



AUTHORISATION

to develop and deliver

**Wholesale Fixed Telecommunications Infrastructure and
Related Services for the Qatar National Broadband Network
initiative for the State of Qatar**

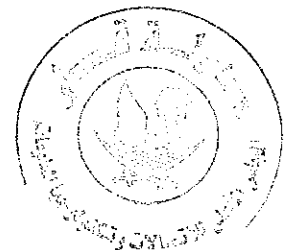
Issued by:

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

Issued to:

QATAR NATIONAL BROADBAND NETWORK CO.

14 July 2011



PART I: BASIC PROVISIONS.....	3
1. Structure of Authorisation	3
2. Definitions	3
3. Legal Nature of the Authorisation	3
4. Compliance Obligation of the Authorised Service Provider	3
5. Activities, Facilities and Services Covered by the Authorisation	3
6. Geographic Scope of Authorisation.....	4
7. Authorisation Term.....	4
8. Non-Discriminatory Authorisation Provisions	4
9. Obligations of the Authorised Service Provider to Customers.....	4
10. Basic Network Obligations.....	5
11. Payment of Fees and Contributions	5
12. Other Compliance Obligations of the Authorised Service Provider	5
13. Breach of Authorisation	6
14. Enforcement Powers of the Supreme Council	6
15. Penalties and Sanctions	6
16. Reference for Criminal Proceedings	7
17. Treatment of Customer Communications and Data.....	7
18. Lawful Interception and Security and Network Blocking.....	7
19. Access to Premises and Information.....	7
20. Renewal of the Authorisation.....	8
21. Amendment, Suspension and Revocation of Authorisation.....	8
22. Continuity of Service in the Event of Non-Renewal, Suspension or Revocation of Authorisation....	8
23. Assignment of Authorisation.....	8
24. Transfer of Control	9
25. Governing Law and Language of Authorisation	9
26. Transitional Provisions.....	9
27. Representation Before International and Governmental Organizations	9
28. Publication.....	9
29. Deadlines for Performance or Response by the Authorised Service Provider.....	9
30. Notices	10

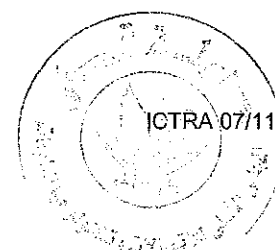
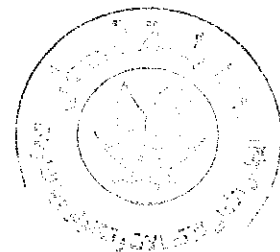
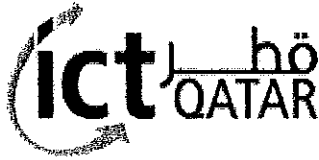


TABLE OF CONTENTS

Page

PART II: ANNEXURES	11
ANNEXURE A – DEFINITIONS	12
ANNEXURE B – AUTHORIZED FACILITIES, NETWORKS, SERVICES AND ACTIVITIES	14
ANNEXURE C – [INTENTIONALLY OMITTED]	16
ANNEXURE D – [INTENTIONALLY OMITTED]	17
ANNEXURE E – [INTENTIONALLY OMITTED]	18
ANNEXURE F – ACCESS AND WHOLESALE SERVICES	19
ANNEXURE G – [INTENTIONALLY OMITTED]	22
ANNEXURE H – FEES AND CONTRIBUTIONS	23
ANNEXURE I – ADDITIONAL OBLIGATIONS OF DOMINANT SERVICE PROVIDERS	26
ANNEXURE J – TRANSITIONAL PROVISIONS	30





AUTHORISATION

ISSUED TO QATAR NATIONAL BROADBAND NETWORK QSC TO PROVIDE WHOLESALE FIXED TELECOMMUNICATIONS INFRASTRUCTURE AND RELATED SERVICES

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

QATAR NATIONAL BROADBAND NETWORK CO.

Commercial Reg. No. 49439

Level 14, Commercial Bank Plaza, Post Office Roundabout, West Bay, Doha Qatar
PO Box 7256 Doha Qatar,

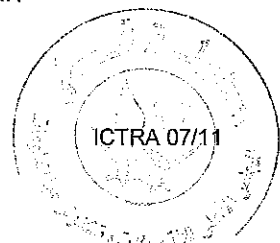
a wholly-owned government entity (the "**Authorised Service Provider**"), this Authorisation (the "**Authorisation**") to commence the establishment, development and delivery of wholesale (passive) fixed telecommunications infrastructure and related activities and services ("**Authorised Telecommunications Infrastructure**") for the Qatar National Broadband Network initiative ("**QNB**") for the State of Qatar, subject to the terms and conditions set forth in this Authorisation or any Licence issued subsequently to the Authorised Service Provider that licenses it to own or operate a wholesale fixed telecommunications network.

This Authorisation is granted pursuant to Decree Law 34 of 2006 and the Telecommunications Law (the "**Telecommunications Law**"), in accordance with Article 4(1) of the Telecommunications Law under which the General Secretariat of the Supreme Council is the authority empowered to grant such Authorisations and determine the terms and procedures necessary for their issuance.

The Supreme Council has been directed by the State of Qatar to authorise the commencement of passive infrastructure development and activities to enable the development and delivery of the QNB for the State of Qatar, and to authorise the Authorised Service Provider to be responsible to provide and manage access to the Authorised Telecommunications Infrastructure provided under this Authorisation.

Under this Authorisation, access to the Authorised Telecommunications Infrastructure will be provided by the Authorised Service Provider on a non-discriminatory and non-exclusive wholesale basis to the holders of Public Fixed and Mobile Telecommunications Networks and Services Licences ("**Public Telecommunications Licensee**"), with the objective of those licensees providing telecommunications networks and services on a retail basis to their customers and end-users.

The QNB is to create an open-access wholesale only high-speed Fiber to the Home (FTTH) broadband network that will enable the Public Telecommunications Licensees to deliver multiple high-speed services to their customers and end-users across Qatar.



The Authorised Service Provider is authorised herein to develop and deliver Authorised Telecommunications Infrastructure for that broadband network which will include utilizing existing and new telecommunications passive infrastructure and related services.

The Public Telecommunications Licensees will provide the 'active' telecommunications infrastructure, equipment and services component, in order to provide retail telecommunications networks and services to their customers and end-users pursuant to their own Public Fixed and Mobile Telecommunications Networks and Services Licences.

As the QNBN is for the sole purpose of achieving a national broadband network that will generate public benefits, the Supreme Council may impose greater transparency obligations on the Authorised Service Provider and its activities.



