



Reference Passive Infrastructure Offer (RPO)

of

Ooredoo Q.S.C.

approved by

**The Supreme Council of Information and Communication
Technology
“ictQATAR”**

for consultation

ICTRA 2013/12/17
17 Dec 2013

Table of Contents

Reference Passive Infrastructure Offer - Main Body	5
Part One - Acceptance Procedures	5
1. Structure	5
2. Acceptance Notice	5
3. Assessment of Acceptance Notice	6
4. Representations of Warranties	6
5. Effect of Variation.....	7
Part Two – Basic Conditions	8
6. Definitions and Interpretations	8
7. Commencement and Duration	8
8. Scope	8
9. Non-Discrimination and Equivalence of Inputs	8
10. Definition of Passive Infrastructure	8
11. Network Alteration and Modification	9
12. Passive Infrastructure Services	9
13. Charging for Passive Infrastructure Services	9
14. Technical Aspects.....	9
15. Interference with Others' Services	10
16. Operational Aspects.....	11
17. Planning and Forecasting	11
18. Feasibility Studies	11
19. Ordering and Cancellation	11
20. Provisioning and Implementation.....	12
21. Provision of Information	12
22. Service Levels.....	13
23. Management of Passive Infrastructure Services	13
24. Billing and Payment	14
25. Credit Assessment and Credit Risk Management.....	14
26. Staff Safety and Network Protection.....	15
27. Confidentiality and Disclosure	15
28. Resolution of Disputes	17
29. Breach and Suspension.....	19
30. Termination	20
31. Notices	22
32. Assignment and Novation	22
33. Relationship of Parties (No Partnership)	23
34. Use of Subcontractors	23
35. Intellectual Property Rights	23
36. Review	23
37. Entire Agreement	24
38. Survival and Merger	24
39. Waiver	25
40. Consents and Approvals.....	25
41. Amendments.....	25
42. Third Party Rights	26
43. Counterparts	26
44. Costs, Expenses and Duties.....	26
45. Obligations in Good Faith	26
46. Insurance	26
47. Dealing with Government	26
48. No Prior Representations	26
49. Further Assurances.....	26
50. Force Majeure.....	27
51. Warranties.....	28
52. Liability	28
53. Severability	29

54.	Governing Law	29
55.	Indemnities	29
Annexes to the RO		32
Annex A – Definitions of Terms		33
1.	Interpretation	33
2.	Definitions	33
Annex B – Billing Processes and Procedures.....		49
1.	Chargeable Services	49
2.	Billing	49
3.	Invoicing.....	49
4.	Payment.....	50
Annex C – Passive Infrastructure Technical Overview		51
1.	General	51
2.	Technical Aspects.....	51
Annex D – Passive Infrastructure Service Schedule		55
1.	General	55
2.	P2P 1-Fiber Connection	55
3.	P2P-2-Fiber Connection	58
4.	P2P-Flat Ring Connection	60
5.	CO to CO Connection	63
6.	P2MP (GPON) Connection	64
7.	Collocation Service	67
8.	Facility Hosting.....	68
9.	Duct Access Service	69
10.	Duct Interconnection (the Access Provider and OLO).....	69
11.	Patching Service	70
12.	Special Projects	71
Annex E – Service Level Agreements (SLA).....		73
1.	Introduction	73
2.	Implementation Service Levels	73
3.	Operational Service Levels	75
4.	Service Credits.....	76
5.	Rebate Claims	76
6.	Remediation Plan.....	77
7.	Escalation	77
8.	Cancellation of Access Request	77
Annex F - Planning and Provisioning.....		78
1.	Introduction	78
2.	Planning and Forecasting	78
3.	Dark Fiber Ordering and Provisioning and Acceptance	79
4.	Collocation and Facility Hosting: Ordering, Provisioning and Acceptance	81
5.	Duct Access and Duct Interconnection Ordering, Provisioning and Acceptance	84
6.	Blockage clearance.....	87
7.	Site Survey.....	89
8.	Rescheduling Appointments	92
9.	Forms and Lists	94
Annex G – Operational Procedures		105
1.	Introduction	105
2.	Fault Notifications and Resolutions	105
3.	Applicable SLAs.....	108
4.	Planned Maintenance	108
5.	Physical Access to Facilities and Network Elements	109
6.	As-built documentation	111
7.	Landlord and Neighbor Management	111

8.	Health and Safety	111
9.	Damage	113
10.	Environmental Impact	115
11.	Prohibited Activities.....	115
12.	Interference, impairment or degradation.....	116
Annex H – Price List.....		117
1.	Introduction	117
2.	Dark Fiber Services	117
3.	Collocation Services	117
4.	Duct Access Services	117
5.	Special Projects	118
6.	Other Services	118

Reference Passive Infrastructure Offer - Main Body

Pursuant to Article (18) and (25)2 of the Telecommunications Law, Article (51) of the Executive By-Law and the License for the Provision of Public Fixed Telecommunications Networks and Services issued to the Ooredoo Q.S.C. (**Access Provider**) (dated 7 October 2007), Annexure F, Article (4), the Access Provider is publishing this Reference Offer (**RO**).

Part One - Acceptance Procedures

1. Structure

- 1.1 This RO is in two parts. Part One sets out the procedures to accept the basic conditions necessary for an Agreement contained in Part Two. Part Two, which includes all the Annexes, establishes the minimum terms and conditions on which the Access Provider will enter into an Agreement with Licensed Service Providers.

2. Acceptance Notice

- 2.1 If a Licensed Service Provider is entitled by the terms of its License and the Applicable Regulatory Framework to acquire Services contained in Part Two, the **Qualified Licensee** must submit to the Access Provider a written acceptance of the terms and conditions set out in Part Two (**Acceptance Notice**).
- 2.2 A Qualified Licensee that submits such an Acceptance Notice shall be known as the Other Licensed Operator (**OLO**). The OLO, by submitting the Acceptance Notice, will become bound by the provisions of this RO, including the representations and warranties contained in clause 4.
- 2.3 The OLO shall submit the Acceptance Notice in writing to: [INSERT APPROPRIATE Access Provider CONTACT INFO]. The OLO shall forward the Acceptance Notice to ictQATAR.
- 2.4 The OLO's Acceptance Notice must contain the following information:
- (a) The Services that the OLO wishes to receive;
 - (b) The location of any the Access Provider network elements the OLO seeks to utilize;
 - (c) The type of telecommunications Service license held by the OLO;
 - (d) A designated contact person;
- 2.5 Except to the extent the Access Provider finds the Acceptance Notice to be non-conforming under clause 3.1, and subject to clause 3, the Access Provider and the OLO will, following submission by the OLO of the Acceptance Notice, use their reasonable endeavors to commence discussions in relation to concluding an Agreement consistent with the terms and conditions as set out in Part Two within ten (10) Business Days of the receipt of the Acceptance Notice, and to complete such discussions within thirty (30) Business Days of the receipt of the Acceptance Notice. In case there is no agreement between the Access Provider and the OLO, the case shall be referred to ictQATAR who will rule on behalf of the parties.
- 2.6 For the purposes of this RO, an Agreement entered into on terms and conditions consistent with those set out in Part Two of this Agreement shall be referred to as a

Passive Infrastructure Agreement.

