

PUBLIC NETWORK SPECTRUM LICENSE

GRANTED TO VODAFONE QATAR Q.S.C

MASTER SPECTRUM LICENSE FOR POINT – TO – POINT MICROWAVE

This Radio Spectrum License ("**Master License**"), issued in the form of a Master Spectrum License, is hereby granted in accordance with Decree Law No. (34) of 2006 on the promulgation of the Telecommunications Law (the "**Telecommunications Law**"), pursuant to which the Supreme Council of Information and Communication Technology – "ictQATAR" (the "**Supreme Council**") is responsible for managing, assigning and allocating radio frequencies.

This Master License grants to the holder the right to apply to the Supreme Council for the assignment of frequency bands not assigned by its separate microwave block license to support fixed point-to-point services. If an application filed pursuant to this Master License is approved, the Master License holder will be authorized to use assigned radio spectrum in accordance with the terms and conditions of this Master License and its schedules, the terms and conditions of the holder's related Individual Licenses for the Provision of Public Mobile and Fixed Telecommunications Networks and Services (collectively, the "**Individual Licenses**"), relevant legislation and international treaties and regulations concerning radio spectrum, and any regulations, decisions, orders, rules, instructions or notices issued by the Supreme Council (hereinafter, collectively referred to as the "**Applicable Regulatory Framework**").

The License holder is:

VODAFONE QATAR Q.S.C

Commercial Regn No.: 39656

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

(the "Licensee")

ICTRA 07/08 D-13

The Licensee is hereby assigned, and is authorized to utilize the frequencies listed in, Schedule A hereto (the "**Assigned Frequencies**"), subject to the applicable authorization and expiration dates and the fixed geographical points identified therein. Schedule A shall be revised and updated from time to time to reflect the assignment of frequency bands under this Master License, in accordance with the National Frequency Assignment Table and associated registers.

I. BASIC TERMS AND CONDITIONS

1. Definitions

The words and expressions used in this Master License shall have the meanings set forth in the Telecommunications Law, the Individual Licenses and this Master License, unless otherwise specified.

2. Legal Nature of the Master License

This Master License is a unilateral administrative grant by the State of Qatar acting in the public interest through the Supreme Council, and issued pursuant to a decision by the Supreme Council authorizing the Licensee to use the specified radio frequencies pursuant to and in accordance with this Master License and its Schedules, and the Applicable Regulatory Framework. This Master License does not grant the Licensee any ownership interest or property rights or property interest in the Assigned Frequencies, nor shall any such rights be created or implied by virtue of the Licensee's use of the Assigned Radio Frequencies.

3. Obligation to Comply with License Terms and Applicable Regulatory Framework

The Licensee shall comply (and shall cause any of its officers, subcontractors and agents to comply) with the terms and conditions of this Master License (including its Schedules), with the Individual Licenses and with the Applicable Regulatory Framework, including any amendments thereto that may from time to time be adopted by the Supreme Council or other competent authority.

4. Effective Date and Duration; Applications for Frequency Assignments

4.1 This Master License shall become effective on the date of grant (the "**Effective Date**") and shall remain effective for twenty-five years after the Effective Date, subject to the Licensee's compliance with the terms and conditions set forth in this Master License and the Applicable Regulatory Framework

4.2 Authorization granted to the Licensee to use the Assigned Frequencies shall remain valid for the shorter of the applicable term of validity specified in Schedule A hereto or one (1) year, and may be renewed in accordance with clause 5 of this Master License.

5. Renewal

5.1 The Licensee may apply for renewal of the grant of any Assigned Frequencies no earlier than 60 days and no later than 30 days prior to the relevant date of expiry as set forth in Schedule A. Renewals may be granted for a period of up to one (1) year each, unless a shorter period is requested by the Licensee, provided that (a) the related Individual



Licenses remain valid during the proposed extension period, (b) all applicable spectrum fees due under this Master License have been paid on time and in full, and (c) the Supreme Council has no objections to renewal following any repeated or material violations of this Master License, any related individual Licenses or the Applicable Regulatory Framework.