PART I: BASIC PROVISIONS

1. Structure of Authorisation

This Authorisation consists of two parts:

Part I contains the basic provisions of the Authorisation.

Part II consists of Annexures A – K, which form an integral part of this Authorisation and provide additional details with respect to the rights, obligations and authorized activities of the Authorised Service Provider.

2. Definitions

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

3. Legal Nature of the Authorisation

This Authorisation is a unilateral administrative grant by the State of Qatar acting in the public interest through the Supreme Council, and is issued pursuant to a decision of the Supreme Council authorizing the Authorised Service Provider to provide the Authorised Telecommunications Infrastructure defined in Annexure B, pursuant to and in accordance with the terms and conditions of this Authorisation and its annexures, relevant legislation and international treaties, and any regulations, decisions, orders, rules, instructions or notices issued by the Supreme Council before or after the Effective Date (hereinafter, collectively referred to as the "**Applicable Regulatory Framework**").

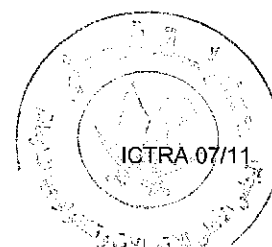
4. Compliance Obligation of the Authorised Service Provider

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

5. Activities, Facilities and Services Covered by the Authorisation

The Authorised Service Provider is hereby authorized to commence the establishment, development and delivery of Authorised Telecommunications Infrastructure for the QNBN in accordance with the requirements of Annexure B of this Authorisation, and otherwise subject to the conditions and requirements of the Applicable Regulatory Framework.

The Authorised Service Provider may install, lease, obtain, acquire, use or maintain any passive fixed telecommunications infrastructure and related services that are necessary to provide the Authorised Telecommunications Infrastructure for the QNBN including without limitation providing trenches, telecommunications ducts, poles, manholes, street cabinets, masts, sites, dark fibre, splitters and other related telecommunications equipment and collocation services.



The Authorised Service Provider is authorised and required to provide access to the Authorised Telecommunications Infrastructure to the Public Telecommunications Licensees, on a non-discriminatory and non-exclusive wholesale basis. The Authorised Service Provider is further authorized and required to provide all other necessary and associated services and activities in order for the Public Telecommunications Licensees to have access and provide Public Telecommunications Services to their customers.

6. Geographic Scope of Authorisation

The Authorised Service Provider is authorized to provide the Authorized Telecommunications Infrastructure and access to it by Public Telecommunications Licensees and engage in any related activities and service provision within the State of Qatar.

7. Authorisation Term

7.1 This Authorisation shall be valid for a period of three (3) years beginning on the Effective Date, and subject to Clause 7.2.

7.2 If the Authorised Service Provider applies to the Supreme Council at any time during the term of this Authorisation for a Wholesale Fixed Telecommunications Networks Licence pursuant to Article 9(3) of the Telecommunications Law, or the Supreme Council decides that a Wholesale Fixed Telecommunications Networks Licence should be granted to the Authorised Service Provider, and that Licence is granted and issued by the Supreme Council during the Authorisation term, then this Authorisation shall be revoked pursuant to Clause 21 and be deemed void from the effective date of the Licence.

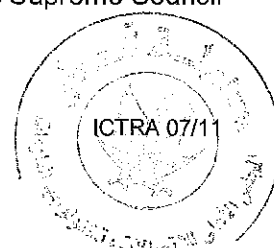
8. Non-Discriminatory Authorisation Provisions

8.1 The basic terms and conditions of this Authorisation shall not differ in any material respect from Authorisations granted by the Supreme Council to other Persons for the provision of the same or similar infrastructure and related services on a wholesale passive basis, including Public Telecommunications Licensees, unless differential treatment is necessary to address circumstances that are particular to a service provider or to promote fair and effective competition, or is otherwise permitted or required by the Applicable Regulatory Framework.

8.2 This Authorisation is granted specifically for the purpose of the Authorised Service Provider commencing the development and delivery of wholesale passive fixed telecommunications infrastructure and related services for the QNBN and, as such, does not create a right or licence for the Authorised Service Provider to compete directly with other Persons who have been licensed or authorised to provide same or similar networks and related services on a wholesale or retail basis, including Public Telecommunications Licensees.

9. Obligations of the Authorised Service Provider to Customers

The Authorised Service Provider may provide Authorised Telecommunications Infrastructure to its Customers, being Public Telecommunications Licensees, in accordance with the pricing, access, collocation, site sharing, wayleave coordination, quality of service and other obligations prescribed by the Applicable Regulatory Framework. If the Authorised Service Provider is designated by the Supreme Council



as dominant in a specified market or markets, the Authorised Service Provider shall comply with the relevant provisions of Annexure I and any relevant decisions, orders, rules or regulations that may be issued by the Supreme Council.

10. Basic Infrastructure Obligations

The Authorised Service Provider shall provide Authorised Telecommunications Infrastructure in conformity with all obligations set forth in this Authorisation. The Authorised Service Provider shall be responsible for securing all necessary planning permissions, construction permits, easements, rights of way or other authorizations necessary for it to establish, develop and deliver the Authorised Telecommunications Infrastructure and access to that infrastructure.

11. Payment of Fees and Contributions

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

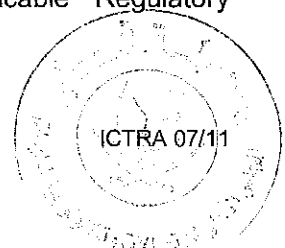
12. Other Compliance Obligations of the Authorised Service Provider

12.1 In conducting its business, the Authorised Service Provider shall comply with the Applicable Regulatory Framework. This shall include, where applicable, all decisions and regulations issued by the Supreme Council including but not limited to those governing:

- (a) complaints and dispute resolution;
- (b) universal service;
- (c) access;
- (d) pricing and tariffs;
- (e) competition;
- (f) equipment types and standards, and approvals; and
- (g) licensing and rule making procedures.

12.2 The Authorised Service Provider shall take all reasonable and practicable steps and measures necessary to adapt its business practices and processes, organizational structure, infrastructure design and configuration or other aspects of its business to facilitate and not hinder or prevent competition in the telecommunications sector, in accordance with the Applicable Regulatory Framework.

12.3 The Authorised Service Provider shall not engage in any anticompetitive practices that prevent, hinder or substantially lessen competition, in particular between its Customers or for wholesale passive telecommunications infrastructure services, in accordance with the Applicable Regulatory



Framework, including the provisions of Annexure I of this Authorisation where applicable. The Authorised Service Provider shall comply fully, promptly and in good faith with any remedial decisions, orders, rules or instructions that may be issued by the Supreme Council after evaluating the evidence and providing the Authorised Service Provider an opportunity to be heard in respect of allegations of anticompetitive practices.