- 2.7 If the OLO requests Services outside the scope of Part Two, the terms and conditions for the provision of such Services shall remain outside the scope of the Agreement.

3. Assessment of Acceptance Notice

- 3.1 the Access Provider may find an Acceptance Notice to be non-conforming if:
- (a) The OLO is not a Qualified Licensee; or
 - (b) The OLO has not provided a notification in accordance with the requirements of clause 2.4, or the information contained in the Acceptance Notice is missing, inconsistent or incomplete; or
 - (c) the Access Provider is already supplying the Services that are the subject of the Acceptance Notice to the OLO pursuant to an existing Agreement and the OLO has not notified the Access Provider of its intention to terminate the provision of the Services under that existing Agreement. For avoidance of doubt the OLO shall be absolutely entitled to provide the Access Provider with an Acceptance Notice to embark upon new arrangements to supersede any Agreement existing prior to the Access Provider publishing the present Reference Passive Infrastructure Offer dealing with Passive Infrastructure Services.
- 3.2 If the Access Provider finds an Acceptance Notice to be non-conforming under this clause 3 it will:
- (a) Notify the OLO, copying ictQATAR, in writing within ten (10) Business Days of receipt of the Acceptance Notice; and
 - (b) Provide reasons in writing, copying ictQATAR, for rejection to the OLO with the notice in paragraph 3.2(a); and
 - (c) Not be required to enter into an Agreement pursuant to the Acceptance Notice.
- 3.3 If the Access Provider notifies the OLO that the Acceptance Notice is conforming, copying ictQATAR, the parties will commence discussions aimed at concluding the Agreement in accordance with clause 2.5.

4. Representations of Warranties

- 4.1 By submitting an Acceptance Notice, the OLO represents and warrants that:
- (a) It has power to enter into and observe its obligations under an Agreement; and
 - (b) It has in full force and effect the authorizations necessary to enter into the Agreement, observe obligations under it and allow it to be enforced; and
 - (c) Its obligations under the Agreement are valid and binding and are enforceable against it in accordance with its terms; and
 - (d) The information provided by it to the Access Provider in its Acceptance Notice is complete, true and correct, and not misleading.
- 4.2 the Access Provider represents and warrants that:
- (a) It has power to enter into and observe its obligations under an Agreement;
 - (b) It has in full force and effect the authorizations necessary to enter into an Agreement, observe the obligations under it and allow it to be enforced;
 - (c) Its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms.
- 4.3 Each Party agrees to indemnify the other Party on demand for any liability, loss,

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

5. Effect of Variation

- 5.1 The Access Provider may amend this RO from time to time with the consent of ictQATAR, provided ictQATAR has provided the OLO and other industry stakeholders the opportunity to make representations prior to the amendment taking effect.
- 5.2 Any amendments made by the Access Provider to the RO that ictQATAR may direct or approve will automatically form part of any existing Agreement concluded under this RO.

Part Two – Basic Conditions

6. Definitions and Interpretations

- 6.1 In this RO, except in cases in which the context would require otherwise, words and terms shall be defined based on the definitions contained in Annex A – Definitions of Terms Reference Passive Infrastructure Offer - Main Body.
- 6.2 In the event of conflict or ambiguity between the specific defined terms and terminology, the controlling provision shall be determined using the following hierarchy, which is presented in descending order:
- (a) The Telecommunications Law;
 - (b) The Telecommunications Bylaw;
 - (c) Each Party's License; and
 - (d) This RO, including all Annexes.

7. Commencement and Duration

- 7.1 This RO takes effect on the Commencement Date and shall continue until the expiry or revocation of the Access Provider's License, the expiry or valid termination of the OLO License or the termination of the Agreement in accordance with its terms, whichever comes first.
- 7.2 In the event that all or a material part of either Party's License is suspended or terminated, the other Party may suspend or terminate the Agreement (or such part thereof as may be reasonable in the circumstances) by notice in writing, copied to ictQATAR, to the Party whose License has been suspended or terminated.

8. Scope

- 8.1 The Access Provider will provide Services to the OLO pursuant to the terms of Part Two off this RO.
- 8.2 OLO acknowledges and agrees that, notwithstanding the grant of the Right of Use of a Passive Infrastructure or any other provision of this Agreement, between the Access Provider and OLO, the Access Provider retains ownership of, and Rights of Use in, for example, but not limited to the underlying Network, Ducts, Dark Fiber and Collocation space.

9. Non-Discrimination and Equivalence of Inputs

- 9.1 Notwithstanding other provisions in the Applicable Regulatory Framework, the Access Provider shall treat the OLO and all requests that the OLO makes for Services as set out in Annex D – Passive Infrastructure Service Schedule in a fair, reasonable and non-discriminatory manner.
- 9.2 Subject to any reasonable technical limitations, the Access Provider will provide the OLO with the same treatment and inputs required for the infrastructure of the OLO's networks, as the Access Provider provides for itself, or its affiliates and subsidiaries. the Access Provider shall not extend to itself any undue preference.

10. Definition of Passive Infrastructure

- 10.1 Passive Infrastructure enables the OLO to use Services for its own operations or to provide Services to its customers through the direct access to the Access Provider's Passive Infrastructure. Passive Infrastructure consists of individual Services and Service components (e.g. Duct Access, Dark Fiber, Collocation). Service offered as part of this Agreement is described in Annex D – Passive Infrastructure Service Schedule to this Agreement and these shall be referred to collectively in this Agreement as Services.

11. Network Alteration and Modification

- 11.1 The Access Provider shall give the OLO reasonable notice of any anticipated Network Alteration and (planned) maintenance and repair. The Access Provider shall provide to the OLO such information as the OLO may reasonably request including, to the extent reasonably practicable, the potential impact of the change on the Service of the OLO. The Access Provider shall coordinate any Network Alteration or maintenance and repair work with the OLO to mitigate, to the greatest extent possible, any disruption to the network and Services of the OLO.

