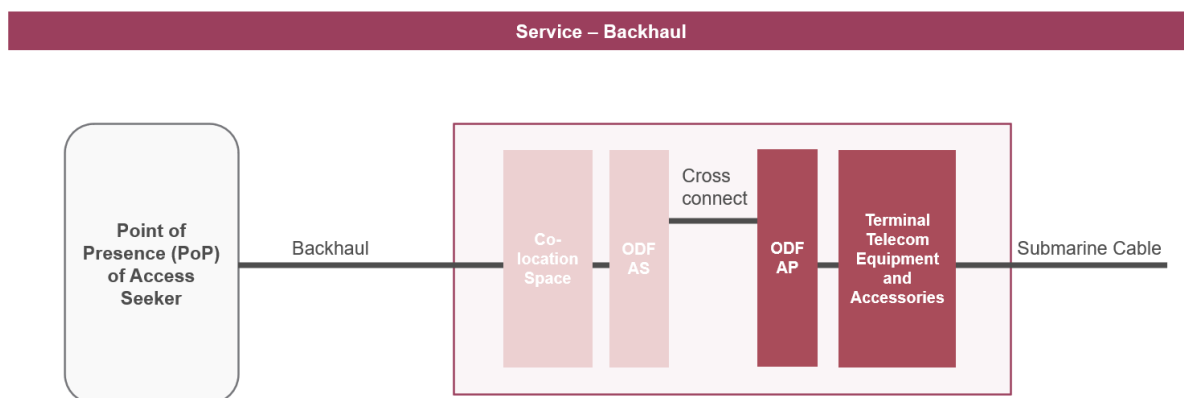


Figure 11: Service – Backhaul

The technical functionality of backhaul services is to provide passive cable link and/or active circuit which connects a cable landing station to the infrastructure or equipment of the OLO (access seeker).

The main components of a backhaul services include the following in Figure 12.

Backhaul Service Type	Description
SCLS Building	It is the network facility and building that accommodates the submarine cable system terminal equipment and accessories (e.g. DWDM, ROADM, power management controller, etc.).
Co-location Space	Refers to the space in terms of room or rack or shelter within the SCLS building offered by the SCLS Owner (access provider) for co-location services to the OLO (access seeker).

Optical Distribution Frame - Access Seeker (ODF AS)	Refers to an Optical Distribution Frame used by the Access Seeker (AS) to manage cable connections. It can consist of housing fiber splicing, fiber termination, fiber optical adapters, connectors to enable seamless cable connection in a single unit.
Optical Distribution Frame - Access Provider (ODF AP)	Refers to an Optical Distribution Frame used by the SCLS Owner (access provider) (AP) to manage cable connections. It can consist of housing fiber splicing, fiber termination, fiber optical adapters, connectors to enable seamless cable connection in a single unit.
Terminal Telecom Equipment and Accessories	Refers to submarine cable system terminal equipment and accessories (e.g., DWDM, ROADM, power management controller, etc.).
Backhaul	Refers to domestic cable links or circuits which connect the SCLS to the infrastructure or equipment of the OLO (access seeker) at its network premises and/or point of presence (PoP).
Point of Presence (PoP)	Refers to the infrastructure or equipment of the OLO (access seeker).

Figure 12: Main Backhaul Services

d) Managed Services

General Description

SCLS managed services refer to network monitoring, systems management, and engineering support, including equipment provisioning, equipment reboots, specific configuration support, equipment racking, loading of operating systems, software security updates and backups. Some managed services also simplify and accelerate deployment, such as capacity planning, remote hands assistance in installation, operation, and maintenance and monitoring of the SCLS equipment.

Generic Technical Description

The technical functionality of managed services is to provide specialized technical assistance. Services may include remote hands and eyes for the OLO's (access seeker's) network operation at the SCLS building.

Service Level Agreements (SLAs)

Service Level Agreements (SLAs) will be subject to the technical configuration of the Managed services included and other related commercial considerations.

3. Pricing and Charging

3.1. General Pricing and Charging Principles

The pricing and charging of the SCLS services shall be on the basis of cost orientation.

3.2. Service Elements for Pricing

Traditional SCLS pricing strategies are based on the following generic family of service elements of each service offering:

a) Co-location Services

a.1) Physical and Virtual / Distant Co-location

An indicative list of the physical and virtual / distant co-location service elements for pricing is given in the following Figure 13 below.

Physical and Virtual / Distant Co-location	Remarks
Rack space	Including/Excluding RU for Power or cable management drawer
Cabinet space	Options for different rack size
Area for a cage	For cage that allows access control within a building facility

Area for a shelter / container	Designated area for the installation of a modular shelter or container owned by the access seeker under specific requirements for access and supervision of the provider
Area for a building	Agreement for the use of a designated area to construct a building for the use of access seeker's network requirements
Area for a tower	Agreement for the use of a designated area to install a telecommunications tower for the use of access seeker's network requirements
Area for storage (parts, tools, others)	Designated area for the storage of parts, tools and other telecommunication's items by the access seeker's network operation
Area for a (van) parking	Designated area for parking access seekers' vehicles

Figure 13: a.1) Physical and Virtual / Distant Co-location

a.2) Power and Cooling

An indicative list of the power and cooling service elements for pricing is given in Figure 14 below.

Power and cooling	Remarks
Project study	Study for a co-location site installation
Power	Power consumed during a defined period of time in a SCLS co-location site
Power redundancy	Power redundancy refers to electricity grid power supply with one or two generator sets as back-up or without any generator set as back-up
Diesel generator	Diesel generator as back-up
Power SLA	Commercial agreement as a function of the power service availability within a period of time
Cooling SLA	Commercial agreement as a function of the cooling service availability within a period of time
Cooling	Cooling consumed during a defined period of time in a SCLS co-location site

Figure 14: a.2) Power and cooling

a.3) Security

An indicative list of the Security service elements for pricing is given in Figure 15 below.

Security	Remarks
Physical access / emergency physical access	Escorted entrance in the SCLS premises upon request
Site access control	On-site and remote eyes to restrict and control access to SCLS premises
Security guard services	On-site guard to restrict and control physical access to SCLS premises
Fencing, security caging and pad lock for unmanned SCLS	Remote and on demand on-site control to restrict and manage access to unmanned SCLS premises
Non-standard security procedures and processes	Security procedures and processes to ensure that agents, representatives, or sub-contractors do not damage any network equipment and keeping the location secure and protected from vandalism or theft
CCTV monitoring	Remote CCTV security control to supervise SCLS premises

Figure 15: a.3) Security

a.4) Maintenance and Repair

An indicative list of the maintenance and repair service elements for pricing is given in Figure

16 below.

Maintenance and Repair	Remarks
Remote hands support for maintenance	Technician on-site support to perform maintenance activities
Remote hands support for repair	Technician on-site support to perform repair activities
Technician with specialized skills	Technician on-site support to perform specialized activities (installation, civil works, network configuration, certified equipment installation, others)
Procurement support	Procurement support for SCLS operations
Tools and spare parts management support	Tools and spare parts management for SCLS operations
Storage facilities and logistics services	Reception and storage of spare parts, equipment and tools for SCLS operations

Figure 16: a.4) Maintenance and repair

b) Cross-Connect Services

An indicative list of cross-connect service elements for pricing is given in Figure 17 below.

Direct access, port capacity, grooming and SLA
Direct access (cross-connect cable)
E1 (~ 2 Mbps)
E3 / DS3 (~ 45 Mbps)

STM-1 (~ 155 Mbps)
STM-4 (~ 620 Mbps)
1 Gbps (~ 1000 Mbps)
STM-16 (~ 2480 Mbps)
STM-64/10 Gbps (~ 9920 Mbps)
100 Gbps (~ 10000 Mbps)

Figure 17: b) Cross-Connect services

c) Backhaul Services

An indicative list of backhaul service elements for pricing is given in Figure 18 below.

Backhaul Services
Direct access (dark fiber)
E1 (~ 2 Mbps)
E3 / DS3 (~ 45 Mbps)
STM-1 (~ 155 Mbps)
STM-4 (~ 620 Mbps)
1 Gbps (~ 1000 Mbps)
STM-16 (~ 2480 Mbps)
STM-64/10 Gbps (~ 9920 Mbps)
100 Gbps (~ 10000 Mbps)

Figure 18: c) Backhaul services

The prices for backhaul capacities offered on the SCLS owner's (access provider's) own backhaul capacities should in principle be based on the wholesale prices for point-to-point domestic (national) transmission services. In this case, cost recovery for the SCLS needs to be reflected in the cross connect charges.

d) Managed Services

An indicative list of managed service elements for pricing is given in the following Figure 19.

Equipment provisioning, maintenance and monitoring, security and SLAs
Network monitoring
Systems management
Engineering support
Equipment provisioning and equipment reboots
Specific configuration support
Equipment racking
Loading of operating systems, software security updates and backups

Figure 19: d) Managed services

3.3. Charging Mechanisms

Overview

General applied charging mechanisms for SCLS pricing methods shall be based on the following family of charging forms:

- **Non-Recurring Charge (NRC):** One-time charges occur once and are not recurring, impacting an operator's long-term performance and growth. They may be excluded from pro-forma financial statements or labeled as an extraordinary item.
- **Monthly Recurring Charge (MRC):** A monthly recurring charge is a monthly automatic charge a SCLS Owner (access provider) automatically charges an OLO (access seeker). This can be variable and not always fixed.