- 5.2 An application for renewal of this Master License shall be filed concurrently with any application for renewal of the Individual License that may be filed by the Licensee. This Master License shall be renewed if the Individual License is renewed, and for the same term, provided that: (1) all applicable Radio Spectrum Usage Fees required under this Master License, including any amendments hereto, have been paid on a timely basis and in full during the course of the entire term of the Master License subject to renewal; and (2) the certifications required by Clause 10.7 of this Master License have been submitted annually to the Supreme Council and accepted by it.
- 5.3 This Master License may be amended upon renewal if the Supreme Council determines that modification of the terms is necessary to address substantial changes in circumstances, including but not limited to technology advancements and market developments, or in accordance with the Applicable Regulatory Framework relating to the amendment of radio spectrum licenses.
- 6. Amendment, Suspension and Revocation**
- 6.1 The Supreme Council may amend, suspend or revoke this Master License or the assignment of any radio spectrum under this Master License, in whole or in part, pursuant to the procedures, terms and conditions set out in the Applicable Regulatory Framework.
- 6.2 The Supreme Council may suspend or revoke this Master License if the Licensee: (a) fails to remit the applicable annual Radio Spectrum Usage Fees in full by the prescribed date, as set forth in Schedule B, including any amendments thereto that may be approved by the Supreme Council; (b) fails to file the annual certification, duly signed by the Licensee's Board of Directors, in accordance with Clause 10.7 of this License; or (c) assigns the License to any third party without prior written approval of the Supreme Council.
- 6.3 The Supreme Council shall revoke this Master License if the Individual Licenses are terminated or revoked.
- 6.4 This License may be revised to: (a) conform to the terms and conditions of the Individual Licenses, including any modifications thereto that may be approved by the Supreme Council; (b) bring the terms of the License into conformity with the Applicable Regulatory Framework (including the National Frequency Assignment Plan, the National Frequency Allocation Table, and the National Frequency Assignment Register); or (c) modify the frequency bands or individual channels assigned by this Master License in accordance with Clause 10.5 of this Master License.
- 6.5 Schedule A of this Master License shall be revised from time to time, in accordance with the National Frequency Assignment Table, as necessary to update the list of Assigned Frequencies.



7. Assignment

The Licensee shall not sell, give, transfer, assign or lease, in whole or in part, the spectrum rights in the Assigned Frequencies granted by this Master License to any third party without the Supreme Council's prior approval, in accordance with the procedures established by the Applicable Regulatory Framework. For purposes of this License, any of the following will be deemed to constitute an assignment of the Master License: (a) a transfer or change of control in the Licensee; (b) any segregation or partition of radio frequency spectrum rights, or any combination thereof; or (c) any arrangement by the Licensee to share radio frequency spectrum rights with one or more third parties.

II. RIGHTS OF THE LICENSEE

8. Assigned Frequencies and Usage Rights

8.1 Subject to the Applicable Regulatory Framework, the Individual Licenses and the terms and conditions of this Master License, the Licensee is hereby authorised to use Assigned Frequencies in accordance with Schedule A, as amended and updated from time to time. The Licensee shall have the right to use the Assigned Frequencies on an Exclusive Primary Basis. Any other licensee that may be authorized by the Supreme Council to use the Assigned Frequencies will be authorized to do so on a Secondary Basis only, and the spectrum licenses issued to any such licensees shall clearly indicate the Secondary Status of the spectrum rights granted to them, provided that (if applicable):

- (a) **Exclusive Primary Basis:** means the nature of a right granted to the holder of a spectrum license, pursuant to which the licensee is the only Person authorized to use the specified frequency bands who is also entitled to protection from: (1) harmful interference caused by any other licensee who may be authorized to use the same spectrum on a Secondary Basis; and (2) claims of harmful interference by any such licensee;
- (b) **Secondary Basis or Status:** means the nature of a right granted to the holder of a spectrum license who is authorized to use the specified frequency bands subject to the condition that such licensee does not cause any harmful interference to, or claim protection from any harmful interference caused by, other licensees who have been granted the right to use the same frequency bands on an Exclusive Primary or a Co-Primary Basis; and
- (c) **Co-Primary Basis:** means the nature of a right granted to the holder of a spectrum license to use the specified frequency bands, subject to the condition that the licensee must coordinate with other Co-Primary licensees in order to limit harmful interference to existing links and services operating in the relevant frequency bands, and to facilitate the introduction of additional links and services in the relevant frequency bands. Co-Primary licensees must refrain from causing harmful interference to, and may not require protection from, the links and services of other Co-Primary licensees that were previously authorized and operating in the licensed frequencies. All Co-Primary licensees are authorized to use the frequency bands covered by their respective licenses subject to protection from: (1) harmful interference caused by any other licensee that may



be authorized to use the same spectrum on a Secondary Basis, and (2) claims of harmful interference by holders of licenses granting Secondary Status with respect to the frequency bands covered.