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

13. Breach of Authorisation

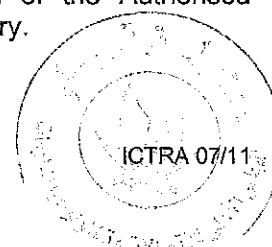
The Authorised Service Provider shall be liable for all breaches of this Authorisation whether caused or carried out by itself or its servants or agents or by a Person acting on its behalf. Failure to comply with any of the terms of this Authorisation, including any of the terms of or requirements in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

14. Enforcement Powers of the Supreme Council

The Supreme Council shall have the enforcement powers vested in it by the Applicable Regulatory Framework. Except in situations involving imminent and irreparable harm to Persons or property, as determined by the Supreme Council, the Authorised Service Provider will be given written notice of the basis for any proposed enforcement action taken against it, an opportunity to respond to the notice, and a reasonable period of time in which to comply with any final enforcement decision issued by the Supreme Council, prior to the imposition of any penalties or sanctions. The time periods for responding to an enforcement decision and compliance with the same shall be prescribed by the Supreme Council with due regard to the relevant circumstances, in the absence of specific procedures established by the Applicable Regulatory Framework.

15. Penalties and Sanctions

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



16. Reference for Criminal Proceedings

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

17. Treatment of Customer Communications and Data

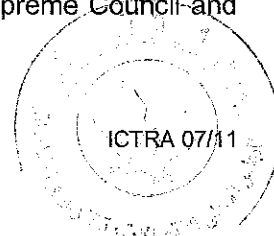
- 17.1 The Authorised Service Provider shall not collect, use, process, maintain, store or disclose (hereinafter, collectively, "use") Customer information except as permitted or required by the relevant provisions of applicable laws and regulations or with the informed consent of the Customer. The Authorised Service Provider is permitted to use Customer information for all business purposes or as agreed with Customers or in accordance with any Customer notice and consent and any applicable laws and regulations and the Applicable Regulatory Framework.
- 17.2 Nothing in this Clause 17 shall be construed as preventing or impeding the Authorised Service Provider's access to or transfer of stored or processed data that is associated with and necessary for the efficient set-up, establishment, development, delivery, leasing or billing of the Authorised Telecommunications Infrastructure and related services.
- 17.3 The Authorised Service Provider may not utilize or manipulate information about Customers that is obtained in the course of developing or providing the Authorised Telecommunications Infrastructure and related services pursuant to this Authorisation in a way that would have the effect of preventing or hindering competition in the sector or in the provision of telecommunications infrastructure or related services.

18. Lawful Interception and Security and Network Blocking

- 18.1 The Authorised Service Provider shall make available to duly authorized law enforcement agencies of the State of Qatar upon request all stored information that is held by the Authorised Service Provider, and shall otherwise cooperate with such authorities in accordance with procedures established by applicable laws and regulations.
- 18.2 The Authorised Service Provider shall comply with the requirements of the authorized agencies of the State of Qatar relating to national security and with the directions of governmental bodies in cases of public emergencies, and it shall implement any orders and instructions of the Supreme Council with respect to service issues related to same.

19. Access to Premises and Information

- 19.1 The Authorised Service Provider shall cooperate fully in allowing employees of the Supreme Council vested with the power of judicial seizure to enter the Authorised Service Provider's premises on demand, obtain access to the Authorised Service Provider's records and documents, and inspect equipment and telecommunications systems or any other related items.
- 19.2 The Authorised Service Provider shall provide true and complete responses on a timely basis to all information requests issued by the Supreme Council and



shall comply in good faith with any reporting and monitoring requirements issued by the Supreme Council in accordance with procedures established by the Applicable Regulatory Framework.

20. Renewal of the Authorisation

- 20.1 The Authorisation will not be renewed and will expire at the end of the Authorisation term, unless it is deemed void prior to the end of the Authorisation term in accordance with Clause 7.2.
- 20.2 The Authorised Service Provider may apply to the Supreme Council at any time during the term of this Authorisation for an individual licence to own or operate a telecommunications network pursuant to Article 9(3) of the Telecommunications Law. If the application satisfies all necessary regulatory requirements of the Applicable Regulatory Framework, the Supreme Council may issue a Wholesale Fixed Telecommunications Networks Licence.
- 20.3 The Authorisation may be amended by the Supreme Council if it determines that modification of the Authorisation terms are necessary to address substantial changes in circumstances, including but not limited to, technology advancements and market developments, or in accordance with any provisions of the Applicable Regulatory Framework relating to the amendment of Authorisations.

21. Amendment, Suspension and Revocation of Authorisation

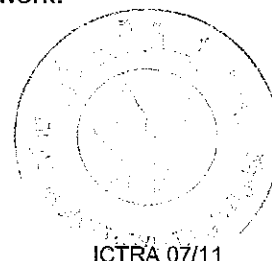
- 21.1 The Supreme Council may amend, suspend or revoke this Authorisation, in whole or in part, pursuant to the procedures, terms and conditions set out in the Applicable Regulatory Framework. This Authorisation may be revised by the Supreme Council from time to time as necessary to bring its terms into conformity with the Applicable Regulatory Framework.
- 21.2 If the Supreme Council grants an individual licence to the Authorised Service Provider during the term of this Authorisation, the Supreme Council will revoke this Authorisation and the Authorisation will be deemed void from the effective date of the individual licence.

22. Continuity of Service in the Event of Suspension or Revocation of Authorisation

In the event of suspension, revocation or termination of the Authorisation, the Authorised Service Provider shall cooperate fully with the Supreme Council in implementing all measures necessary to ensure continuity of service and avoid disruption for Customers during any transition to another duly authorised service provider or licensee.

23. Assignment of Authorisation

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



24. Transfer of Control

- 24.1 No Transfer of Control of the Authorised Service Provider shall be affected by any transaction or series of transactions without the prior written approval of the Supreme Council, in accordance with the provisions of the Applicable Regulatory Framework.
- 24.2 If the Authorised Service Provider decides to undertake, or becomes aware of, any transaction or arrangement having as a consequence or intended consequence the effecting of a Transfer of Control, the Authorised Service Provider shall deliver to the Supreme Council a written notification describing such transaction within a period of not less than sixty (60) days prior to the intended completion date of the transaction or as soon as the Authorised Service Provider becomes aware of any third party transaction. The notification shall in reasonable detail and with sufficient clarity identify the parties to the transaction, including their respective Affiliates or any related Persons, and shall summarize the nature of the transaction, including the intended completion date. The Authorised Service Provider shall provide such other information, and comply with any other procedural requirements, as may be specified in the Applicable Regulatory Framework.