12. Passive Infrastructure Services

- 12.1 Annex D – Passive Infrastructure Service Schedule provides details of the Passive Infrastructure Services offered by the Access Provider to the OLO's. Annex D – Passive Infrastructure Service Schedule and Annex F - Planning and Provisioning include:
- (a) A definition of the Services;
 - (b) A description of the terms and conditions under which the Services are provided.
- 12.2 The OLO will be provided with A/C power, air conditioning and other infrastructure, only if it is available for the Collocation Services offered by the Access Provider. Each party shall be responsible for the provision, installation and maintenance of power and other infrastructure as specified in the technical requirements in Annex C – Passive Infrastructure Technical Overview.

13. Charging for Passive Infrastructure Services

- 13.1 The structure and amount of the charges for the provision of Services are specified in Annex H – Price List. Charges will be calculated on the basis set out in Annex H – Price List, and billed and collected in accordance with the processes and procedures specified in Annex B – Billing Processes and Procedures. The Parties may agree with each other to review and amend the price list from time to time.

14. Technical Aspects

- 14.1 The Parties shall comply with their respective obligations relating to the technical aspects of Passive Infrastructure as set out in Annex C – Passive Infrastructure Technical Overview.
- 14.2 The OLO shall ensure that the OLO's equipment is in compliance with relevant national and international standards.
- (a) The OLO shall not connect or knowingly permit the connection to the Optical Distribution Frame (ODF) or other the Access Provider installations of anything which is not Compliant Equipment (including optical cable) or which is not necessary for the provision of telecommunications Services by means of the

- relevant the Access Provider Infrastructure.
- (b) The OLO shall ensure that such Compliant Equipment remains compliant with any relevant standards including, without limitation, electromagnetic compatibility (EMC) requirements and electrical safety.
 - (c) The OLO shall comply with the Access Provider's reasonable instructions on all relevant health, safety and security procedures before and during installation of any Compliant Equipment in the Access Provider infrastructure.

15. Interference with Others' Services

- 15.1 Each Party shall ensure that connection of its Network and equipment to the Network and equipment of the other Party does not:
- (a) Interrupt, interfere with, degrade or impair Service over any of the facilities comprising the other Party's Network or any circuits or facilities of any other entity connected to the other Party's Network;
 - (b) Breach or impair the security or privacy of any communications over such circuits or facilities;
 - (c) Cause damage of any nature to the other Party's network; or
 - (d) Create hazards to employees of the other Party or users of the other Party's network or any Third Party.
- 15.2 When either Party has reasonable grounds to believe that the other Party is using equipment which is not Compliant Equipment or is otherwise causing interference to other Services (including Third Party Operators' Services) the Party shall:
- (a) Notify the other Party of its reasonable grounds for believing that there is use of equipment which is not Compliant Equipment or interference taking place; and
 - (b) Give the other Party a reasonable opportunity to demonstrate that this is not the case or to remedy the situation; and
 - (c) If the other Party fails to do so within a reasonable period, make an application to ictQATAR for permission to suspend or cease Service to the ODF concerned or if it is not possible to identify the ODF which is causing interference, Service to the smallest number of ODFs that can reasonably be identified as being necessary to suspend in order to cease or prevent the interference.
- 15.3 Where a Party's equipment is not Compliant Equipment or is otherwise causing interference to other Services (including Third Party Operators' Services) the Party shall remedy such interference as soon as practicably possible.
- 15.4 If a Party's equipment adversely affects the normal operation of the other Party's or any Third Party Operators' Services, or is a threat to any person's safety, in an emergency the Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as may be reasonable, to ensure the normal operation of the Party's System or any Third Party Operators' System or reduce the threat to safety.
- 15.5 If a Party reasonably considers that the equipment used by the other Party is not Compliant Equipment, the other Party shall, on request from the first Party, take such steps as are required, including if necessary disconnection of any necessary equipment, in order to permit the Party to test the characteristics of the equipment.
- 15.6 The relevant equipment shall be reconnected as soon as practicable when the situation has been remedied.

16. Operational Aspects

- 16.1 The Parties shall comply with their respective obligations relating to the operational aspects of Passive Infrastructure Services as outlined Annex G – Operational Procedures in a timely and professional manner.
- 16.2 The Parties shall consult together on a regular periodic basis, which shall be no less than every ninety (90) days, in connection with the operation of the Agreement and endeavor to resolve any problems (including but not limited to issues relating to Quality of Service) encountered by them in relation to the operation and implementation of this Agreement. The parties shall make available all relevant primes to resolve issues which may arise in such regularly scheduled meetings.
- 16.3 Each Party will obtain and maintain all necessary licenses and consents required by the Governmental Authorities to meet their obligations under the terms of the Agreement.
- 16.4 Each Party of the Agreement, or such that Party may designate from time to time, will be entitled to undertake any operational testing or maintenance in accordance with the Annex G – Operational Procedures.

17. Planning and Forecasting

- 17.1 The Access Provider and the OLO will cooperate in planning and implementing the provision of Services by the Access Provider to the OLO to ensure as far as possible that their respective networks work together efficiently and effectively. Such cooperation will include, but is not limited to, the mutual exchange of relevant infrastructure capacity information, network topology information and a rollout plan.
- 17.2 The Access Provider will make available a three (3) year Rollout Plan and a Quarterly Ready For Service (**RFS**) Plan as set out in Annex F - Planning and Provisioning.
- 17.3 The availability of the before mentioned rollout and the ready for service plan shall not be a precondition to the provision of Services by the Access Provider to the OLO, and the requirement to develop the rollout and RfS plan shall not in any way delay or abridge the Access Provider's obligations to provide Services.
- 17.4 Each Party reserve the right to recover from the other Party unavoidable costs incurred as a result of any shortfall in capacity ordered according to the forecasting procedures set out in Annex F - Planning and Provisioning.

18. Feasibility Studies

- 18.1 The Access Provider shall comply with its respective obligations relating to the feasibility studies of Passive Infrastructure Services as set out in Annex F - Planning and Provisioning.

19. Ordering and Cancellation

- 19.1 The OLO may at any time initiate an order for a Service by notifying the Access Provider in writing (**Access Request**).
- 19.2 Access Requests shall include the information detailed in Annex F - Planning and Provisioning.
- 19.3 If the Access Provider receives an Access Request, it will follow the processes set out in

Annex F - Planning and Provisioning.

- 19.4 If the Access Provider receives a cancellation, it will follow the processes set out in Annex F - Planning and Provisioning.