- 8.2 The Licensee may apply for additional or modified Frequency Assignments under this Master License no earlier than one hundred and eighty (180) days and no later than fifteen days prior to the date by which use of the frequencies applied for is sought.

9. Authority to Operate Radio Equipment

The Licensee also is hereby granted the right to install and operate radio stations or other radio communications equipment (collectively, the "Radio Emitting Stations" or "Station") in the Assigned Frequencies, provided that the Licensee complies with the relevant provisions of the Applicable Regulatory Framework, including all type approval requirements and procedures applicable to such equipment.

III. OBLIGATIONS OF THE LICENSEE

10. Use of Radio Spectrum

- 10.1 The Licensee shall use the Assigned Frequencies solely for the provision of the services authorized by the Individual Licenses, using fixed point-to-point microwave, a radio communications service between two fixed points using directional transmitter and receivers.
- 10.2 The Licensee shall not use the Assigned Frequencies for purposes of offering services on a commercial basis unless the Individual Licenses are effective.
- 10.3 The Licensee shall comply with existing and future international coordination requirements and procedures, including the relevant international Radio Regulations issued by the International Telecommunication Union ("ITU"). Unless expressly authorized in writing by the Supreme Council, the Licensee shall not represent or act on behalf of the State of Qatar before the ITU or other international or multilateral organizations. Upon request of the Supreme Council, the Licensee shall provide technical assistance and support to the Supreme Council in connection with the latter's representation of the State of Qatar before, and its participation in, regional and international governmental organizations and fora, including the ITU.
- 10.4 The Licensee shall coordinate, when necessary, with other radio spectrum licensees in the State of Qatar to avoid harmful interference relating to the Assigned Frequencies. In the event that there is a disagreement between or among licensees regarding the prevention or causation of harmful interference, relating to the Assigned Frequencies, the affected licensees shall be responsible for resolving such disputes expeditiously and, if such efforts are unsuccessful, one or more of the licensees involved may request the Supreme Council to intervene to resolve the dispute.
- 10.5 The Licensee shall use the Assigned Frequencies efficiently and shall notify the Supreme Council promptly if the Licensee no longer requires the use of any portion of the Assigned Frequencies. In addition:



- (a) During the term of this Master License, the Supreme Council may direct the Licensee to identify and release any or all of the Assigned Frequencies if the Supreme Council determines that the spectrum is not being used or that it is being used inefficiently. Except as otherwise provided in the Applicable Regulatory Framework and subject to consultation with the Supreme Council and a minimum of 90 days' notice (which may include part or all of the consultation period), the Licensee shall comply fully with any instructions issued by the Supreme Council to identify or release any radio spectrum in the interest of maximizing spectrum efficiency and the public good, as determined by the Supreme Council in accordance with the Applicable Regulatory Framework. The Licensee shall comply fully with any timetables for the release of radio spectrum bands designated by the Supreme Council for release;
 - (b) The Licensee shall assist the Supreme Council in the coordination and management of the efficient use of radio spectrum, and shall provide any information requested by the Supreme Council concerning the Licensee's use or proposed use of spectrum resources; and
 - (c) Schedules A and B of this Master License shall be modified as and when necessary to reflect any mandated or authorized changes in the Assigned Frequencies.
- 10.6 If the Licensee ceases to use all of the Assigned Frequencies for the Services authorized by its Individual Licenses for a continuous period of one (1) year or more the Master License shall be deemed abandoned and the Supreme Council may cancel the License after providing notice to the Licensee of no less than thirty (30) days.
- 10.7 The Licensee shall submit annually to the Supreme Council, by the deadline set for remitting the annual Radio Spectrum Usage Fees, a certification approved by the Board of Directors of the Licensee, which attests that the Licensee: (1) has made demonstrable progress, as defined by the Supreme Council, in the construction of the Radio communications facilities to support the use of the Assigned Frequencies; (2) is using the Assigned Frequencies in an efficient manner and in compliance with the terms of this Master License, the Individual License and the Applicable Regulatory Framework. Failure to submit this certification or submission of a false certification shall be grounds for revocation of this Master License. The Supreme Council may require verification in support of the certification, and the Licensee shall cooperate fully in the verification process. The certification shall be deemed to be accepted by the Supreme Council if no action is taken within sixty (60) days of the deadline for filing the certifications.
- 11. Radio Spectrum Usage Fees**
- 11.1 The Licensee shall pay the Radio Spectrum usage fees that are set out in Schedule B (the "**Radio Spectrum Usage Fees**"), pro-rated in cases where the Assigned Frequencies are authorized for a period of less than one (1) year. These fees are in addition to any other fees or contributions the Licensee may be required to pay pursuant to its Individual Licenses or as a condition of the grant of the Individual Licenses or this Master License. Failure to pay the required Radio Spectrum Usage Fees set forth in Schedule B shall be ground for revocation or suspension of this Master License.