Charging Units

Charging units are a subset of the SCLS service family. A generic illustration of relevant charging units is shown below.

a) Co-location Services

a.1) Physical and Virtual / Distant Co-location

An indicative list of the physical and virtual / distant co-location items and the appropriate charging items is given in the following Figure 20.

Physical and Virtual / Distant Co-location	Units
Rack space	Per rack Unit (RU)
Cabinet space	Per rack
Area for a cage	Per square meter
Area for a shelter / container	Per square meter
Area for a building	Per square meter
Area for a tower	Per tower
Area for storage (parts, tools, others)	Per square meter / Per storage unit
Area for a (van) parking	Per parking unit

Figure 20: a.1) Physical and Virtual / Distant Co-location

a.2) Power and Cooling

An indicative list of the power and cooling items and the appropriate charging items is given in the following Figure 21.

Power and Cooling	Units
Project study	Per co-location site
Power	Per Kw hour (kWh)
Power redundancy	Redundant (1+1); No redundant (1+0)

Diesel generator	Dedicated, shared
Power SLA	SLA as time-of-service unavailability
Cooling SLA	SLA as time-of-service unavailability
Cooling	Per BTU hour, Watts

Figure 21: a.2) Power and cooling

a.3) Security

An indicative list of the security items and the appropriate charging items is given in the following Figure 22.

Security	Units
Physical access / emergency physical access	Per request, per escorted access / hour, within/outside office hours
Site access control	Per request, per personnel, per time, within/outside office hours
Security guards' services	Per request, per personnel, per time, within/outside office hours
Fencing, security caging and pad lock for unmanned SCLS	Per request, per personnel, per time, within/outside office hours
Non-standard security procedures and processes	Per request, per personnel, per time, within/outside office hours
CCTV monitoring	Per request, per personnel, per time, within/outside office hours

Figure 22: a.3) Security

a.4) Maintenance and Repair

An indicative list of the maintenance and repair items and the appropriate charging items is given in the following Figure 23.

Maintenance and Repair	Units
Remote hands support for maintenance	Per request, per personnel, per time and material, within/outside office hours, 24/7, with/without vehicle, with/without tools, repair time targets, response time target
Remote hands support for repair	
Technician with specialized skills	
Procurement support	Per request
Tools and spare parts management support	Per request
Storage facilities and logistics services	Per request per square meter

Figure 23: a.4) Maintenance and repair

b) Cross-Connect Services

An indicative list of the cross-connect items and the appropriate charging items is given in the following Figure 24.

Direct access, port capacity, grooming and SLA)	Units	Grooming	SLAs
Direct access (cross-connect cable)	Per cable	With or without grooming	With or without SLAs, SLAs depending on technical configuration, SLAs under specific requests
E1 (~ 2 Mbps)	E1 / Mbps		
E3 / DS3 (~ 45 Mbps)	E3 / DS3 Mbps		
STM-1 (~ 155 Mbps)	STM-1 / Mbps		
STM-4 (~ 620 Mbps)	STM-4 / Mbps		
1 Gbps (~ 1000 Mbps)	1 Gbps / Mbps		
STM-16 (~ 2480 Mbps)	STM-16 / Mbps		
STM-64/10 Gbps (~ 920 Mbps)	STM-64/10 Gbps / Mbps		
100 Gbps (~ 10000 bps)	100 Gbps / Mbps		

Figure 24: b) Cross-Connect Services

c) Backhaul Services

An indicative list of the backhaul items and the appropriate charging items is given in the following Figure 25.

Bandwidth for different capacities, redundancy links and SLAs	Units	Grooming	SLAs
Direct access (dark fiber)	Per fiber core, per fiber pair	Protected, unprotected.	With or without SLAs, SLAs depending on technical configuration, SLAs under specific requests
E1 (~ 2 Mbps)	E1 / Mbps		
E3 / DS3 (~ 45 Mbps)	E3 / DS3 Mbps		
STM-1 (~ 155 Mbps)	STM-1 / Mbps		
STM-4 (~ 620 Mbps)	STM-4 / Mbps		
1 Gbps (~ 1000 Mbps)	1 Gbps / Mbps		
STM-16 (~ 2480 Mbps)	STM-16 / Mbps		
STM-64/10 Gbps (~ 9920 Mbps)	STM-64/10 Gbps / Mbps		
100 Gbps (~ 10000 Mbps)	100 Gbps / Mbps		

Figure 25: c) Backhaul Services

d) Managed Services

An indicative list of the managed services items and the appropriate charging items is given in the following Figure 26.

Equipment provisioning, maintenance and monitoring, security and SLAs	Units
Network monitoring	

Systems management	Per request, per personnel, per time and material, within/outside office hours, 24/7, with/without vehicle, with/without tools, task time targets, response to request time
Engineering support	
Equipment provisioning and equipment reboots	
Specific configuration support	
Equipment racking	
Loading of operating systems, software security updates and backups	

Figure 26: d) Managed Services

Appendix B

MODEL ROA FOR SCLS

In this model ROA for SCLS, a proposed text for Part 1 and Part 2 has been included and may be used - this maintains consistency with existing reference offers as it is based on the established format for Reference Offers in Qatar and deploys the same terminology. The Annexes to the reference offer will be populated based on the framework structure and services in Appendix A.

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Main Body Overview

Pursuant to Decision No. xxx/year of the President of the Communications Regulatory Authority of Qatar (CRA) regarding the requirement to publish a Reference Offer for Access to Submarine Cable Landing Station International Connectivity Services (ROA for SCLS), XXXX (SCLS Owner) is publishing the present Reference Offer (ROA for SCLS). This ROA for SCLS consists of two parts.

- Part One sets out the procedures to accept the basic conditions contained in Part Two, which are necessary for an Agreement.
- Part Two, including the basic conditions and the Annexes, establishes the minimum terms and conditions on which (SCLS Owner) will enter into an Agreement with a Licensed Service Provider, i.e. Other Licensed Operator (OLO). The structure of the ROA for SCLS and how, after the Acceptance Procedure, the Agreement is reached is shown in the indicative chart below:

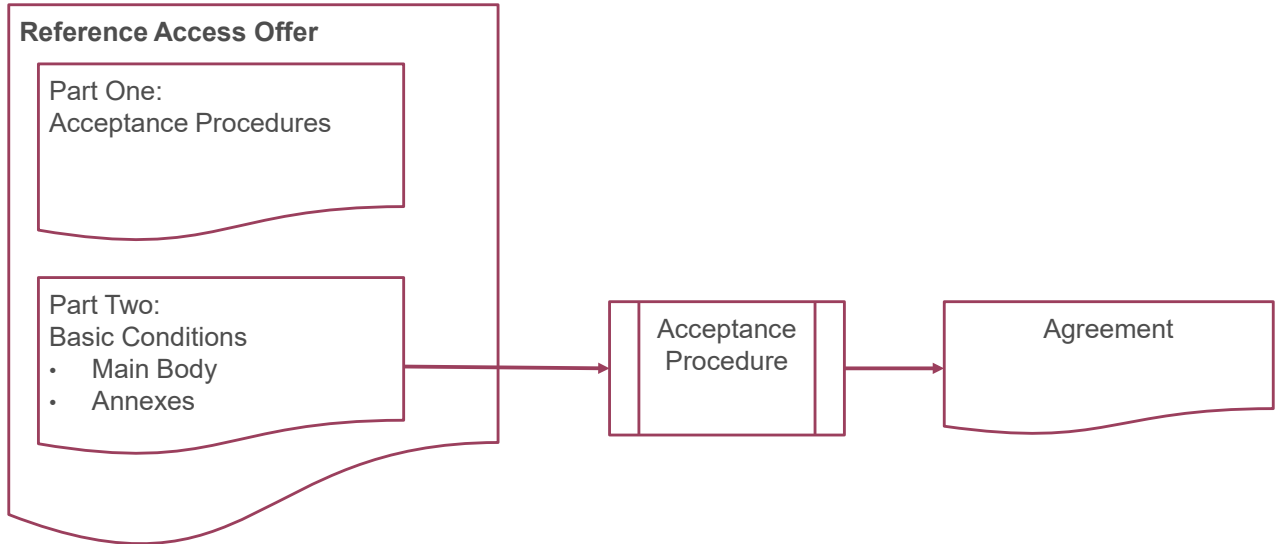


Figure 27: ROA Structure

Part 1: Acceptance Procedures

1. Structure/Process

Insert a Process Flow along the following lines:

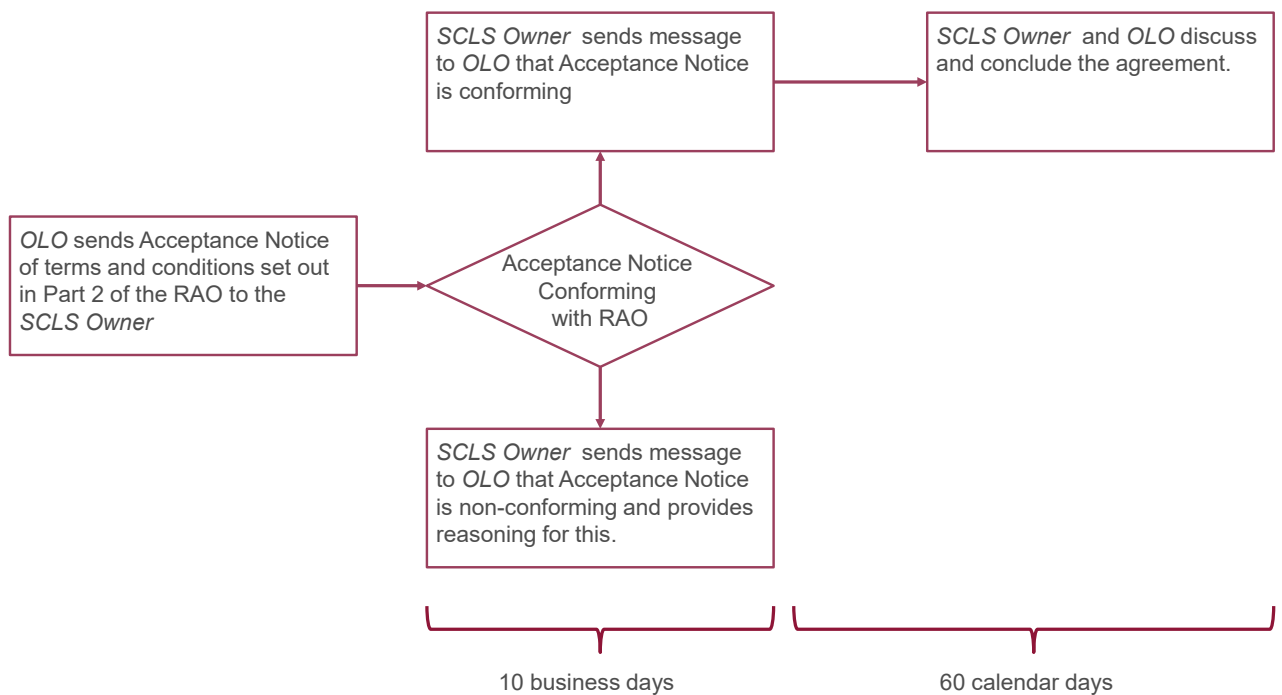


Figure 28: Acceptance Process Flow

2. Acceptance Notice

- 2.1. If a Licensed Service Provider is entitled by the terms of its License and the Applicable Regulatory Framework to acquire Services contained in Part Two (Qualified Licensee), the Qualified Licensee must submit to (SCLS Owner) a written acceptance of the terms and conditions set out in Part Two (Acceptance Notice).
- 2.2. A Qualified Licensee that submits such an Acceptance Notice shall be known as the Other Licensed Operator (OLO). The OLO, by submitting the Acceptance Notice, will become bound by the provisions of this ROA for SCLS, including the representations and warranties contained in clause 4.

2.3. The OLO shall submit the Acceptance Notice in writing to:

Insert Address

2.4. The OLO's Acceptance Notice must contain the following information:

- (a) The Services the OLO wishes to receive;
- (b) The type of license held by the OLO; and
- (c) A designated contact person.

Notwithstanding the provisions in clause 3, (SCLS Owner) will notify the OLO within ten (10) business days of whether it finds the Acceptance Notice conforming or non-conforming under clause 3.1, and provide reason if the Notice is found non-conforming. If (SCLS Owner) fails to notify the OLO within the above-mentioned ten (10) Days, the Acceptance Notice is deemed conforming. Except to the extent (SCLS Owner) finds the Acceptance Notice to be non-conforming under clause 3.1, and subject to clause 3, (SCLS Owner) and the OLO will, following submission by the OLO of the Acceptance Notice, use their reasonable endeavors to complete discussions to conclude an Agreement within sixty (60) Days of the receipt of the Acceptance Notice. If with the Acceptance Notice, the OLO has notified (SCLS Owner) that it is willing to enter into an Agreement based on the ROA for SCLS approved by CRA without amendments, (SCLS Owner) shall sign that Agreement within ten (10) Days of the Notification that the Acceptance Notice is conforming.

Conditions amending the terms and conditions of the ROA for SCLS can be negotiated but are subject to approval by CRA. In case there is no agreement between (SCLS Owner) and the OLO, the case shall be referred to CRA who will rule on behalf of the parties in accordance with Article 61 of the Telecommunications Law and with Article 47 of the Executive By-Law.

For the purposes of this ROA for SCLS, an Agreement entered into on terms and conditions consistent with those set out in Part Two of this ROA for SCLS shall be referred to as an Agreement.

If the OLO requests services outside the set of services listed in the CRA Decision dated [xxxx], the terms and conditions for the provision of such services can be separately negotiated by the Parties and can remain outside the scope of the Agreement.

3. Assessment Of Acceptance Notice

3.1. (SCLS Owner) may find an Acceptance Notice to be non-conforming if:

- (a) The OLO is not a Qualified Licensee;
- (b) The OLO has not provided a notification in accordance with the requirements of clause 2.4, or the information contained in the Acceptance Notice is missing, inconsistent or incomplete; or
- (c) (SCLS Owner) is already supplying the Services that are the subject of the Acceptance Notice to the OLO pursuant to an existing agreement and the OLO has not notified (SCLS Owner) of its intention to terminate the provision of the Services under that existing agreement.

If (SCLS Owner) finds an Acceptance Notice to be non-conforming under this clause 3 it will:

- (a) Notify the OLO in writing within ten (10) Business Days of receipt of the Acceptance Notice;
- (b) Provide reasons for rejection to the OLO with the notice in paragraph 3.2 (a); and (c) Not be required to enter into an Agreement pursuant to the Acceptance Notice. The OLO may submit a revised Acceptance Notice.

4. Representations and Warranties

4.1. By submitting an Acceptance Notice, the OLO represents and warrants that:

- (a) it has power to enter into and observe its obligations under an Agreement;
- (b) it has in full force and effect the authorizations necessary to enter into an Agreement, observe obligations under it and allow it to be enforced;
- (c) its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms; and
- (d) The information provided by it to (SCLS Owner) in its Acceptance Notice is complete, true and correct, and not misleading.

4.2. (SCLS Owner) represents and warrants that:

- (a) it has power to enter into and observe its obligations under an Agreement;
- (b) it has in full force and effect the authorizations necessary to enter into an Agreement, observe the obligations under it and allow it to be enforced; and
- (c) its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms.

Each Party agrees to indemnify the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the other Party, which arises out of or in connection with any breach of any of the representations given in this clause 4.

5. Effect of Variation

5.1. (SCLS Owner)

- (a) may amend this ROA for SCLS from time to time with the approval of CRA or
- (b) must amend the ROA for SCLS if directed by CRA to do so pursuant to the Applicable Regulatory Framework. CRA may give the OLO and other industry stakeholders the opportunity to make representations before giving its approval or instruction to (SCLS Owner). For the avoidance of doubt, (SCLS Owner) will continue to provide services to the OLO during such period.

Without prejudice to an OLO's right to dispute a change to the ROA for SCLS, where an Agreement is based on an ROA for SCLS, an amendment to an ROA for SCLS will be deemed to alter the relevant terms and conditions of that Agreement. However, if the OLO disputes the change to the ROA for SCLS that are directed by CRA pursuant to clause 5.1 above, no amendments to the Agreement will be deemed to occur unless and until such dispute is resolved.

Part 2 Agreement on Services

1. Definitions and Interpretation

In this **ROA for SCLS**, except in cases in which the context would require otherwise, words and terms shall be defined based on the definitions contained in Annex A – Definitions.

1.1. If there is any inconsistency between the documents comprising this ROA for SCLS Agreement, the documents will be given priority in the following, to the extent necessary to resolve that inconsistency:

- (a) This Main Body;
- (b) Annex H – Price List;
- (c) the other Annexes;
- (d) the attachments; and
- (e) any other document referred to in this ROA for SCLS Agreement.

1.2. In the event of conflict or ambiguity between the terms defined in the Agreement and terminology used elsewhere, the following sources should guide the interpretation of the term, which is presented in a hierarchical order:

- (a) The Agreement itself
- (b) The regulatory framework including the Telecommunications Law and the Telecommunications Executive Bylaw
- (c) The Licenses

2. Commencement and Duration

2.1. An Agreement based on this ROA for SCLS takes effect on the Commencement Date and shall continue until the expiry or revocation of (**SCLS Owner's**) License or the termination of the Agreement in accordance with its terms, whichever comes first.

2.2. In the event that all or a material part of either Party's License is suspended or terminated, the other Party may suspend or terminate an Agreement (or such part thereof as may be reasonable in the circumstances) by notice in writing, copied to CRA, to the Party whose License has been suspended or terminated.

3. Scope

- 3.1. (SCLS Owner) will provide Services to the OLO pursuant to the terms of this Part Two of this ROA for SCLS.
- 3.2. Neither Party shall do anything or cause or permit anything to be done to cause any Service not covered by this ROA for SCLS to be presented to the other Party as a Service which is applicable to or covered by this ROA for SCLS.

4. Non-Discrimination

- 4.1. Notwithstanding other provisions in the Applicable Regulatory Framework, (SCLS Owner) shall treat the OLO and all requests that the OLO makes for SCLS Services as set out in Annex C - (Service Schedule) or new Services as requested in accordance with Annex F – Planning, Forecasting and Provisioning including price and non-price related terms), in a fair, reasonable and non-discriminatory manner.
- 4.2. Subject to any reasonable technical limitations, (SCLS Owner) will provide the OLO with the same terms and conditions required for the infrastructure of the OLO's networks, as (SCLS Owner) provides for itself, or its affiliates and subsidiaries. (SCLS Owner) shall not extend to itself any undue preference.