20. Provisioning and Implementation

- 20.1 The Access Provider shall implement Services for the OLO in compliance with Annex F - Planning and Provisioning.
- 20.2 The Access Provider has to ensure that new or changed infrastructure perform in a manner compliant with the agreed Target Service Levels as mentioned in clause 22 hereof, and Annex E – Service Level Agreements (SLA) before being made available for productive use to the OLO.

21. Provision of Information

- 21.1 Upon request, the Access Provider will provide to any Qualified Licensee within thirty (30) Business Days all necessary support, access for site inspection and data regarding the Access Provider's network. The data is provided for the sole purpose of enabling the Qualified Licensee to consider whether to request Services from the Access Provider pursuant to this RO. A list of the Access Provider network locations and routes is provided in Annex F - Planning and Provisioning.
- 21.2 the Access Provider network data shall comprise the following information, which shall be updated in a timely manner to account for modifications and proposed rollouts:
- (a) The location of the Access Provider Sites;
 - (b) The routing of Dark Fiber and Duct installations;
 - (c) Information on the availability of Collocation, including a list of the Access Provider Sites where Collocation facilities:
 - (i) Are available to be provided,
 - (ii) May be provided subject to further detailed survey, and
 - (iii) Cannot be provided, with reasons as to why this is the case.
- 21.3 Notwithstanding any provision of this Agreement a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a third party unless such third party consents to such disclosure. For the avoidance of doubt third parties does not include affiliates and subsidiaries.
- 21.4 The Disclosing Party will use reasonable endeavors to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 21.5 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 21.6 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, including those relating to confidentiality as per clause 27, by the Disclosing Party or any Third Party at the time when the information was provided.
- 21.7 Nothing in this Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality.

22. Service Levels

- 22.1 The Access Provider shall meet or exceed the Target Service Levels in accordance with the provisions of Annex E – Service Level Agreements (SLA). For specific routes, the Parties may agree to vary the Target Service Levels as set out in the Passive Infrastructure Plan.

23. Management of Passive Infrastructure Services

23.1 Technical and Commercial Representatives:

- (a) Within five (5) Business Days of the Effective Date, the Parties shall each appoint suitably qualified and experienced Technical and Commercial Representatives with sufficient authority within each organization as the principal points of contact between the two Parties to coordinate and facilitate communication on Passive Infrastructure matters.
- (b) Either Party may request a meeting to address any matter related to Passive Infrastructure. The Parties agree to meet within five (5) Business Days of receipt of a request for a meeting and a detailed agenda.
- (c) On the Effective Date, each Party will agree on and appoint twenty-four (24) hour contact points for Fault Reporting (Help Desk) and appropriate senior contacts for Fault Escalation (Fault Escalation Contacts) as set out in Annex G – Operational Procedures. Second and third level Fault Escalation Contacts should be at progressively higher levels of management and decision-making authority. Either Party may appoint new Fault Reporting Contacts and/or Fault Escalation Contacts by providing notice in writing to the other Party. Such appointment shall take effect three (3) Business Days following receipt by the Party receiving such notice. The names and contact information for such Fault Reporting Contacts and Fault Escalation Contacts shall be included in the Passive Infrastructure Plan.
- (d) The Agreed Representatives of the Parties shall consult together from time to time in connection with the operation and implementation of this Agreement and endeavor to resolve any problems (including issues relating to quality of Service), encountered by them in relation to the operation and implementation of the Agreement.

23.2 Billing Representatives:

- (a) Each Party shall appoint by notification to the other Party a Billing Representative, who shall be sufficiently competent, experienced and authorized to handle billing matters.
- (b) Processes and procedures relating to billing are set out in Annex B – Billing Processes and Procedures.
- (c) Inquiries related to billing, collection, settlement arrangements, and/or network and operation issues related to billing may be directed to the Billing Representatives. All notices of a Billing Dispute must be sent to the Billing Representative.
- (d) Either Party may, at any time, appoint a new Billing Representative, provided that they give prior notification to the other Party ten (10) Business Days in advance.

23.3 Joint Passive Infrastructure Committee:

- (a) Within fourteen (14) days of the Effective Date, the Parties shall establish a Joint Passive Infrastructure Committee in order to maintain the Passive Infrastructure Plan. The Joint Passive Infrastructure Committee will meet at a frequency to be

- agreed and recorded in the Passive Infrastructure Plan.
- (b) The Joint Passive Infrastructure Committee will be the principal forum for the initial and on-going technical and planning discussions. It shall also discuss matters related to technical, planning, operational, billing and Service aspects of Passive Infrastructure. There shall be an agreed agenda, which may include the following:
- (i) Order status;
 - (ii) Analysis of Service quality;
 - (iii) Analysis of faults during the period since the previous meeting;
 - (iv) Billing processes and Billing issues;
 - (v) Provision of relevant information and discussion of changes to either network or to the Service; and
 - (vi) Forecasts from the OLO and future rollout plans from the Access Provider.

24. Billing and Payment

- 24.1 The Parties shall bill and pay each other in accordance with the procedures outlined in Annex B – Billing Processes and Procedures and Annex H – Price List.
- 24.2 The Charges in this Agreement include taxes and surcharges.
- 24.3 Invoices are due and payable in Qatari Riyals. Invoices will be dated as of the date of issue of the invoice (the **Issue Date**) and are payable on or before the “**Due Date**” which is thirty (30) Business Days from the Issue Date.
- 24.4 Each Party shall provide to the other, invoices of all amounts due to it, calculated in accordance with the provisions of Annex B – Billing Processes and Procedures and Annex H – Price List.

25. Credit Assessment and Credit Risk Management

- 25.1 The Access Provider may carry out credit vetting of a prospective OLO. The method to be used by the Access Provider will be communicated to the OLO and will be applied consistently to all OLOs.
- 25.2 Should the result of the credit vetting of a prospective OLO confirm that the provision of Services pose a financial risk which is greater than can be controlled by a credit limit (which the Access Provider shall justify), the Access Provider has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of Services to be provided, and the projected liability. The financial security may be provided by a means such as bank deposit or guarantee, and the Access Provider shall not unreasonably refuse to accept any other form of financial guarantee proposed by the OLO. The financial security will be subject to Quarterly review during the first year of operation. Thereafter, the review procedures relating to OLO set out in clause 25.4 shall apply.
- 25.3 The Access Provider may carry out credit vetting of an existing OLO where the Access Provider has reasonable concern about the ability of the OLO to cover debts including without limitation where the Access Provider has evidence of a poor payment history or the OLO's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the OLO and will be standard to all OLOs. However, if the OLO does not agree with the results of the credit vetting process then

the OLO shall be entitled to invoke the Dispute Resolution Process.