25. Governing Law and Language of Authorisation

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

26. Transitional Provisions

In addition to any other obligations contained in this Authorisation, the Authorised Service Provider shall comply with the transitional provisions set forth in Annexure J for the periods specified therein.

27. Representation Before International and Governmental Organizations

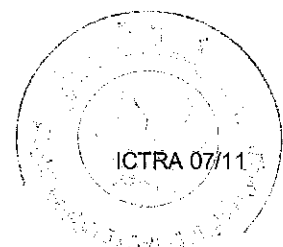
Upon request of the Supreme Council, the Authorised Service Provider shall provide technical assistance and support to the Supreme Council in connection with the latter's representation of the State of Qatar before, and participation in, regional and international governmental organizations and fora,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

28. Publication

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

29. Deadlines for Performance or Response by the Authorised Service Provider

References in this Authorisation, including its Annexures, to the number of "days" within which the Authorised Service Provider must act shall mean calendar days unless otherwise specified in the relevant provision of the Authorisation. The Supreme Council may, in its sole discretion, grant an extension of any deadlines set forth in this Authorisation, including its Annexures.




30. Notices

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

- (a) for the Supreme Council, shall be marked for the attention of the Secretary – General, Fax No.:+974.499.5515, at the offices of ictQATAR, located at Level 22, Al Nasser Tower, Post Office Roundabout, Al Corniche, Doha, Qatar;
- (b) for the Authorised Service Provider, shall be marked for the attention of the Chief Executive Officer, Qatar National Broadband Network QSC, Level 14 Commercial Bank Plaza, West Bay Doha, Qatar.

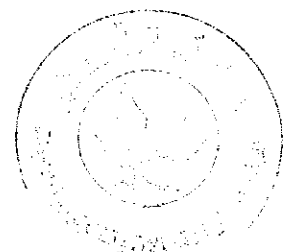
A notice in connection with this Authorisation shall be deemed to have been received at the time of receipt if sent by courier or hand-delivered or on the next business day following the date of transmission if sent by facsimile (such transmission to be evidenced by automatic answer-back).

Signed by:

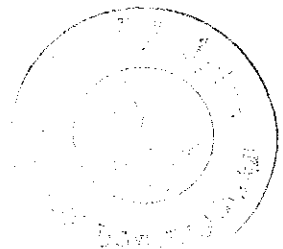

Christa Maria Cramer
Assistant Secretary General
Regulatory Authority

For the Supreme Council of Information and Communication Technology "ictQATAR"

Dated: 14/7/2011



PART II: ANNEXURES



ANNEXURE A – DEFINITIONS

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

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

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

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

"Anniversary Date": one year after the Effective Date of this Authorisation, or the annual recurrence of that date.

"Assignment": any transfer of this Authorisation from the Authorised Service Provider to another Person including without limitation, a change of control of the Authorised Service Provider.

"Authorised Service Provider" means in this Authorisation a service provider who holds this Authorisation for the provision of wholesale passive fixed telecommunications infrastructure and related services.

"Authorized Telecommunications Infrastructure": the passive fixed telecommunications infrastructure and related services necessary for a Customer to provide Public Telecommunications Services, authorized by Annexure B, Section 1 of this Authorisation.

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

"Customer": a Licensee that is licensed to provide public fixed or mobile telecommunications networks and services in the State of Qatar regardless of whether the networks and related services are acquired for the customer's own use or for resale.

"Effective Date": the date of the grant of this Authorisation.

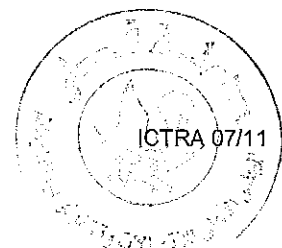
"Fixed Telecommunications Network": a telecommunications network that facilitates the conveyance of signals by means of wireline or wireless facilities between points at fixed locations on the network.

"Force Majeure": a devastating act of nature or other disaster that is beyond the reasonable control of the Authorised Service Provider, including but not limited to earthquakes, floods, widespread fires, tropical storms, or acts of war or terrorism.

"Person": a natural or legal person of any type or form.

"Public Fixed Telecommunications Network": any wireline or wireless network over which Public Fixed Telecommunications Services are made available to the general public on a commercial basis.

"Public Fixed Telecommunications Service": any telecommunications service, including voice, data or video, that is provided by a holder of a Public Fixed Telecommunications Networks and Services Licence to the public on a commercial basis over a Fixed Telecommunications Network, but excluding Mobile Services.



"Public Mobile Telecommunications Network": any network over which Mobile Services are provided by a holder of a Public Mobile Telecommunications Networks and Services Authorisation to the general public on a commercial basis .

"Public Mobile Telecommunications Services": any Mobile Service that is provided to the general public on a commercial basis.

"Public Switched Telecommunications Network": a fixed or mobile telecommunications network over which any-to-any real-time voice communications are transmitted to the public on a commercial basis.

"Public Telecommunications Licence": any licence granted by the Supreme Council that is expressly identified as a public telecommunications licence and that authorizes the provision of fixed or mobile services to the general public on a commercial basis.

"Public Telecommunications Licensee": an entity holding a Public Fixed or Mobile Telecommunications Networks and Services Licence issued by the Supreme Council to authorise that entity to provide networks and services to the public on a commercial basis.

"Public Telecommunications Services": telecommunications services that are authorized or required to be provided under a Public Telecommunications Licence.

"Qatar National Broadband Network" means the product of the initiative to establish a nationwide open-access high-speed broadband Fibre to the Home (FTTH) network in Qatar.

"Revenue": total income received by the Authorised Service Provider in connection with networks and services provided under this Authorisation, including related investments or savings.

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

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

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

"Wholesale Fixed Telecommunications Networks Licence" means a Licence to own or operate a wholesale fixed telecommunications network in the State of Qatar that can be provided or offered on a wholesale basis to a holder of a Public Fixed or Mobile Telecommunications Networks and Services Licence.