5. Service Definitions

- 5.1. The Service Descriptions in Annex C provide for definitions and descriptions of the Services offered.

6. Alterations and Modifications

- 6.1. Each Party shall make alterations and modifications in accordance with Annex G - Operational Procedures.

7. Services (Description)

7.1. The Service Descriptions in Annex C provide for definitions and descriptions of the Services offered.

8. Charging

8.1. The structure and the amount of the charges for the provision of Services are specified in Annex H - Price List. Charges will be calculated on the basis set out in Annex H - Price List, and billed and collected in accordance with the processes and procedures specified in Annex B – Billing Processes and Procedures.

9. Technical Aspects

9.1. The Parties shall comply with their respective obligations relating to the technical aspects of the Services as set out in Annex D - Technical Information

10. Interference with Services of Others

10.1. Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this ROA for SCLS to ensure that its Network does not endanger the safety or health of employees, contractors, agents, customers of the other Party or the general public. All appropriate safety precautions required pursuant to applicable laws of the State of Qatar shall be strictly followed at all times. Subject to Clause 50, neither Party shall be held responsible for any consequences resulting from the other Party's negligence in this regard. Each Party shall ensure that connection of its Network and equipment to the Network and equipment of the other Party does not:

- (a) interrupt, interfere with, degrade, or impair service over any of the facilities comprising the other Party's Network or any circuits or facilities of any other entity connected to the other Party's Network;
- (b) breach or impair the security or privacy of any communications over such circuits or facilities;

- (c) cause damage of any nature to the other Party's Network; or
 - (d) create hazards to employees of the other Party or users of the other Party's Network or any Third Party.
- 10.2. When either Party has reasonable grounds to believe that the other Party is using equipment which is not Compliant Equipment or is otherwise causing interference to the Services (or any other service, including Third Party operator services), the Party shall:
- (a) notify the other Party of its reasonable grounds for believing that there is use of equipment which is not Compliant Equipment or interference taking place; and
 - (b) give the other Party a reasonable opportunity to demonstrate that this is not the case or to remedy the situation.
- 10.3. Where a Party's equipment is not Compliant Equipment or is otherwise causing interference to other service, (including Third Party operator services) the Party shall remedy such interference as soon as practicably possible.
- 10.4. If a Party's equipment adversely affects the normal operation of the other Party's or any Third Party operator services, or is a threat to any person's safety, in an emergency the Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as may be reasonable, to ensure the normal operation of the Party's system or any Third Party operator system or reduce the threat to safety.
- 10.5. If a Party reasonably considers that the equipment used by the other Party is not Compliant Equipment, the other Party shall, on request from the first Party, take such steps as are required, including, if necessary, disconnection of any necessary equipment, in order to permit the Party to test the characteristics of the equipment.
- 10.6. The relevant equipment shall be reconnected as soon as practicable when the situation has been remedied.

11. Operational Aspects

- 11.1. The Parties shall comply with their respective obligations relating to the operational aspects as outlined in Annex G - Operational Procedures in a timely and professional manner.

11.2. Each Party will be entitled to undertake any operational testing or maintenance in accordance with Annex G - Operational Procedures.

11.3. Each Party will obtain and maintain all necessary licenses and consents required by the Governmental Authorities to meet their obligations under the terms of this ROA for SCLS.

12. Planning and Forecasting

12.1. (SCLS Owner) and the OLO will cooperate in planning and implementing the provision of Services by (SCLS Owner) to the OLO to ensure as far as possible that their respective networks work together efficiently and effectively. Such cooperation will include, but is not limited to, the mutual exchange of relevant capacity information and network topology information (subject to any confidentiality and/or competitive considerations).

12.2. The planning and forecasting procedures shall be as set out in Annex F – Planning, Forecasting and Provisioning

13. Feasibility Studies

13.1. The feasibility study procedures shall be as set out in Annex F – Planning, Forecasting and Provisioning

14. Ordering and Cancellation

14.1. The ordering and cancellation procedures shall be as set out in Annex F – Planning, Forecasting and Provisioning

15. Provisioning and Implementation

15.1. The provisioning and implementation procedures shall be as set out in Annex F – Planning, Forecasting and Provisioning

16. Provision of Information

16.1. Upon request, (SCLS Owner) will provide to any Qualified Licensee within ten (10) Business Days all necessary support, access for site inspection and data regarding (SCLS

Owner) network. The data is provided for the sole purpose of enabling the Qualified Licensee to consider whether to request SCLS Services from (SCLS Owner) pursuant to this ROA for SCLS.

- 16.2. Subject to a Party's obligations of confidentiality to Third Parties, a Party may request and the other Party shall provide information on protocols in use by that other Party which are required for provision of Services specified in this ROA for CLS, if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.
- 16.3. Notwithstanding any provision of this ROA for SCLS, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure.
- 16.4. The Disclosing Party will use reasonable endeavors to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information. If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 16.5. 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 imposed and identified, including those relating to confidentiality as per clause 22, by the Disclosing Party or any third party at the time when the information was provided. The agreement shall not require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality.

17. Quality of Service Measures

- 17.1. (SCLS Owner) shall provide Services to the OLO under the same conditions and quality as it provides for its own service operations or those of its affiliates.
- 17.2. (SCLS Owner) and the OLO shall use all reasonable endeavors to meet or exceed the Target Quality of Service Levels as specified in Annex E - Service Level Agreements.

18. New Services

18.1. An OLO may request from the (SCLS Owner) new regulated services. The provisions and processes for new regulated services are set out in Annex F – Planning, Forecasting and Provisioning.

19. Billing and Payment

19.1. The Parties shall bill and pay each other in accordance with the procedures outlined in Annex B – Billing Processes and Procedures and Annex H - Price List.

19.2. The Charges include all taxes and surcharges. Invoices are due and payable in Qatari Riyals. Invoices will be dated as of the date of issue of the invoice (the Issue Date) and are payable on or before the “Due Date” which is thirty (30) Calendar Days from the Issue Date.

19.3. Each Party shall provide to the other invoices of all amounts due to it, calculated in accordance with the provisions of Annex B – Billing Processes and Procedures and Annex H - Price List.

19.4. Neither (SCLS Owner) nor the OLO will be entitled to set off Charges owed to it under this Agreement or in dispute between the Parties against any charges that (SCLS Owner) or the OLO owes to the other Party under a separate agreement between the Parties.

20. Credit Assessment and Credit Risk Management

20.1. (SCLS Owner) may carry out credit vetting of a prospective OLO. The method to be used by (SCLS Owner) will be communicated to the OLO and will be applied consistently to all OLOs.

20.2. If the result of the credit vetting of a prospective or existing OLO confirms that the provision of Services poses a financial risk which is greater than can be controlled by a credit limit (which (SCLS Owner) shall justify), (SCLS Owner) has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved. 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 a means such as bank deposit or guarantee, and (SCLS Owner) shall not unreasonably refuse to accept any other typical form of financial guarantee proposed by the OLO. 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 relating to OLO set out in clause 21.4 shall apply.

20.3. (SCLS Owner) may carry out credit vetting of an existing OLO where (SCLS Owner) has reasonable concern about the ability of the OLO to cover debts including without limitation where (SCLS Owner) has evidence of a poor payment history or the OLO's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the OLO and will be standard to all OLOs. However, if the OLO does not agree with the results of the credit vetting process then the OLO shall be entitled to invoke the Dispute Resolution Procedure.

20.4. Should the result of credit vetting of an existing OLO confirm the existence of a financial risk, (SCLS Owner) 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 Service payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and (SCLS Owner) shall not unreasonably refuse to accept any other form of financial guarantee proposed by the OLO. 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.

20.5. A financial security may only be required by (SCLS Owner) where (SCLS Owner) has assessed credit risk in accordance with clause 20.2, 20.3 or 20.4. For avoidance of doubt, any Disputes relating to credit vetting and credit management shall be subject to the conditions set out in clause 23 of this ROA for SCLS.

21. Staff Safety and Network Protection

21.1. Detailed where appropriate in Annex G – Operational procedures.

22. Confidentiality and Disclosure

22.1. The Receiving Party must:

- (a) keep confidential all Confidential Information and not disclose it to anyone except as permitted under this ROA for SCLS;
- (b) use all Confidential Information solely for the purpose for which it was supplied;
- (c) not disclose the information or use the information for any anti-competitive purpose; and
- (d) not copy or record in any other form any part of the Confidential Information except as is strictly necessary for the Approved Purpose.

22.2. Information provided by the Disclosing Party for the purposes of SCLS Services shall only be used by relevant staff within the Receiving Party for Services and shall not be made generally available within the Receiving Party's company, and shall not be provided to retail or sales divisions.

22.3. 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 the provisions of this clause 22 and with any reasonable conditions imposed and expressly identified and notified to the Receiving Party, by the Disclosing Party at the time when the information was provided.

22.4. Nothing in this ROA for SCLS shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Qatari laws.

22.5. The provisions of this clause 22 shall not apply to any information which:

- (a) is already in the possession of or is known by the Receiving Party prior to its receipt provided that the Receiving Party is not bound by any existing obligation of confidentiality in respect of such information;
- (b) is in or comes into the public domain other than by default of the Receiving Party;
- (c) is obtained by the Receiving Party from a bona fide Third Party having free right of disposal of such information and without breach by the Receiving Party of this clause 22.5(c);

- (d) is required to be disclosed by any competent court, CRA or any Government Authority entitled to receive such information;
- (e) is properly disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a stock exchange;
- (f) is disclosed by the Receiving Party where such disclosure is authorized by the original Disclosing Party in writing to the extent of the authority given; or
- (g) is or has already been independently generated by the Receiving Party.