- 25.4 Should the result of credit vetting of an existing OLO confirm the existence of a financial risk, the Access Provider has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of Service payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and the Access Provider shall not unreasonably refuse to accept any other form of financial guarantee proposed by the OLO. The financial security will be subject to quarterly review and will be removed or reduced where the security or its level is no longer justified.
- 25.5 A financial security may only be required by the Access Provider where the Access Provider has assessed credit risk in accordance with clause 25.2 or 25.4.
- 25.6 Should an existing OLO have reasonable concern about the ability of the Access Provider to cover debts, the OLO may carry out credit vetting. Should the result of credit vetting confirm the existence of a financial risk, the OLO has the right to request a form of financial security and clause 25.4 shall apply mutatis mutandis.
- 25.7 For avoidance of doubt, any disputes relating to credit vetting and credit management shall be subject to the conditions set out in clause 28 of this Agreement.

26. Staff Safety and Network Protection

- 26.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this RO to ensure that its Network does not:
- (a) Endanger the safety or health of employees, contractors, agents, customers of the other Party or the general public; or
 - (b) Damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 26.2 All appropriate safety precautions required pursuant to applicable Law of the State of Qatar shall be strictly followed at all times. Subject to clause 55, neither Party shall be held responsible for any consequences resulting from the other Party's negligence in this regard.
- 26.3 Neither the Access Provider nor the OLO shall connect or knowingly permit the connection to its Network any equipment or apparatus that is not approved by the Regulatory Authority in accordance with the Telecommunications Law. If applicable, this also applies for network equipment connected to the network by end-users or third parties.

27. Confidentiality and Disclosure

- 27.1 The Receiving Party must:
- (a) Keep confidential all Confidential Information and not disclose it to anyone except as permitted under this Agreement;
 - (b) Use all Confidential Information solely for the purpose for which it was supplied;
 - (c) Not disclose the information or use the information for any anti-competitive purpose; and

- (d) Not copy or record in any other form any part of the Confidential Information except as is strictly necessary for the Approved Purpose.
- 27.2 The Disclosing Party shall use reasonable endeavors to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 27.3 Information provided by the Disclosing Party for the purposes of Service provision shall only be used by relevant staff within the Receiving Party for Services provision and shall not be made generally available within the Receiving Party's company, and shall not be provided to retail or sales divisions.
- 27.4 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with the provisions of this clause 27 and with any reasonable conditions imposed and expressly identified and notified to the Receiving Party, by the Disclosing Party at the time when the information was provided.
- 27.5 Nothing in this Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Qatari law.
- 27.6 The provisions of this clause 27 shall not apply to any information which:
- (a) Is already in the possession of or is known by the Receiving Party prior to its receipt provided that the Receiving Party is not bound by any existing obligation of confidentiality in respect of such information;
 - (b) Is in or comes into the public domain other than by default of the Receiving Party;
 - (c) Is obtained by the Receiving Party from a bona fide Third Party having free right of disposal of such information and without breach by the Receiving Party of this clause 27.6(c);
 - (d) Is required to be disclosed by any competent court, the Regulatory Authority or any Government Agency entitled to receive such information;
 - (e) Is properly disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a stock exchange;
 - (f) Is disclosed by the Receiving Party where such disclosure is authorized by the original Disclosing Party in writing to the extent of the authority given;
 - (g) Is or has already been independently generated by the Receiving Party.
- 27.7 The Receiving Party must notify the Disclosing Party of the particulars of the intended disclosure and the reason for the disclosure before disclosing Confidential Information under clause 27.6 and shall in such circumstances limit such disclosure as far as possible in accordance with the Applicable Law.
- 27.8 The Disclosing Party may give a notice to the Receiving Party that its right to use Confidential Information ceases if:
- (a) The Disclosing Party considers, in its reasonable opinion, that any of the Confidential Information is no longer required by the Receiving Party for the Approved Purpose;
 - (b) The Approved Purpose is completed or terminated; or
 - (c) The Receiving Party breaches this Agreement.
- 27.9 If the Disclosing Party gives a notice under clause 27.8, the Receiving Party must

immediately do the following things:

- (a) Stop using the Confidential Information, or the notified part of it;
- (b) Return to the Disclosing Party all the Disclosing Party's Confidential Information in its possession or control or in the possession or control of persons who have received information from it under this clause 27.9(b); or
- (c) Destroy or delete (as the case may be) the Confidential Information.

27.10 Subject to clause 27.8, information regarding a Party's Customers generated within the other Party's Network as a result of, or in connection with, the provision of Services by the other Party (Network Information) is the Confidential Information of the first Party and is deemed not to have been disclosed to the other Party for the purposes of this clause 27.

27.11 The obligations of confidentiality under this Agreement continue to apply to a Party even if:

- (a) The Approved Purpose is completed or terminated; and
- (b) The Receiving Party has returned, destroyed or deleted the Confidential Information in accordance with clause 27.9.

27.12 The Parties acknowledge that:

- (a) A breach of this clause 27 may cause damage to the other Party; and
- (b) Monetary damages alone would not be adequate compensation to a Party for the other Party's breach of this clause 27, and that a Party is entitled to seek specific performance or injunctive relief for a breach or apprehended breach of this Agreement.

28. Resolution of Disputes

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

28.2 Should the Parties fail to resolve the Dispute after having negotiated in good faith pursuant to clause 28.1 for not less than fifteen (15) Business Days or an extended timeframe mutually agreed upon in writing, either party may upon Service of notice to the other Party refer the dispute to:

- (a) ictQATAR, in which case the Party referring the Dispute shall furnish all relevant details with regard to the nature and extent of the Dispute to ictQATAR together with a record of matters which have been agreed or not agreed. The Other Party shall be given an opportunity to provide its position on the matters in dispute, following which ictQATAR shall make a decision on the matter within three (3) Calendar Months. The Parties agree to accept the decision as final and binding; or
- (b) Conciliation and arbitration according to Clauses 28.4 and 28.5. The Party wishing

to refer the Dispute to conciliation and arbitration shall notify ictQATAR of its intention to do so. Within five (5) Business Days of receiving such notice, ictQATAR may object to referral of the Dispute to conciliation and arbitration and thereby initiate the proceedings as described in clause 28.2(a).