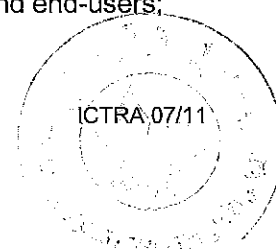
ANNEXURE B – AUTHORISED FACILITIES, NETWORKS, SERVICES AND ACTIVITIES

1. The Qatar National Broadband Network

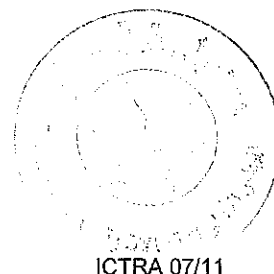
- 1.1 The Qatar National Broadband Network is designed to be an open-access wholesale only high-speed Fiber to the Home (FTTH) broadband network over which multiple retail telecommunications services can be provided.
- 1.2 The Authorised Service Provider is authorised to establish, develop and deliver passive telecommunications infrastructure for the national broadband network by utilising existing telecommunications infrastructure (either leased, obtained or acquired) and deploying new telecommunications infrastructure (independently or in conjunction with Licensees and/or property developers).
- 1.3 The passive telecommunications infrastructure that the Authorised Service Provider is authorised to establish, develop and deliver extends to the passive physical resources necessary for installing and operating electronic communications networks, and includes without limitation, trenches, telecommunications ducts, poles, manholes, street cabinets, masts, sites, dark fibre, splitters and other related telecommunications equipment and collocation services ("Authorised Telecommunications Infrastructure").
- 1.4 The Authorised Telecommunications Infrastructure is to be made available to holders of Public Fixed and Mobile Telecommunications Networks and Services Licences to provide retail telecommunications services to their customers and end-users.

2. Authorised Telecommunications Infrastructure

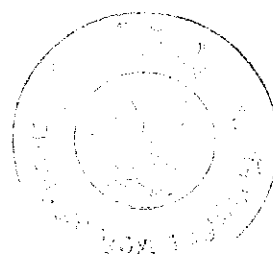
- 2.1 Subject to the terms and conditions set out in the Applicable Regulatory Framework, the Authorised Service Provider is hereby authorized to install, acquire, import, lease, sell or otherwise provide on a wholesale open-access and non-discriminatory basis to a holder of a Public Fixed or Mobile Telecommunications Networks and Services Licence only:
 - (a) all passive telecommunications infrastructure; and
 - (b) related services and activities that are essential for and ancillary to the sale or provision of access to such passive telecommunications infrastructure on a wholesale basis.(collectively, the "**Authorised Telecommunications Infrastructure**").
- 2.2 The Authorised Service Provider shall ensure that the Authorized Telecommunications Infrastructure is designed, configured, installed, established, maintained and provided to enable and/or support the provision of access to a holder of a Public Fixed or Mobile Telecommunications Networks and Services Licence.
- 2.3 The Authorised Service Provider is not authorised to:
 - (c) offer retail telecommunications services to retail customers and end-users;



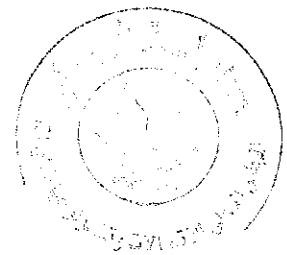
- (d) Enable the passive telecommunications infrastructure so that it may offer retail telecommunications services directly to the holders of a Public Fixed or Mobile Telecommunications Networks and Services Licences, retail customers and end-users such as managed bandwidth;
- (e) Own or offer the lease or sale of wholesale passive infrastructure and related services in direct competition with the holders of a Public Fixed or Mobile Telecommunications Networks and Services Licence. Nothing in this clause shall be interpreted so as to prevent the Authorised Service Provider from offering on a commercial basis, access to telecommunications services, including duct access, dark fibre access, co-location and related services to Public Telecommunications Licensees.
- (f) Provide interconnection services (other than providing the NOC or points of interconnection to the holders of a Public Fixed or Mobile Telecommunications Networks and Services Licence) to any third party or to activate the passive telecommunications infrastructure in such a way that enables the Authorised Service Provider to provide active (non-passive) network or services.



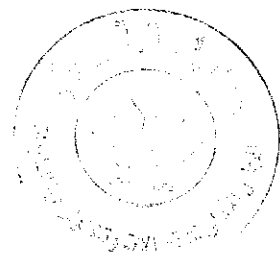
ANNEXURE C – [INTENTIONALLY OMITTED]



ANNEXURE D – [INTENTIONALLY OMITTED]



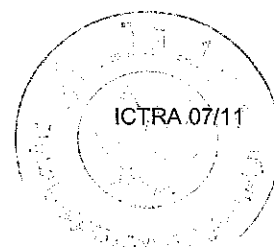
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ANNEXURE F – ACCESS AND WHOLESALE SERVICES

1. Negotiation Procedures for Access Agreements

- 1.1 These procedures shall apply to any request for access ("**Request**") that is submitted to the Authorised Service Provider by a holder of a Public Fixed or Mobile Telecommunications Networks and Services Licence. This includes (but is not limited to) Requests involving passive infrastructure, facilities, activities or related services that fall within a relevant market with respect to which the recipient of a Request may be designated as dominant, unless the Supreme Council requests the parties to follow the procedures for a Fast Track Access Process as set forth in Section 2 of Annexure J.
- 1.2 At the time the holder of a Public Fixed or Mobile Telecommunications Networks and Services Licence submits a Request to the Authorised Service Provider, the Requesting Licensee or the Authorised Service Provider (either party) will deliver a complete copy of the Request to the Supreme Council.
- 1.3 Within three (3) days of receiving a Request from a holder of a Public Fixed or Mobile Telecommunications Networks and Services Licence, the Authorised Service Provider will send a written acknowledgement to the requesting Licensee and will propose a date, time and place for the parties to conduct an initial negotiation meeting.
 - 1.3.1 Unless both parties agree otherwise, the meeting will take place no later than ten (10) days after the day on which the Authorised Service Provider receives the Request.
 - 1.3.2 At the time the Authorised Service Provider sends the acknowledgment to the Requesting Licensee, the Authorised Service Provider will submit a proposed non-disclosure agreement. Such non-disclosure agreement shall not exclude the disclosure of any information to the Supreme Council. If the parties do not enter into a non-disclosure agreement within fifteen (15) days of the day on which the Authorised Service Provider receives the Request, the parties will enter into on the following day a model non-disclosure agreement that shall be specified by the Supreme Council.
- 1.4 Within five (5) days of receiving a written order from the Supreme Council seeking disclosure of information relating to the negotiations, the Authorised Service Provider will deliver the requested information to the Supreme Council. The Authorised Service Provider will provide a copy of such information to the other party, if expressly requested to do so by the Supreme Council.
- 1.5 The Authorised Service Provider and the Requesting Licensee shall negotiate in good faith and exercise best efforts to reach a commercial agreement. If a commercial agreement is reached, the Authorised Service Provider and the Requesting Licensee shall cooperate fully with the other party and exercise best efforts to perform their respective obligations under the agreement.
- 1.6 Within five (5) days following the execution of an access agreement, the Authorised Service Provider from which access has been requested shall file a duly executed copy of the agreement with the Supreme Council.
- 1.7 If the parties do not reach an agreement on all or certain aspects of the requested service within sixty (60) days of the delivery of a Request by the Requesting