22.6. The Receiving Party must notify the Disclosing Party of the particulars of the intended disclosure and the reason for the disclosure before disclosing Confidential Information under clause 22.5 and shall in such circumstances limit such disclosure as far as possible in accordance with any applicable law.

22.7. The Disclosing Party may give a notice to the Receiving Party that its right to use Confidential Information ceases if:

- (a) the Disclosing Party considers, in its reasonable opinion, that any of the Confidential Information is no longer required by the Receiving Party for the Approved Purpose;
- (b) the Approved Purpose is completed or terminated; or
- (c) the Receiving Party breaches conditions set out in this ROA for SCLS.

22.8. If the Disclosing Party gives a notice under clause 22.7, the Receiving Party must immediately do the following things:

- (a) Stop using the Confidential Information, or the notified part of it;
- (b) Return to the Disclosing Party all the Disclosing Party's Confidential Information in its possession or control or in the possession or control of persons who have received information from it under this clause 22; or
- (c) Destroy or delete (as the case may be) the Confidential Information.

22.9. The obligations of confidentiality under an Agreement continue to apply to a Party even if:

- (a) the Approved Purpose is completed or terminated; and
- (b) the Receiving Party has returned, destroyed or deleted the Confidential Information in accordance with clause 22.8.

22.10. The Parties acknowledge that:

- (a) a breach of this clause 22 may cause damage to the other Party; and
- (b) monetary damages alone would not be adequate compensation to a Party for the other Party's breach of this clause 22, and that a Party is entitled to seek specific performance or injunctive relief for a breach or apprehended breach of an Agreement under this ROA for SCLS.

23. Resolution of Disputes

23.1. In the event of any Dispute arising between the Parties relating to or arising out of the ROA for SCLS Agreement, including, but not limited to, the implementation, execution, interpretation, rectification, termination or cancellation of an Agreement, the Parties shall use their reasonable endeavors to resolve such Disputes by meeting within ten (10) Business Days of receipt of written notice of the Dispute by one Party to the other (or such longer time as mutually agreed by the Parties) to negotiate in good faith in an effort to settle such Dispute. Timelines may be extended by a written mutual agreement between the Parties specifying the extended timeline. The Parties must negotiate in good faith to resolve the Dispute within fifteen (15) Business Days (or such longer time as mutually agreed by the Parties).

23.2. Should the Parties fail to resolve the Dispute after having negotiated in good faith pursuant to clause 23.1 for not less than fifteen (15) Business Days or an extended timeframe mutually agreed upon in writing, either Party may upon service of notice to the other Party refer the Dispute to:

- (a) CRA, in accordance with CRA Dispute Resolution Rules issued under Article 61 of the Telecommunications Law. The Parties agree to accept the decision as final and binding or appeal it; or
- (b) conciliation and arbitration according to clause 23.4 and clause 23.5. The Party referring

the Dispute to conciliation and arbitration shall notify CRA.

23.3. During the period of Dispute, (SCLS Owner) shall maintain supply of any existing services.

23.4. Where a Dispute concerning the conclusion, execution, validity, interpretation, termination or dissolution of this ROA for SCLS is referred to conciliation and arbitration in accordance with clause 23.2(b), 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 (QCCI) or such other rules as agreed to by the Parties in writing. The following principles will apply to the conciliation process:

- (a) The conciliator shall have the appropriate qualifications and experience to solve the Dispute, including knowledge of the telecommunications industry and legal qualifications;
- (b) The conciliator shall not be or related to an officer, director, or employee of a telecommunications company in Qatar or of an affiliate of a telecommunications company in Qatar or otherwise have a potential for conflict of interest;
- (c) The place at which the conciliation takes place shall be Doha, Qatar, and the language of the conciliation shall be English; and
- (d) 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 in accordance with clause 23.5.

23.5. If a Dispute referred to conciliation in accordance with clause 23.2(b) is not resolved within thirty (30) Business Days through conciliation pursuant to clause 22.2, it shall be submitted to arbitration according to the rules of Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry or such other rules as agreed to by the Parties in writing. The following principles will apply to the arbitration process:

- (a) The arbitrators shall have the appropriate qualifications and experience to solve the Dispute, including knowledge of the telecommunications industry and legal qualifications;

- (b) The arbitrators shall not be officers, directors, or employees of a telecommunications company in Qatar or of an affiliate of a telecommunications company in Qatar or otherwise have a potential for conflict of interest;
 - (c) The arbitration shall be binding upon the Parties;
 - (d) The place at which the arbitration takes place shall be Doha, Qatar, and the language of the conciliation shall be English; and
 - (e) All costs of the arbitration procedure shall be paid by the losing party.
- 23.6. The Parties acknowledge and agree that any Dispute and/or arbitral proceedings may take longer than six (6) months and that such circumstances shall not form the basis of a procedural challenge to any arbitral award subsequently delivered.
- 23.7. The time limits specified in clause 23.1 and clause 23.2 above may be extended by mutual agreement between the Parties.
- 23.8. The procedures set out in this clause 23 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 ROA for SCLS.
- 23.9. The procedures set out in this clause 23 shall not prevent any Party from:
- (a) seeking (including obtaining or implementing) interlocutory, injunctive or any other immediate pre-emptory or equivalent relief from CRA or the competent courts in Qatar in order to protect their interest in cases of urgency.
- 23.10. Each Party will continue to fulfil its obligations under the applicable laws of Qatar and this ROA for SCLS pending any Dispute resolution and shall keep their networks connected for the provision and conveyance of calls between their respective networks.

24. Breach and Suspension

- 24.1. Subject to clause 24, if One Party's Network seriously and adversely affects the normal operation of the Other Party's Network, is reasonably believed to pose a threat to Network security or is a threat to any person's safety, the affected Party shall immediately inform the affecting Party. The affecting Party shall take immediate action to resolve the problem.

In the event that normal operation of the Network is not restored or removal of the threat to Network security or of threat to any person's safety is not reached in a reasonable period of time or if the matter is extreme, the affected Party may suspend, but only to the extent necessary, such of its obligations under an agreement based on this ROA for SCLS, and for such period as it may consider reasonable to ensure the normal operation of its Network or to remove the threat to Network security or safety. Such suspension shall be immediately notified in writing to both the other Party and CRA and may continue unless the normal operation of the Network is restored or removal of the threat to Network security or of threat to any person's safety is reached.

24.2. In addition to clause 24.24.1 and subject to clause 24, a Party (Suspending Party) may also suspend the supply of the Service (as the case may be) by providing written notice to Other Party, copied to CRA, if:

- (a) the other Party has committed a Service affecting material breach of this Agreement, the Suspending Party has given a five (5) Business Days' time limit (or shorter in case of emergency) by serving a written notice of such breach to the other Party, copied to CRA, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy including potential suspension or termination and the other Party has failed to rectify such breach within that time;
- (b) the other Party has committed a non-Service affecting material breach of this Agreement (including, but not limited to, failure to pay any sum, whether in respect of any one or more Services, for which the other Party has been invoiced), the Suspending Party has given a ten (10) Business Days' time limit by serving a written notice of such breach to the other Party, copied to CRA, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy including potential suspension or termination and the other Party has failed to rectify such breach within that time;
- (c) in the Suspending Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used the Service in contravention of law and the Suspending Party has the necessary confirmation from CRA or the relevant governmental agency that the other Party is in contravention of law,
- (d) compliance with legal or regulatory obligations requires this action immediately,

- (e) continued operation of this Agreement or the Service (as the case may be) would be unlawful or would pose an imminent threat to life or property, or
- (f) any material information provided or representation made by OLO to (SCLS Owner) is untrue, false, misleading or inaccurate and has an adverse material impact on (SCLS Owner) in relation to its supply of Services.

24.3. A Suspending Party must only suspend an Agreement under this ROA for SCLS or the supply of a Service (as the case may be):

- (a) after first giving advance notice to OLO of its intention to seek the written approval of CRA to suspend the Agreement or Services,
- (b) after then obtaining written approval from CRA within five (5) Business Days of notifying CRA. Approval will be deemed to have been granted if no response is obtained from CRA within five (5) Business Days, and
- (c) only to the extent necessary to address the relevant cause of the suspension.

24.4. The Suspending Party will lift the suspension of the Agreement or Services (as the case may be) as soon as possible after the reason for the suspension has ceased.

24.5. If an Agreement under this ROA for SCLS is suspended under this Clause 24 for more than forty (40) Business Days, the Suspending Party may terminate the Agreement with immediate effect by giving the other Party written notice, copied to CRA.

Upon suspension of Services,

- (a) the supply of the suspended Service will cease,
- (b) the provision of other Services not covered by the suspension, will continue and not be affected in accordance with clause 24,
- (c) the Agreement will otherwise remain in full force and effect, and
- (d) the other Party must continue to pay any Charges in respect of the suspended Service for the duration of the suspension of that Service, together with any other Charges for other Services that are not subject to suspension.

24.6. For the avoidance of doubt, the term of an Agreement under this ROA for SCLS will not be affected by any suspension of a Service or an Agreement (as the case may be).