28.3 During the period of dispute, the Access Provider shall maintain supply of any existing Service.

28.4 Where a Dispute concerning the conclusion, execution, validity, interpretation, termination or dissolution of the Agreement is referred to conciliation and arbitration in accordance with clause 28.2(b), the Parties shall first seek to resolve the Dispute amicably by conciliation according to the rules of Qatar International Center for Conciliation and Arbitration (QICCA) of the Qatar Chamber of Commerce and Industry or such other rules as agreed to by the Parties in writing. The following principles will apply to the conciliation process:

- (a) The conciliator shall have the appropriate qualifications and experience to solve the Dispute, including knowledge of the telecommunications industry and legal qualifications;
- (b) The conciliator shall not be an officer, director, or employee of a telecommunications company in Qatar or of an affiliate of a telecommunications company in Qatar or otherwise have a potential for conflict of interest;
- (c) The place at which the conciliation takes place shall be Doha, Qatar, and the language of the conciliation shall be English; and
- (d) All costs of the conciliation procedure shall be shared in the event conciliation is successful in resolving the Dispute, or by the losing party in the event that the dispute proceeds to arbitration in accordance with clause 25.5.

28.5 If a Dispute referred to conciliation in accordance with clause 28.2(b) is not resolved within thirty (30) Business Days through conciliation pursuant to clause 28.4, it shall be submitted to arbitration according to the rules of Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce and Industry or such other rules as agreed to by the Parties in writing. The following principles will apply to the arbitration process:

- (a) The arbitrators shall have the appropriate qualifications and experience to solve the Dispute, including knowledge of the telecommunications industry and legal qualifications;
- (b) The arbitrators shall not be officers, directors, or employees of a telecommunications company in Qatar or of an affiliate of a telecommunications company in Qatar or otherwise have a potential for conflict of interest;
- (c) The arbitration shall be binding upon the Parties;
- (d) The place at which the arbitration takes place shall be Doha, Qatar, and the language of the conciliation shall be English; and
- (e) All costs of the arbitration procedure shall be paid by the losing party.

28.6 Parties acknowledge and agree that any dispute and/or arbitral proceedings may take longer than six (6) Calendar Months and that such circumstances shall not form the basis of a procedural challenge to any arbitral award subsequently delivered.

28.7 The procedures set out in this clause 28 are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision

of this Agreement.

28.8 The procedures set out in this clause 28 shall not prevent any Party from:

- (a) Seeking (including obtaining or implementing) interlocutory, injunctive or any other immediate pre-emptory or equivalent relief from ictQATAR or the competent courts in Qatar in order to protect their interest in cases of urgency; or
- (b) In exceptional circumstances instantly referring the dispute to ictQATAR for final decision making without taking recourse to the prior negotiations as set out in Clauses 28.1 and 28.2

28.9 Each Party will continue to fulfill its obligations under the Law of State of Qatar and this Agreement pending any dispute resolution, and shall keep their networks connected for the provision and conveyance of calls between their respective networks.

29. Breach and Suspension

29.1 Subject to clause 29.3, if one Party's Network seriously and adversely affects the normal operation of the other Party's Network, is reasonably believed to pose a threat to Network security or is a threat to any person's safety, the Affected Party shall immediately inform the Affecting Party. The Affecting Party shall take immediate action to resolve the problem. In the event that normal operation of the Network is not restored or removal of the threat to Network security or of threat to any person's safety is not reached in a reasonable period of time or if the matter is extreme, the Affected Party may suspend, to the extent necessary, such of its obligations under the Agreement, and for such period as it may consider reasonable to ensure the normal operation of its Network or to remove the threat to Network security or safety. Such suspension shall be immediately notified in writing to both the other Party and ictQATAR and may continue unless ictQATAR instructs otherwise or normal operation of the Network is restored or removal of the threat to Network security or of threat to any person's safety is reached.

29.2 In addition to clause 29.1 and subject to clause 29.3, a Party (Suspending Party) may also suspend the Agreement or the supply of Services (as the case may be) by providing written notice to the other Party, copied to ictQATAR, if:

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

- governmental agency that the other Party is in contravention of law;
 - (d) Compliance with legal or regulatory obligations requires this action immediately;
 - (e) Continued operation of an Agreement or a Service (as the case may be) would be unlawful or would pose an imminent threat to life or property;
 - (f) Any material information provided or representation made by either Party to the other Party is untrue, false, misleading or inaccurate and has an adverse material impact on the other Party in relation to its supply of Services; or
 - (g) Where Services have been established, the other Party fails to satisfy, or no longer satisfies, the requirement for Passive Infrastructure set out in the Agreement, in which case suspension shall be limited to those Services to which the failure relates.
- 29.3 A Suspending Party must only suspend an Agreement or the supply of Services (as the case may be)
- (a) After first giving advance notice to the other Party of its intention to seek the written approval of ictQATAR to suspend the Agreement or a Service;
 - (b) After then obtaining written approval from ictQATAR; and
 - (c) Only to the extent necessary to address the relevant cause of the suspension.
- 29.4 The Suspending Party will lift the suspension of an Agreement or Service (as the case may be) as soon as possible after the reason for the suspension has ceased.
- 29.5 If this Agreement is suspended under this clause 29 for more than sixty (60) Business Days, the Suspending Party may terminate this Agreement with immediate effect by giving the other Party written notice, copied to ictQATAR.
- 29.6 Upon suspension of Services:
- (a) The supply of the suspended Services will cease;
 - (b) The provision of other Services not covered by the suspension, will continue and not be affected in accordance with clause 29.3;
 - (c) The Agreement will otherwise remain in full force and effect;
 - (d) The other Party must continue to pay any Charges in respect of the suspended Service for the duration of the suspension of that Service, together with any other Charges for other Services that are not subject to suspension.
- 29.7 For the avoidance of doubt, the Term of this Agreement will not be affected by any suspension of a Service or an Agreement (as the case may be).
- 29.8 The Suspending Party will not be liable to the other Party for any loss or damage (including any Consequential Loss) that the other Party may have suffered as a result of a valid suspension of a Service or an Agreement (as the case may be).

30. Termination

- 30.1 If either Party (Defaulting Party) is in material breach of any provisions of the Agreement (including failure to pay an undisputed sum due hereunder), the other Party (Affected Party) may serve a written notice on the Defaulting Party (Breach Notice), copied to ictQATAR, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy including potential suspension or termination of the Agreement. The Affected Party shall in its copy of the Breach Notice to ictQATAR request ictQATAR's approval to allow the Affected Party to terminate the

Agreement or a Service in the event that the Defaulting Party does not remedy the breach in accordance with this Agreement.