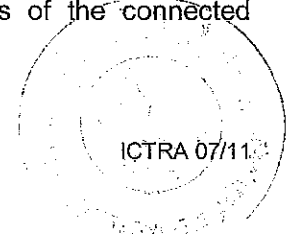


Licensee or the Authorised Service Provider, either party may request the Supreme Council to establish the price, terms and conditions on which the infrastructure access, facilities or related services must be provided. If the Supreme Council determines that the Request is justified, in whole or in part in accordance with the Applicable Regulatory Framework, it may set prices based on actual costs, international benchmarks and or other appropriate cost methodology.

- 1.8 If the Supreme Council decides to intervene upon request made pursuant to the provisions of Section 1.7 of this Annexure F, the Authorised Service Provider and the Requesting Licensee shall provide the Supreme Council with all reasonable assistance and shall comply with the Supreme Council's determination of the price and any other terms and conditions which have been agreed by the parties or stipulated by the Supreme Council.
- 1.9 Nothing in this Annexure F shall prevent the Authorised Service Provider from submitting a request to the Supreme Council to determine any terms or conditions of access that cannot be reached by commercial agreement following negotiations in good faith and best efforts to reach agreement.

2. Substantive Requirements of the Access Agreement

- 2.1 An access agreement shall contain at least the following information and any other provisions required by the Applicable Regulatory Framework:
 - (a) the type of equipment that will be used to access the infrastructure, the connected network termination points, and related technical arrangements, including, switches (location, type and function), interconnection circuits (location, number, speed/capacity and type), signalling, routing and synchronization;
 - (b) the capacity required by the Requesting Licensee and the commitments of the other party to the access agreement to provide this capacity;
 - (c) dates, time periods, and deadline for establishing access;
 - (d) testing arrangements and protocols;
 - (e) any special provisions required to maintain acceptable quality;
 - (f) measures for the protection of the infrastructure and connected networks from damage or harm, and for ensuring network safety;
 - (g) additional cost components of the Authorised Service Provider, or of the Requesting Licensee, associated with the establishment of the agreed connected network termination points for access;
 - (h) access prices and other terms and conditions;
 - (i) the procedures for infrastructure management;
 - (j) the effective period of the access agreement; procedures for amendment, renewal, suspension and termination thereof.
- 2.2 The access agreement will contain a specific description of the physical location and implementation of the connected network termination points of the connected



networks. The standard interface specified in the Applicable Regulatory Framework or otherwise applied in Qatar, including relevant technical norms and regulations, will be used at the connected network termination point. A list of the applicable technical norms and regulations relating to access arrangements will be compiled maintained and kept up-to-date by the Supreme Council.

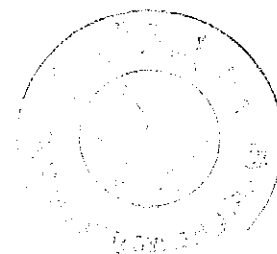
- 2.3 The provisions of this Section 2 shall apply, to the extent reasonable, to infrastructure and facilities access.
- 2.4 Copies of all access agreements will be filed with ictQATAR by the Authorised Service Provider within 14 days of the effective date.

3. Access Disputes

- 3.1 The Authorised Service Provider will seek to resolve all disputes regarding the implementation of any access agreement through good faith negotiations.
- 3.2 If the parties are unable to do so, all disputes will be resolved pursuant to the relevant provisions of the Applicable Regulatory Framework.
- 3.3 Where the Authorised Service Provider has been unable to agree on the resolution of an access dispute following good faith negotiations and reasonable efforts to reach an amicable settlement, the Authorised Service Provider or any other party to such dispute may apply to the Supreme Council for assistance in resolving the dispute. In response to any such request, the Supreme Council may:
 - (a) assign members of its staff or an expert consultant to attempt to mediate the dispute;
 - (b) issue a decision to resolve the dispute, which order shall be enforceable immediately; or
 - (c) take such other action it deems appropriate.

4. Publication of Access information

- 4.1 ictQATAR may require the Authorised Service Provider to submit a non-confidential, non-discriminatory version of its access offering or agreement for the purpose of publication.
- 4.2 The confidentiality of any information to be published by ictQATAR will be decided at the sole discretion of ictQATAR.



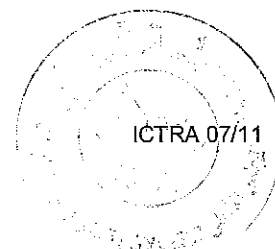
ANNEXURE G – [INTENTIONALLY OMITTED]