24.7. The Suspending Party will not be liable to the other Party for any loss or damage (including any Consequential Loss) that the other Party may have suffered as a result of a valid suspension of a Service or an Agreement (as the case may be).

25. Termination

25.1. If either Party (Defaulting Party) is in material breach of an Agreement under this ROA for SCLS (including failure to pay an undisputed sum due hereunder), the other Party (Affected Party) may serve a written notice to the Defaulting Party (Breach Notice), copied to CRA, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy, including potential termination of an Agreement. The Affected Party shall in its copy of the Breach Notice to CRA request CRA's approval to allow the Affected Party to terminate the Agreement or a Service in the event that the Defaulting Party does not remedy the breach in accordance with an Agreement under this ROA for SCLS.

25.2. Notwithstanding the provisions of clause 24.2 of this ROA for SCLS, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice, or if there is no reasonable possibility of remedy, the Affected Party may, until such breach is remedied, undertake the actions stated in the Breach Notice, including suspending performance of its obligations under an Agreement under this ROA for SCLS in accordance with clause 24.3, as may be reasonable under the circumstances.

25.3. The Affected Party may terminate an Agreement under this ROA for SCLS or the relevant Services under it, as the case may be, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice and after having obtained the written approval from CRA pursuant to clause 25.1 to terminate the Agreement or a Service. Such approval from CRA is deemed granted upon the expiry of five (5) Business Days after submission of such request.

25.4. An Agreement under this ROA for SCLS may be terminated by either Party by written notice forthwith to the other Party if any one of the following occurs:

(a) A Party formally commences bankruptcy proceedings;

- (b) Bankruptcy proceedings are formally commenced against a Party; or
- (c) A Party ceases to carry on business.

25.5. The OLO may terminate any or all Service(s) at any time without reason or without cause on one (1) month notice in writing to (SCLS Owner) provided that, in the event of any such termination the OLO shall pay the balance of the Charges for that Service for the remainder of the minimum service period set out in Annex F. Either Party may terminate an Agreement or any or all Service(s) if so directed by a Governmental Authority and that Party has given the other Party thirty (30) Calendar Days written notice of such intent to terminate unless such notice is not allowed by the Governmental Authority.

25.6. The Parties may at any time mutually agree in writing to terminate an Agreement under this ROA for SCLS and the applicable timeframe for doing so, subject to notifying CRA of such agreement.

Upon termination or expiry of an Agreement or a Service (as the case may be):

- (a) All sums due and owing under an Agreement or in respect of the terminated or expired Service (as the case may be) immediately prior to termination or expiry will become immediately due and payable, except for any sums that have not been invoiced at the time of termination or expiry, which will become immediately due and payable upon receipt of the relevant invoice by the other Party;
- (b) Where a Service is terminated or expires:
 - i.* The supply of the terminated or expired Service will cease;
 - ii.* The provision of other Services, not covered by the termination or expiration, will continue and not be affected; and
 - iii.* The Term of an Agreement under this ROA for SCLS in relation to other Services will not be affected by the termination or expiration;
- (c) All rights and benefits conferred on a Party under this ROA for SCLS or in respect of the terminated or expired Service (as the case may be) will immediately terminate;
- (d) Each Party must for a period of two (2) Calendar Years after termination or expiration immediately comply with any written notice from the other Party to deliver, destroy, or

erase any Confidential Information belonging to that other Party in relation to this ROA for SCLS or in respect of the terminated or expired Service (as the case may be).

- 25.7. Upon termination or expiry of an Agreement, each Party shall take such steps and provide such facilities as are necessary to allow the other Party to recover any equipment that it may have installed or supplied in connection with this Agreement. Each Party shall use reasonable endeavors to recover the equipment that it supplied. If the Party owning such equipment fails to recover it within thirty (30) Business Days of termination or expiry of an Agreement, the other Party may remove that equipment and is entitled to compensation to recover the reasonable costs associated with its removal and storage.
- 25.8. If, within thirty (30) Business Days after termination or expiry of an Agreement, either Party is unable to recover any or all of its equipment because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situated) without reasonable cause, the injured Party may demand reasonable compensation which shall be paid by the other Party within thirty (30) Business Days of the date of receipt of the written demand in respect of such compensation.
- 25.9. The Party that terminates an Agreement or a Service (as the case may be) is not liable to the other Party for any loss or damage (including any Consequential Loss) incurred by the other Party in connection with the valid termination of an Agreement or a Service (as the case may be).
- 25.10. Termination of an Agreement or a Service (as the case may be) shall not be deemed a waiver of a breach of any term or condition thereof and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.

26. Notices

- 26.1. A notice shall be regarded as duly served if:
- (a) delivered by hand to the address of the respective receiving Party and exchanged for a signed receipt – in this case, the notice shall be regarded as received at the time of actual delivery; or
 - (b) sent by recorded delivery service – in this case, the notice shall be regarded as received on the day that it is actually received, but if it is received on a day that is not a Business

Day or after 15:00 on a Business Day, it is regarded as being received on the following Business Day.

- 26.2. Except if otherwise specifically provided or mutually agreed by the Parties, all notices and other communications relating to the Agreement shall be in writing and shall be sent to the contact points and addresses as set out in clause 11.

27. Assignment and Novation

- 27.1. Without prejudice to the Applicable Regulatory Framework, a Party must not assign, transfer or novate an Agreement or any rights, benefits or obligations under it, in whole or in part, without the prior written consent of the other Party. Such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign an Agreement to an affiliate or in connection with the sale of all or a substantial part of its business or assets, provided that the assignee undertakes in writing to assume all obligations and duties of the assignor and that such assignment materially alters neither the legal or regulatory requirements nor the rights and duties arising hereunder of the assignor.

28. Relationship of Parties

- 28.1. The relationship between the Parties is that of independent contractors.
- 28.2. Nothing in this Agreement is to be construed to create a partnership, joint venture or agency relationship between the Parties.
- 28.3. 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 Agreement.

29. Use of Sub-contractors

- 29.1. A Party may only sub-contract the exercise of its rights or the performance of any of its obligations under this ROA for SCLS as provided by this clause 29. If a Party engages a sub-contractor to exercise its rights or perform its obligations under this ROA for SCLS, that Party:

- (a) must ensure that the sub-contractor complies with all the terms and conditions of this Agreement to the extent relevant; and
- (b) will remain primarily responsible and liable to the other Party for:
 - i.* all acts and omissions of the sub-contractor; and
 - ii.* the performance of its obligations, notwithstanding that performance of such obligations may have been sub-contracted by that Party to a sub-contractor.

29.2. Any consent or approval of a sub-contractor under this Clause 29 does not create a contractual relationship between a Party and the other Party's sub-contractor.

30. Intellectual Property Rights

- 30.1. Except as otherwise expressly provided herein, Intellectual Property rights shall remain the property of the Party creating or owning the same and nothing in this ROA for SCLS shall be deemed to confer any right or title whatsoever or license of the intellectual property rights of one Party to the other, and nothing in the Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.
- 30.2. Where the Intellectual Property is developed in connection with the performance of this ROA for SCLS then in the absence of any other agreement between the Parties, the ownership of the Intellectual Property shall remain with the Party that developed the same, provided that in consideration of this ROA for SCLS the other Party shall have a license at no cost to use the Intellectual Property for the Approved Purpose

31. Review

- 31.1. Either Party may request a review to modify or amend an Agreement under this ROA for SCLS by serving a Review Notice to the other Party if:
 - (a) either Party's License is materially modified with respect to an Agreement (whether by amendment or replacement);
 - (b) a change occurs in a law or regulation governing or relevant to Telecommunications in

Qatar that is material to an Agreement;

- (c) the Agreement makes express provision for a review or the Parties agree in writing that there shall be a review;
- (d) a material change occurs, including enforcement action by CRA, that affects or reasonably could be expected to affect the commercial or technical basis of an Agreement; or
- (e) the rights and obligations under this ROA for SCLS are assigned or transferred by the OLO.

31.2. A Review Notice shall set out in reasonable detail the issues to be discussed between the Parties and the basis for such review pursuant to clause 31.1 of this ROA for SCLS.

31.3. A review shall take place following changes either mandated or approved by CRA to the Agreement to the extent that such review is required to make the Agreement consistent with any regulation, rule, order, notice or License. Any such changes shall be effective based on the timeframes as instructed by CRA.

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

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

31.6. If the Parties fail to reach an agreement on the subject matter of any Review Notice, the provisions of Clause 23 of this ROA for SCLS shall apply.

31.7. The Parties shall as soon as practical enter into an Agreement to modify or replace an Agreement under this ROA for SCLS in accordance with what is agreed between the Parties pursuant to any Review Notice, or in accordance with the resolution of any Dispute, or to conform with a CRA determination.

31.8. **(SCLS Owner)** shall update the Agreement to take account of any appropriate changes to the ROA for SCLS, the regulatory framework or the Services offered by **(SCLS Owner)**

under the Agreement. Such amendments will be submitted to CRA for approval not less than fifty (50) Business Days prior to the effective date of any such changes.

32. Entire Agreement

32.1. This ROA for SCLS contains the whole Agreement between the Parties in relation to the subject matter of this ROA for SCLS and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this ROA for SCLS.

33. Survival and Merger

33.1. Clauses 22 (Confidentiality and Disclosure), 30 (Intellectual Property Rights), 46 (Warranties), 47 (Liability), 49 (Governing Law), 50 (Indemnities), and this clause 33 shall survive termination or expiry of an 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 six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.