- 30.2 Notwithstanding the provisions of clause 29.2 of this Agreement, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice, or if there is no reasonable possibility of remedy, the Affected Party may, until such breach is remedied, undertake the actions stated in the Breach Notice, including suspending performance of its obligations under this Agreement in accordance with clause 29.3, as may be reasonable under the circumstances..
- 30.3 The Affected Party may elect to terminate the Agreement or the relevant Services under it, as the case may be, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice and after having obtained the written approval from ictQATAR pursuant to clause 30.1 to terminate the RO or a Service.
- 30.4 This Agreement may be terminated by either Party by written notice forthwith to the other Party if any one of the following occurs:
- (a) A Party formally commences bankruptcy proceedings;
 - (b) Bankruptcy proceedings are formally commenced against a Party;
 - (c) A Party ceases to carry on business; or
- 30.5 The OLO may terminate any or all Service(s) at any time without reason or without cause on one (1) Calendar Months' notice in writing to the Access Provider provided that, in the event of any such termination the OLO shall pay the balance of the Charges for that Service which are outstanding as at the effective date of termination.
- 30.6 Either Party may terminate the Agreement or any or all Passive Infrastructure Service(s) if so directed by a Governmental Authority and that Party has given the other party thirty (30) Calendar Days' written notice of such intent to terminate unless such notice is not allowed by the Governmental Authority.
- 30.7 The Parties may at any time mutually agree in writing to terminate the Agreement and the applicable timeframe for doing so, subject to notifying ictQATAR of such an Agreement.
- 30.8 Upon termination or expiry of this Agreement or a Service (as the case may be):
- (a) All sums due and owing under the Agreement or in respect of the terminated or expired Service (as the case may be) immediately prior to termination or expiry, will become immediately due and payable, except for any sums that have not been invoiced at the time of termination or expiry, which will become immediately due and payable upon receipt of the relevant invoice by the other Party;
 - (b) Where a Service is terminated or expires:
 - (i) The supply of the terminated or expired Service will cease;
 - (ii) The provision of other Services, not covered by the termination or expiration, will continue and not be affected; and
 - (iii) The Term of the Agreement in relation to other Services will not be affected by the termination or expiration;
 - (c) All rights and benefits conferred on a Party under an Agreement or in respect of the terminated or expired Service (as the case may be) will immediately terminate;
 - (d) Each Party must for a period of two (2) Calendar Years after termination or expiration, immediately comply with any written notice from the other Party to

deliver, destroy, or erase any Confidential Information belonging to that other Party in relation to the Agreement or in respect of the terminated or expired Service (as the case may be).

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

31. Notices

- 31.1 A notice shall be regarded as duly served if:
- (a) Delivered by hand at the address of the respective receiving Party and exchanged for a signed receipt, at the time of actual delivery; or
 - (b) Sent by recorded delivery Service on the date which is four (4) Business Days after the day of handing over the notice to the delivery Service; or
 - (c) Sent by email to the other Party, on the date which is one (1) Business day after the email is sent unless notice is received that the message was not successfully.
- 31.2 Except if otherwise specifically provided or mutually agreed by the Parties all notices and other communications relating to this Agreement shall be in writing and shall be sent to the contact points and addresses as set out in clause 23.

32. Assignment and Novation

- 32.1 Without prejudice to the Applicable Regulatory Framework, a Party must not assign, transfer or novate an Agreement or any rights, benefits or obligations under it, in whole or in part, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign an Agreement to an Affiliate or in connection with the sale of all or a substantial part of its business or assets, provided that the assignee undertakes in writing to assume all obligations and duties of the assignor and

that such assignment materially alters neither the legal or regulatory requirements nor the rights and duties arising hereunder of the assignor.

33. Relationship of Parties (No Partnership)

- 33.1 The relationship between the Parties is that of independent contractual parties. Except to the extent expressly set out in the Agreement, the Parties have no intention by operation of an Agreement to enter into a joint venture with each and nothing herein shall be construed to constitute a fiduciary relationship, partnership, tenancy or trust between the Parties hereto or constitute one Party the agent of the other for any purpose whatsoever and no Party has the authority to bind or represent the other Party.

34. Use of Subcontractors

- 34.1 A Party may only subcontract the exercise of its rights or the performance of any of its obligations under this Agreement as provided by this clause 34.
- 34.2 If a Party engages a subcontractor to exercise its rights or perform its obligations under an Agreement, that Party:
- (a) Must ensure that the subcontractor complies with all the terms and conditions of an Agreement to the extent relevant; and
 - (b) Will remain primarily responsible and liable to the other Party for:
 - (i) All acts and omissions of the subcontractor; and
 - (ii) The performance of its obligations, notwithstanding that performance of such obligations may have been subcontracted by that Party to a subcontractor.
 - (c) Any consent or approval of a sub-contractor under this clause 34 does not create a contractual relationship between a Party and the other Party's subcontractor.

35. Intellectual Property Rights

- 35.1 Except as otherwise expressly provided herein, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in an Agreement shall be deemed to confer any right or title whatsoever or license of the Intellectual Property Rights of one Party to the other, and nothing in the Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own intellectual property.
- 35.2 Where the Intellectual Property is developed in connection with performance of an Agreement then in the absence of any other Agreement between the Parties, the ownership of the Intellectual Property shall remain with the Party that developed the same. Where Intellectual Property is developed jointly by the Parties, each Party agrees to grant the other Party a license for the use of such Intellectual Property for the purposes of implementation of this Agreement.

36. Review

- 36.1 Either Party may request a review to modify or amend an Agreement by serving a Review Notice to the other Party if:
- (a) Either Party's License is materially modified with respect to an Agreement (whether by amendment or replacement); or
 - (b) Reference Offer Regulations or Guidelines are materially altered; or

- (c) A change occurs in a law or regulation governing or relevant to Telecommunications in Qatar that is material to the Agreement; or
- (d) The Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
- (e) A material change occurs, including enforcement action by ictQATAR, that affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or
- (f) The rights and obligations under this Agreement are assigned or transferred by the OLO.

36.2 A Review Notice shall set out in reasonable detail the issues to be discussed between the Parties and the basis for such review pursuant to clause 36.1 of the Agreement.

36.3 A review shall take place following changes either mandated or approved by ictQATAR to the Agreement. Any such changes shall be effective based on the timeframes as set out in the revision instruction.

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

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

36.6 If the Parties fail to reach an Agreement on the subject matter of any Review Notice, the provisions of clause 28 of this Agreement shall apply.