ANNEXURE H – FEES AND CONTRIBUTIONS

1. General Provisions Relating to Fees

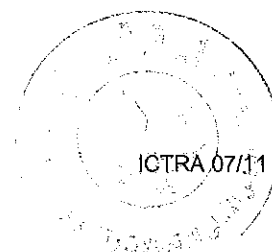
- 1.1 The Authorised Service Provider shall duly and timely meet any obligations relating to the fees and contributions specified in this Authorisation, including this Annexure H, and as required by the Applicable Regulatory Framework.
- 1.2 The amounts of any fees to be paid by the Authorised Service Provider hereunder are, for the avoidance of doubt, stated exclusive of any tax which may be payable under applicable laws and regulation.
- 1.3 Unless otherwise provided by the Applicable Regulatory Framework, all fees identified in Sections 2 and 3 of this Annexure shall be due and payable annually in arrears, in each case in relation to the Calendar Year (or part thereof) to which the fees apply. With respect to the Authorisation Fee, as set forth in Sections 2 and 3 of this Annexure, the Authorised Service Provider shall calculate the payment due based on the best information available to the Authorised Service Provider, including its unaudited accounts, in respect of the applicable Revenues, access charges, and allowable operating expenses for the Calendar Year in question (the **"Provisional Fee Payment"**). The Authorised Service Provider shall remit the Provisional Fee Payment to the Supreme Council no later than the 1st March of each Calendar Year. The Authorised Service Provider shall notify the Supreme Council of the difference, if any, between the Provisional Fee Payment and the amount due based on the Authorised Service Provider's audited financial statements (the **"True-Up Calculation"**) within thirty (30) days of the formal approval of same by the duly authorized corporate body, and the Authorised Service Provider shall furnish a copy of its approved financial statements to the Supreme Council. If the True-Up Calculation is approved by the Supreme Council, the Authorised Service Provider shall make or receive payment of the difference, as the case may be, within thirty (30) days of the date on which the True-Up Calculation is approved by the Supreme Council. If the True-Up Calculation is not approved, the Authorised Service Provider shall cooperate fully with the Supreme Council to substantiate its calculations and shall correct or revise its calculations if it is instructed to do so by the Supreme Council.
- 1.4 Following a public consultation process and at least ninety (90) days' notice (which may include a portion or all of the consultation period), the Supreme Council may change the method or timing of the payment of fees, and it shall notify the Authorised Service Provider in writing through the issuance of a notice or other means, in advance of any change taking effect. The payment rules and procedures determined by the Supreme Council shall become binding upon and enforceable against the Authorised Service Provider on the date specified by the Supreme Council in the notice.
- 1.5 The Authorised Service Provider may be liable for an administrative fee for each day of delay.
- 1.6 The Authorised Service Provider shall cooperate with the Supreme Council and any auditor that it may select to undertake an attest audit of the Authorised Service Provider's records of accounts, including the Authorised Service Provider's audited financial statements, to verify the correct amount of fees paid or due to be paid by the Authorised Service Provider in accordance with the provisions of this Authorisation and the Applicable Regulatory Framework.



- 1.7 If the Authorisation is surrendered or revoked, no refund of fees or any amount paid under the terms of this Authorisation or provided for in any relevant provision of the Applicable Regulatory Framework will be made, except where the Supreme Council consents to a refund in whole or in part, at its sole discretion.
- 1.8 Repeated failure by the Authorised Service Provider to pay the required Authorisation fees on a timely basis shall be grounds for the revocation of this Authorisation.
- 1.9 The Authorised Service Provider shall promptly notify the Supreme Council of the date on which any Public Telecommunications Licensee commences, or announces a date to commence, the provision of any authorized Public Telecommunications Service in the State of Qatar.
- 1.10 The Supreme Council may from time to time issue guidelines concerning the classification of items as operational costs or expenses, after consultation with affected Service Providers, as necessary to ensure a uniform approach to the calculation of the Authorisation Fee. In no event, however, shall the Authorised Service Provider be authorized to include, directly or indirectly, into the deductible operational costs and expenses any penalties, sanctions or other costs resulting from any decision of the Supreme Council or any other public authority determining that the Authorised Service Provider has breached its obligations under this Authorisation, the Applicable Regulatory Framework or any other relevant law or regulation.

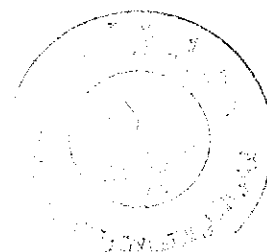
2. Authorisation Fee

- 2.1 For each Calendar Year (or part thereof) beginning on the Effective Date, the Authorised Service Provider shall be liable for the payment to the Supreme Council of an annual Authorisation fee (the "**Authorisation Fee**") in an amount equal to a specified percentage of net revenue from activities under this Authorisation (the "**Specified Percentage**"). For this purpose, net revenue shall be calculated as follows: (i) revenues generated by the Authorised Service Provider from the provision of the Authorized Telecommunications Infrastructure during such Calendar Year (or part thereof), as set forth in the Authorised Service Provider's audited financial statements (the "**Wholesale Revenue**").
- 2.2 The Specified Percentage shall be set by the Supreme Council with a view to covering its regulatory expenses and operating costs from funds received from all Authorised or Licensed Service Providers required to pay the Authorisation Fee or Licence Fees, in accordance with the procedures set forth in Section 1.4 of this Annexure. The Specified Percentage shall initially be one (1) percent and may be increased or decreased at the sole discretion of the Supreme Council, to reflect changes in its expenditures or budget, or in the actual or anticipated receipts from the total sum of the Authorisation Fees paid by all Authorised Service Providers or Licensees that are subject to the payment of such fees.
- 2.3 The Authorisation Fee shall be remitted by the Authorised Service Provider for the benefit of the Supreme Council to the bank account in the name of the Supreme Council held and maintained by Qatar National Bank, or to such other bank account as the Supreme Council may determine in a written notice served to the Authorised Service Provider no later than two (2) weeks prior to the date on which the Authorisation Fee is due and payable.



3. The Industry Fee

- 3.1 The Authorised Service Provider shall not be liable for the payment of an annual industry fee (the "**Industry Fee**").



ANNEXURE I – ADDITIONAL OBLIGATIONS OF DOMINANT SERVICE PROVIDERS

1. Accounting and Structural Requirements

1.1 Cost Studies

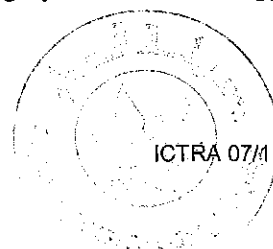
When ordered by the Supreme Council, a Dominant Service Provider ("DSP") (for the purposes of access as provided for in Article 23 of the Telecommunications Law) will prepare or otherwise participate in a cost study of its telecommunication network or infrastructure and related services. The service provider will comply with all requirements contained in the Supreme Council's order. For convenience, references to a DSP's obligations in this annexure relate to those networks or infrastructure and related services falling within markets with respect to which the Authorised Service Provider has been designated as a Dominant Service Provider.

1.2 Independent Auditor

When ordered by the Supreme Council, a DSP will retain, at its own expense, a qualified independent auditor deemed satisfactory by the Supreme Council.

1.3 Accounting Procedures

- (a) If directed to do so by the Supreme Council, a DSP shall adopt and implement a cost accounting system that will enable the Supreme Council to verify that, except where the Supreme Council has provided otherwise, the charge for telecommunications network and related services provided by a service provider is cost-oriented. The DSP will disclose the main categories under which costs are grouped and the rules used for the allocation of costs to each service category. The DSP will implement this requirement in four stages in accordance with the following maximum deadlines or as otherwise directed by the Supreme Council:
- (i) Within 6 months of an order issued by the Supreme Council designating the Authorised Service Provider as dominant, the DSP will provide to the Supreme Council a written status report regarding planning for the cost accounting system.
 - (ii) Within 12 months of an order issued by the Supreme Council designating the Authorised Service Provider as dominant, the DSP will complete all planning regarding the cost accounting system, and will submit to the Supreme Council for its review and approval a complete description of the proposed cost accounting system.
 - (iii) Within 18 months of an order being issued by the Supreme Council designating the Authorised Service Provider as dominant, the DSP will provide to the Supreme Council a written status report regarding implementation of the cost accounting system.
 - (iv) Within 24 months of an order being issued by the Supreme Council designating the Authorised Service Provider as dominant, the DSP will fully implement the cost accounting system in the form approved by the Supreme Council.
- (b) The DSP will make any changes to the cost accounting system methodology that the Supreme Council may require.