33.2. No term of an Agreement under this ROA for SCLS merges on completion of any transaction

34. Waiver

34.1. The waiver of any breach of or failure to enforce any term or condition resulting from an acceptance of an Agreement shall not be construed as a waiver of any other term or condition of an Agreement. No waiver shall be valid unless it is in writing and signed by a duly authorized representative on behalf of the Party making the waiver and shall only be effective in the specific instance and for the specific purpose for which it is given.

34.2. A single or partial exercise of a right or remedy under an Agreement does not prevent a further exercise of that or of any other right or remedy.

34.3. Failure to exercise or delay in exercising a right or remedy under an Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

35. Consents and Approvals

35.1. Except as expressly provided in an Agreement, a Party may conditionally or unconditionally give or withhold any consent or approval under an Agreement, but that consent is not to be unreasonably delayed, conditioned or withheld.

36. Amendments

36.1. Except where otherwise expressly provided for in an Agreement, no amendment, variation, supplement or waiver of any provision of an Agreement shall be effective except by a written instrument signed by the duly authorized representatives of both Parties.

36.2. Any amendment, variation, supplement and waiver to an Agreement under this ROA for SCLS, including its Annexes, shall not be effective until it has been notified to and approved by CRA. CRA shall be entitled to provide its decision to approve or reject the agreed amendment, variation, supplement or waiver within thirty (30) Calendar Days of the notification to the extent that such amendment, variation, supplement and waiver to an Agreement is not in conformity with the ARF.

36.3. No amendments, variations or supplements shall affect the validity or enforceability of any of the remaining provisions of an Agreement.

37. Third Party Rights

37.1. Except as expressly provided in this ROA for SCLS, each Party that executes an Agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person, and only the Parties which execute this Agreement have a right or benefit under it.

38. Counterparts

38.1. An Agreement under this ROA for SCLS may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

39. Costs, Expenses and Duties

39.1. Each Party must pay its own costs and expenses in respect to an Agreement, especially for negotiating, preparing and executing an Agreement and for documents, any other instrument executed under an Agreement and transactions contemplated by an Agreement.

40. Obligations in Good Faith

40.1. Each Party must act in good faith with respect to all matters relating to or contemplated by an Agreement, including but not limited to, any negotiations.

41. Insurance

41.1. Each Party must have in force and maintain for the term of this ROA for SCLS Agreement, with an insurance company licensed in Qatar, a broad form public liability insurance policy to the value of no less than ten (10) million Qatari Riyals.

41.2. Upon receipt of a written request from a Party, the other Party must as soon as reasonably practicable produce evidence that it has complied or continues to comply with its obligations under clause 41.1.

42. Dealing with Government

42.1. Each Party must deal with the Government and CRA promptly and without undue delay in all matters concerning an Agreement under this ROA for SCLS, including on all reporting to Government and CRA and on matters requiring Government or CRA approval or consultation.

42.2. Each Party shall obtain and maintain any authorization, permission, license, waiver, registration or consent from any person necessary for it to comply with its obligations under an Agreement.

43. No Prior Representations

43.1. No Party has entered into an Agreement relying on any representations made by or on behalf of the other, other than those expressly made in this Agreement.

44. Further Assurances

44.1. Except as expressly provided in an Agreement, each Party must, at its own expense, do all things reasonably necessary to give full effect to an Agreement and the matters contemplated by it.

45. Force Majeure

45.1. Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under this Agreement to the extent that performance of such obligation is prevented by a Force Majeure Event.

45.2. The Party initially affected by a Force Majeure Event shall, as soon as is reasonably practicable, notify the other of the Force Majeure Event, copying CRA, describing the effect of the Force Majeure event on the performance of obligations under this Agreement and of the estimated extent and duration of its inability to perform or delay in performing its obligations (Force Majeure Event Notification).

45.3. Upon cessation of the Service effects of the Force Majeure Event, the Party initially affected by a Force Majeure Event shall promptly notify the other of such cessation.

45.4. If, as a result of a Force Majeure Event, the Party is prevented from performing its obligations under this Agreement, such Party shall, subject to the provisions of clause 45.5 of an Agreement, perform those of its remaining obligations not affected by such Force Majeure Event. In performing those of its obligations not affected by a Force Majeure Event, the Party initially affected by a Force Majeure Event shall 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.

45.5. To the extent that a Party is prevented as a result of a Force Majeure Event from providing the Service under this Agreement, the other Party shall be released to the

equivalent extent from its obligations to make payment for such Service or complying with its obligations in relation thereto.

45.6. If the effects of such Force Majeure Event continue for:

- (a) a continuous period of less than sixty (60) Business Days from the date of the Force Majeure Event Notification (whether or not notice of cessation has been given pursuant to clause 45.3 of this ROA for SCLS), any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure Event as soon as reasonably possible after the effects of the Force Majeure Event have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party,
- (b) a continuous period of sixty (60) Business Days or more from the date of the Force Majeure Notification (and notice of cessation has not been given pursuant to clause 45.3 of this ROA for SCLS), either Party shall be entitled (but not obliged) to terminate an Agreement by giving not less than thirty (30) Business Days written notice to the other Party. Such notice shall be deemed as if it had not been given in case that notice of cessation pursuant to clause 45.3 of this ROA for SCLS is received by the Party that was not initially affected by a Force Majeure prior to the expiry of the thirty (30) Business Days termination notice. If an Agreement is not terminated in accordance with the provisions of this clause 45.6 of an Agreement, any obligations outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.

46. Warranties

46.1. Each Party warrants that, as at the Effective Date and continuing throughout the Term:

- (a) It is a corporation duly incorporated, validly existing and is in good standing under the Laws of the State in which it is incorporated;
- (b) It has all necessary corporate power and authority to own and operate its assets and to carry on its business as presently conducted and as it will be conducted under an Agreement;
- (c) It has all necessary corporate power and authority to enter into this Agreement and to

perform its obligations under it, and the execution of this Agreement and the transactions contemplated in it have been duly authorized by all necessary corporate actions on its part,

- (d) The Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms; and
- (e) That any information provided is complete, true and correct, and not materially misleading.

47. Liability

- 47.1. To the extent permitted by law, neither Party is liable to the other Party except as provided in this clause 47 and clause 50.
- 47.2. Each Party shall exercise the reasonable skill and care of a competent OLO in the performance of their obligations under an Agreement.
- 47.3. Notwithstanding anything else in this clause 47 neither Party is liable to the other Party for any Consequential Loss suffered by the other Party arising from, or in connection with, an Agreement.
- 47.4. To the extent permitted by law, all express or implied representations, conditions, warranties and provisions whether based in statute, legal precedence or otherwise, relating to an Agreement, that are not expressly stated in this ROA for SCLS, are excluded.
- 47.5. Notwithstanding anything to the contrary in this ROA for SCLS, neither Party excludes or limits liability for:
 - (a) 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;
 - (b) any fraudulent mis-statement or fraudulent misrepresentation made by it in connection with this ROA for SCLS; or
 - (c) any other liability that cannot be excluded by law.

- 47.6. Subject to clause 47.5, the maximum aggregate liability of each Party to the other Party for all damages, losses and expenses arising under or in connection with an Agreement, whether that liability arises in contract (including under an indemnity), tort (including negligence or breach of statutory duty), under statute or otherwise, for all events in a 12 month period shall be limited to one hundred percent (100%) of the Charges paid under an Agreement or ten (10) million Qatari Riyals (whichever is less).
- 47.7. 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 47.6.
- 47.8. A Party's liability to the other Party arising from or in connection with this ROA for SCLS (including liability for negligence or breach of statutory duty) is reduced proportionally to the extent that:
- (a) the other Party has not taken all reasonable steps to minimize and mitigate its own loss, damage or liability in relation to the act, omission or event giving rise to such loss, damage or liability; or
 - (b) a Party's liability is caused, or contributed to, by the other Party.
- 47.9. Neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, this ROA for SCLS to the extent that the other Party has or has sought to claim or recover that same loss or damage pursuant to another agreement between the Parties in respect of the supply of services.
- 47.10. Neither Party will be liable to the other Party in connection with an action, claim or demand brought or made against the other Party by a Third Party to whom the other Party provides a service under a contract (or otherwise), where that liability could legally have been excluded or reduced in that contract by the other Party.
- 47.11. To the extent that this ROA for SCLS contains a Service Credit (or similar rebate or remedy) in relation to the performance by a Party (Liable Party) of an obligation in relation to a Service Level (or similar obligation) and the other Party seeks to obtain the benefit of that Service Credit (or similar rebate or remedy), that Service Credit (or similar rebate or remedy) shall be the sole and exclusively liability of the Liable Party to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party

against the Liable Party in connection with the performance of that obligation.

48. Severability

48.1. The invalidity or unenforceability of any provision in an Agreement shall not affect the validity or enforceability of the remaining provisions.

49. Governing Law

49.1. The interpretation, validity and performance of this ROA for SCLS shall be governed in all respects by the laws of Qatar.