11.2 The licensee shall pay the Radio Spectrum usage on an annual basis in advance of the use of the Assigned Frequencies in the upcoming year. The first payment of the Radio Spectrum usage fees shall be due on or before the Effective Date of the Master License. Every subsequent payment shall be due on the date on the Anniversary of the Effective Date of this Master License, except in the case of any new band of Assigned Frequencies that is authorized mid-year, in which case the initial payment (pro-rated) shall be due on the date on which authorization of such Assigned Frequencies is granted.

11.3 The Supreme Council may change the method or timing of the payment of Radio Spectrum Usage Fees or the amount of the fees, and shall notify the Licensee in writing through the issuance of a public notice or other means, at least thirty (30) days in advance of any change taking effect. The payment rules and procedures determined by the Supreme Council shall become binding upon and enforceable against the Licensee on the date specified by the Supreme Council.

12. Conditions of the License

12.1 The Licensee shall comply with the technical restrictions, if any, for the licensed radio-communications services or stations listed in Schedule A.

12.2 The Master Licensee shall utilize the Assigned Frequencies in full conformity with the effective National Frequency Assignment Plan, the National Frequency Allocation Table, and the National Frequency Assignment Register maintained by the Supreme Council, including any amendments thereto.

12.3 The Licensee shall bring all extant licenses for the use of microwave spectrum issued prior to the Effective Date of this Master License into compliance with the terms and conditions of this Master License within Sixty (60) business days of the Effective Date.

13. Record-Keeping Obligations

13.1 The Licensee shall maintain current records, as required by the Applicable Regulatory Framework, including but not limited to:

- (a) The equipment specifications of all stations and other radio communications equipment operating under the Radio Spectrum License;
- (b) The coverage area of the network and of each emitting Station;
- (c) The effective radiated power of any emitting Station and its location and height;
- (d) The measures taken to ensure that each emitting station is not a source of harmful radiation to the public, and the Licensee's employees and contractors;
- (e) Any information necessary for the Supreme Council to develop and keep updated the National Frequency Assignment Plan, the National Frequency Allocation Table and any National Frequency Assignment Register;
- (f) The emission designation of each emitting Station, as those designations are found in the Applicable Regulatory Framework; and



(g) The types of radio-communications provided to the Licensee's customers

13.2 The Licensee shall promptly provide such records and information to the Supreme Council on request.

IV. COMPLIANCE

Failure to comply with the terms of this Master License shall constitute a breach of the Master License and the related Individual License, and violations shall be dealt with in accordance with the procedures set forth therein.

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



Dated: 29-June-2008

SCHEDULE A

ASSIGNMENT OF RADIO FREQUENCY SPECTRUM

"Assigned Frequency" means, unless otherwise specified below, the paired radio frequency band(s) consisting of the range of radio frequencies between the upper and lower frequency limits of the radio frequency bands specified in the table below.

Radio Frequency	Geographic Coverage Area
14,417.00 MHz – 14543.00 MHz // 14,907.00 MHz – 15,033.00 MHz	Nationwide
22,211.00 MHz – 22,393.00 MHz // 23,219.00 MHz – 23,401.00 MHz	Nationwide



SCHEDULE B
RADIO SPECTRUM USAGE FEES

Radio Spectrum	Amount QAR per 2x 1 MHz per year	Date Payable	Total Due per Year (QAR)
14,417.00 MHz – 14543.00 MHz	3,640	(1) Prior to the Competitive Service Launch Date, in accordance with Article (4) of Decree Law No. (34) of 2006; (2) After the Competitive Service Launch Date, prior to each anniversary of the grant of this License, subject, however to provisions of Clause 11.1 of this License.	229,320 QAR
14,907.00 MHz – 15,033.00 MHz	3,640		229,320 QAR
22,211.00 MHz – 22,393.00 MHz	2,912	Ditto	264,992 QAR
23,219.00 MHz – 23,401.00 MHz	2,912		264,992 QAR

There is an administrative cost of 1,092 QAR per request for any additional spectrum that is outside of the above awarded frequency ranges.