- (c) The DSP will direct its independent auditor to conduct an audit, not less than once per year, and to render an opinion, a copy of which shall be promptly delivered to the Supreme Council, as to whether the service provider has complied with the methodology approved by the Supreme Council.

1.4 Accounting Separation Requirements

- (a) If ordered by the Supreme Council, a DSP will adopt accounting separation procedures that will include the following:
 - (i) establishing separate accounts for each service category specified by the Supreme Council;
 - (ii) where feasible, allocating costs, revenues and assets directly to the appropriate service category;
 - (iii) allocating joint costs, joint revenues, and jointly used assets to the appropriate service category using the allocation methodology specified by the Supreme Council; and
 - (iv) recording the transfer of assets from one service category to another service category using the methodology specified by the Supreme Council.
- (b) If the Supreme Council directs a DSP to adopt accounting separation procedures, the Authorised Service Provider will direct its independent auditor to conduct an attest audit, not less than once per year, and to render an opinion, a copy of which shall be promptly delivered to the Supreme Council, as to whether the Authorised Service Provider has complied with the methodology specified by the Supreme Council.

2. Disclosure of Network Technical Information

2.1 Initial Disclosure

- (a) Within 90 days of the effective date of an Order designating the Authorised Service Provider as dominant in a relevant market or markets, the DSP will disclose by publication on its external website technical specifications and other information about the DSP's telecommunications infrastructure, facilities or services in respect of any designated relevant markets which are required by wholesale users to connect terminal equipment to the infrastructure;
- (b) The information will be sufficiently detailed to enable deployment of equipment and services that can connect to and/or interoperate with the DSP's infrastructure.

2.2 Advanced Disclosure of Network Changes

- (a) At least six months prior to implementing any change in the technical specifications in its infrastructure, a service provider will disclose by publication on its external website any technical specifications or other information regarding the change that is required by wholesale users to connect terminal equipment to the infrastructure.

- (b) The information will be sufficiently detailed to enable deployment of equipment and services that can connect to and/or interoperate with the DSP's infrastructure.

3. Abuse of Dominant Position

3.1 General Prohibition

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

3.2 Exclusionary Conduct

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

3.3 Tying

A DSP will not require a wholesale customer that wants to purchase access to specific infrastructure, as a condition for purchasing access, to also purchase or otherwise pay for any other infrastructure, network or network element, facility or service, whether from the DSP, an affiliate or a third party, except where expressly permitted in advance by the Supreme Council.

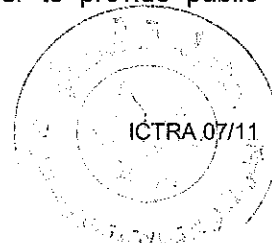
3.4 Anti-competitive Discounts

A DSP will not offer a significant discount from the price of any telecommunications infrastructure, facility or service, not justified by any objective factor, that has the effect of foreclosing another service provider from a significant portion of any telecommunications market. In particular, the service provider will not offer:

- (a) loyalty discounts, in which the DSP offers a discount on the condition that the wholesale customer not purchase infrastructure, network, network elements, facilities or services from another service provider;
- (b) volume discounts based on a wholesale customer's total expenditure, but that are applied only to charges for infrastructure, facilities or services that are subject to effective competition; or
- (c) selective discounts that are available only to wholesale customers that have the greatest ability to switch to alternative suppliers.

3.5 Anti-competitive Refusals to Deal

Absent a legitimate business justification, a DSP will not refuse to provide another service provider with access to any infrastructure, facility or service, system or information that the other service provider requires in order to provide public



telecommunications network or services within the State of Qatar or between Qatar any other location.

3.6 Predatory Pricing

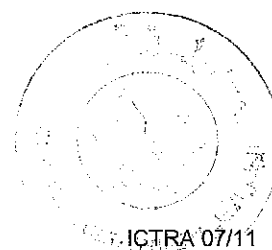
A DSP will not provide telecommunications infrastructure, facilities or services at a price that is less than average variable cost.

3.7 Cross-subsidisation

Unless approved by the Supreme Council, a DSP will not use revenues from the provision of telecommunications infrastructure, facilities or services that are not subject to effective competition, or transfer a part of the cost of a telecommunications network, network element, facility or service, to cross-subsidise the price of any telecommunications network, network element, facilities or related services that are subject to effective competition.

3.8 Predatory Network Alteration

A DSP shall not alter the existing technical specifications of its infrastructure, or adopt new technical specifications, if this imposes significant costs on another service provider, or degrades the operation of another service provider's network, absent a legitimate business, operational or technical justification.



ANNEXURE J – TRANSITIONAL PROVISIONS

1. Precedence of Annexure J over Other Provisions of this Authorisation

This Annexure contains transitional provisions that shall apply to the Authorised Service Provider during the Authorisation period following the Effective Date. In case of any inconsistency or contradiction between the provisions of this Annexure J and any other provision of this Authorisation, including any of its Annexures, the provisions of this Annexure J shall take precedence and control.

2. Fast-Track Access Process

- 2.1 Notwithstanding any other procedural requirements set forth in this Authorisation or otherwise in the Applicable Regulatory Framework, the Authorised Service Provider may request the Supreme Council to implement accelerated procedures to facilitate the establishment of interim terms and conditions for access services or products for the purpose of expediting the implementation of access arrangements with Public Telecommunications Licensees.
- 2.2 If the Supreme Council determines that a fast-track procedure should be applied, it shall stipulate an accelerated timetable for negotiation between the parties.
- 2.3 If the parties cannot reach agreement within the negotiation period stipulated by the Supreme Council, the Supreme Council may intervene and determine the terms and conditions that will apply until and unless the parties agree on mutually acceptable alternative terms and conditions. Any terms and conditions determined by the Supreme Council will be subject to subsequent review by the Supreme Council pending the completion of proceedings in accordance with the general provisions of the Applicable Regulatory Framework relating to access.