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

50. Indemnities

50.1. Subject to Clauses 50.2, 50.3 and 50.4, each Party (Indemnifying Party) indemnifies the other Party (Indemnified Party) against all damages, costs, claims, expenses (including legal costs) arising from or relating to:

- (a) Subject to Clause 47.5, any losses, costs, claims, damages, expenses, liabilities, proceedings or demands incurred or suffered by the Indemnified Party arising from the death or personal injury of any person to the extent such death or personal injury is caused by the Indemnifying Party under or in connection with this ROA for SCLS;
- (b) Any losses, costs, claims, damages, expenses or liabilities incurred by the Indemnified Party for damage (excluding Consequential Loss) to its tangible property, to the extent that such claim relates to any act, omission or breach of this ROA for SCLS by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party; and
- (c) Any losses, costs, claims, damages, expenses, liabilities, proceedings or demands by a Third Party against the Indemnified Party, to the extent that such claim relates to any act, omission or breach of this ROA for SCLS Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party.

- 50.2. The Indemnifying Party is not liable to the Indemnified Party to the extent that the liability which is the subject of the indemnity claim is the result of a grossly negligent, willful or reckless breach of an Agreement by the Indemnified Party or its employees, representatives, contractors or agents.
- 50.3. The obligation of the Indemnifying Party to indemnify the Indemnified Party under this clause 50 is reduced:
- (a) to the extent that the liability which is the subject of the indemnity claim is the result of an act or omission of the Indemnified Party or the directors, officers, personnel, agents or contractors of the Indemnified Party; and
 - (b) in proportion to the extent to which an act or omission of the Indemnified Party or the directors, officers, personnel, agents or contractors of the Indemnified Party (including negligence) gives rise to the indemnity claim.
- 50.4. Each provision of this ROA for SCLS limiting or excluding liability or imposing requirements for indemnification operates separately and survives independently of the others even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

ANNEXES

Annex A: Definition and Interpretations

1. Interpretation

1.1. In the ROA, the following rules of interpretation apply:

- (a) Capitalized words and terms shall have the meanings ascribed to them in this Annex A -Definitions.
- (b) The headings in this ROA shall not be deemed to be part of this ROA and shall not be used in the interpretation or construction of it;
- (c) The singular indicates the plural and vice versa;
- (d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) The words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be interpreted, as words of limitation;
- (f) A reference to:
 - i.* A person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - ii.* A thing (including any legal right) includes a part of that thing;
 - iii.* A Party includes its successors and permitted assigns; ix. A document includes all amendments or supplements to that document;
 - iv.* A clause, term, Annex, schedule or attachment is a reference to a clause or term of, Annex, attachment to this ROA for SCLS;
 - v.* This ROA for SCLS includes all Annexes and attachments to it;
 - vi.* A law includes a treaty, decree, convention, statute, regulation, ordinance, by-

law or judgment, and is a reference to that law as amended, consolidated or replaced;

- vii. A monetary amount is in Qatari Riyals;
- (g) (When the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this ROA for SCLS or any part of it.

2. Definitions

2.1. A term or expression used in the ROA for SCLS that starts with a capital letter and is defined in this Annex A – Definitions or elsewhere in the ROA for SCLS has the meaning given in this Annex or elsewhere in the ROA for SCLS.

2.2. The following definitions apply to terms and expressions used in this ROA for SCLS.

Acceptance Notice	means the written acceptance of the Access Seeker regarding the terms and conditions set out in this RAO for SCLS Agreement.
Affected Party	has the meaning as given in clause 25 of the Main Body.
“Agreement”	means this Agreement, including the Annexes, as may be varied by the Parties from time to time.
Applicable Regulatory Framework	means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses governing the telecommunications sector of the State of Qatar, which is legally binding and in force from

	time to time.
Approved Purpose	means the purpose of interpreting, implementing, and a Party exercising its rights and performing its obligations under this RAO for SCLS Agreement.
Arbitration	Arbitration is part of the Dispute Resolution Procedure set out in clause 23 of the Main Body.
Arbitration Rules	means the 'rules of arbitration' contained in the Rules of Conciliation and Arbitration of the Qatar International Center for Conciliation and Arbitration dated 1 May 2012, as amended from time to time.
"Billing Period"	means the period for billing in Calendar Months.
"Business Day"	means a day other than a Friday or Saturday, on which banks are ordinarily open for business in Qatar not including the day of the act, event, or default from which a designated period of time begins to run, but including the last day of the period unless it is a Friday or Saturday, or a day in which banks are ordinarily closed for business in Qatar.
"Cable Landing Station" (CLS)	means the (insert name) Cable Landing station located in (insert address) and housing the optical fiber submarine cable system terminal equipment and that of associated terrestrial systems (as defined in ITU-T Rec. G.972 (10/2020)).
"Calendar Day"	means each day of the calendar.
"Calendar Month"	means a period beginning at the start of any day of one of the 12

	<p>months of the year and ending:</p> <p>(a) at the end of the day before the corresponding day of the next named month; or</p> <p>(b) if there is no corresponding day — at the end of the last day of next named month.</p>
“Change”	means any change to this Agreement.
“CRA”	means the Communications Regulatory Authority.
“Effective Date”	has the meaning given to that term in clause <i>Error! Reference source not found.</i>
“Consequential Loss”	Includes: (a) special, indirect, incidental, consequential, punitive or exemplary loss or damage; or (b) economic loss, loss of profits, loss of revenue, wasted expenditure or loss of anticipated savings or business, pure economic loss, loss of opportunity, expectation loss, loss of goodwill, loss of bargain or loss of management time, irrespective of whether or not a Party was aware or should have been aware of the loss or damage, and whether or not that Party is warned of the possibility of that loss or damage.
“Cross-connect”	The Cross-connect between (SCLS Owner) Optical Distribution Frame (“ODF”) and OLO PoP hosted in the CLS.
Disclosing Party	means a Party disclosing Confidential Information to the other Party under the RAO for SCLS Agreement.
“Domestic Point of Handover” (DPH)	means a port in OLO Equipment in the rack/cabinet (PoP) located in (SCLS Owner) CLS.

"Force Majeure"	means any circumstance or event beyond the reasonable control of the Party affected thereby including, but not limited to, acts of God, war or military operations, insurrection or civil disorder, national or local emergency, acts of foreign enemies, requisition or embargo, riots or commotion, fire, lightning, explosion, flood, earthquake, weather of exceptional severity, acts or omissions of government or other competent authority, industrial disputes of any kind (save for those involving the affected Party's own employees), acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside the Party's reasonable control.
"Hosting"	provision of a space required to host OLOs rack at the CLS.
OLO	Other Licensed Operator who is licensed to request services under the ROA for SCLS.
Qualified Licensee	Qualified Licensee has the meaning given to it in clause 2.1 of the Part One of the RAO for SCL.
"Regulatory Event"	<p>means the occurrence of, one or more of the following events:</p> <p>a government agency (including CRA):</p> <ul style="list-style-type: none"> • implements any law, regulation or policy (including through any officially recorded change in the way such a law, regulation or policy is interpreted) that materially affects the ability of either Party to exercise its rights or discharge its obligations under this Agreement or prevents the continued operation of this Agreement. • issues an order, direction, decision or notification that a Party is required to do anything that materially affects the

	<p>ability of either Party to exercise its rights or to discharge its obligations under this Agreement (including an order, direction, decision or notification to terminate or suspend this Agreement); or otherwise undertakes any activity that materially affects the ability of either Party to exercise its rights or to discharge its obligations under this Agreement;</p> <ul style="list-style-type: none"> • a court of competent jurisdiction in Qatar orders a Party to do anything that materially affects or might materially affect the ability of either Party to exercise its rights or to discharge its obligations under this Agreement, including an order for that Party to terminate or suspend this Agreement; • a change to the public telecommunications networks and service license (or a change in the way such a license is interpreted) of either Party that materially affects the ability of that Party to exercise its rights or discharge its rights under this Agreement; or a change occurs to any law, policy or regulation (including a change in the interpretation of such law, policy or regulation) that materially affects any matter or thing which is the subject of this Agreement to the extent it affects the continued operation of the Agreement from the operations, economic and technical feasibility standpoints.
ROA for SCLS	is the Reference Offer Access to Submarine Cable Landing Station International Connectivity Services.
SCLS Owner	The licensed owner of an SCLS who is required to publish a ROA for SCLS.

Annex B: Billing Processes and Procedures

It contains all billing processes and procedures of the agreement. It contains inter alia list of chargeable services, billing format, billing period, rules of invoicing, solving of disputes and payment conditions. This may be differentiated by services.

Annex C: Service Description

Contains detailed service descriptions covering all services under the agreement.

1. Co-location Services

Refer to relevant appendix to the Consultation Document.

2. Cross-connect Services

Refer to relevant appendix to the Consultation Document.

3. Backhaul Services

Refer to relevant appendix to the Consultation Document.

4. Managed Services

Refer to relevant appendix to the Consultation Document.

Annex D: Technical Information

It contains all technical information in relation to the agreement and required to execute the agreement.

Annex E: Service Level Agreements

It contains service level agreements for all services and includes inter alia definition of KPIs, calculation of service levels, and monitoring of service levels – may be differentiated by service.

Annex F: Planning & Forecasting

It contains all requirements, rules and procedures for planning and forecasting, including introduction of new services, forecasting requirements and rules, requirements of feasibilities, etc. IF APPLICABLE.

Annex G: Operational Procedures

It contains all requirements, rules and procedures for operations regarding the agreement. It contains, inter alia, testing arrangements, fault management, maintenance processes, etc.. staff safety and network protection requirements.

Annex H: Pricing and Charging

It contains all prices, charging structure and charging rules for all services under the Agreement.