36.7 The Parties shall as soon as practical enter into an Agreement to modify or replace the Agreement in accordance with what is agreed between the Parties pursuant to any Review Notice, or in accordance with the resolution of any Dispute, or to conform with an ictQATAR determination.

36.8 the Access Provider shall periodically update the Agreement to take account of any appropriate changes to the Agreement, the Reference Offer Regulations or Guidelines published by ictQATAR or the Services offered by the Access Provider under such Agreement. Such amendments will be submitted to ictQATAR for approval no less than fifty (50) Business Days prior to the effective date of any such changes.

37. Entire Agreement

37.1 An Agreement contains the whole Agreement between the Parties in relation to the subject matter of an Agreement and supersedes all previous understandings, commitments, Agreements or representations whatsoever, whether oral or written, in relation to the subject matter of an Agreement.

38. Survival and Merger

38.1 Clauses 27 (Confidentiality and Disclosure), 28 (Resolution of Dispute), 35 (Intellectual Property Rights), 51 (Warranties), 52 (Liability), 54 (Governing Law), 55 (Indemnities), and this clause 38 shall survive termination or expiry of an Agreement together with any other term which by its nature is intended to do so and shall continue in full force and effect for a period of six (6) Calendar Years from the date of termination or expiry unless

otherwise agreed by the Parties.

- 38.2 No term of an Agreement merges on completion of any transaction contemplated by this Agreement.

39. Waiver

- 39.1 The waiver of any breach of, or failure to enforce, any term or condition resulting from an acceptance of an Agreement shall not be construed as a waiver of any other term or condition of an Agreement. No waiver shall be valid unless it is in writing and signed by a duly authorized representative on behalf of the Party making the waiver and shall only be effective in the specific instance and for the specific purpose for which it is given.
- 39.2 A single or partial exercise of a right or remedy under such Agreement does not prevent a further exercise of that or of any other right or remedy.
- 39.3 Failure to exercise or delay in exercising a right or remedy under an Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

40. Consents and Approvals

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

41. Amendments

- 41.1 Except where otherwise expressly provided for in an Agreement, no amendment, variation, supplement or waiver of any provision of an Agreement shall be effective except by a written instrument signed by the duly authorized representatives of both Parties.
- 41.2 Any amendment, variation, supplement and waiver to an Agreement, including its Annexes, shall not be effective until it has been notified to, and approved by, to ictQATAR. ictQATAR shall be entitled to provide its decision to approve or reject the agreed amendment, variation, supplement or waiver, within thirty (30) Calendar Days of the notification.
- 41.3 Any amendments, variations and supplements to an Agreement pursuant to directions issued by ictQATAR and any other directions, decisions, determinations, specific obligations, obligations, measures and requirements of ictQATAR relating to the Agreement shall be incorporated into an Agreement. Where ictQATAR directs that the Agreement be amended, varied or supplemented in accordance with this clause 41.3, the Parties to any existing Infrastructure Agreement shall make corresponding amendments, variations or supplements to the Infrastructure Agreement within thirty (30) days, or such other period of time established by ictQATAR, of such consent or direction. Where either Party considers that such amendments should not be applied to the Agreement, that Party may make representations to ictQATAR to that effect provided that such representations are made within the time period for making the amendments established by ictQATAR.
- 41.4 No amendments, variations or supplements shall affect the validity or enforceability of

any of the remaining provisions of the Agreement.

42. Third Party Rights

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

43. Counterparts

- 43.1 An Agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

44. Costs, Expenses and Duties

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

45. Obligations in Good Faith

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

46. Insurance

- 46.1 Each Party must have in force and maintain for the Term of an Agreement, with an insurance company licensed in Qatar, a broad form public liability insurance policy to the value of no less than ten (10) million Qatari Riyals.
- 46.2 Upon receipt of a written request from a Party, the other Party must as soon as reasonably practicable produce evidence that it has complied or continues to comply with its obligations under clause 46.1.

47. Dealing with Government

- 47.1 Each Party must deal with the Government and ictQATAR promptly and without undue delay in all matters concerning an Agreement including on all reporting to Government and ictQATAR and on matters requiring Government or ictQATAR approval or consultation.
- 47.2 Each Party shall obtain and maintain any authorization, permission, license, waiver, registration or consent from any person necessary for it to comply with its obligations under an Agreement.

48. No Prior Representations

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

49. Further Assurances

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

50. Force Majeure

- 50.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under an Agreement to the extent that performance of such obligation is prevented by Force Majeure.
- 50.2 Force Majeure means any circumstance or event beyond the reasonable control of the Party affected thereby; including but not limited to acts of God, war or military operations, insurrection or civil disorder, national or local emergency, acts of foreign enemies, requisition or embargo, riots or commotion, fire, lightning, explosion, flood, earthquake, weather of exceptional severity, acts or omissions of government or other competent authority, industrial disputes of any kind (save for those involving the affected Party's own employees), acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.
- 50.3 The Party initially affected by a Force Majeure shall, as soon as is reasonably practicable, notify the other of the Force Majeure event, copying ictQATAR, describing the effect of the Force Majeure event on the performance of obligations under an Agreement and of the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Event Notification").
- 50.4 Upon cessation of the Service effects of the Force Majeure, the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.
- 50.5 If as a result of a Force Majeure, the Party is prevented from performing its obligations under an Agreement, such Party shall, subject to the provisions of clause 50.6 of this Agreement perform those of its remaining obligations not affected by such Force Majeure. In performing those of its obligations not affected by a Force Majeure Event, the Party initially affected by a Force Majeure Event shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.
- 50.6 To the extent that a Party is prevented as a result of a Force Majeure from providing all of the Services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such Services or facilities or complying with its obligations in relation thereto.
- 50.7 If the effects of such Force Majeure continue for:
- (a) A continuous period of not more than sixty (60) Business Days from the date of the Force Majeure Event Notification (whether or not notice of cessation has been given pursuant to clause 50.4 of this Agreement) any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.
 - (b) A continuous period of sixty (60) Business Days or more from the date of the

Force Majeure Event Notification (and notice of cessation has not been given pursuant to clause 50.4 of this Agreement), either Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) Business Days written notice to the other Party. Such notice shall be deemed as if it had not been given in case that notice of cessation pursuant to clause 50.4 of an Agreement is received by the Party that was not initially affected by a Force Majeure prior to the expiry of the thirty (30) Business Days termination notice. If an Agreement is not terminated in accordance with the provisions of this clause 50.7 of the Agreement, any obligations outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.

51. Warranties

51.1 Each Party warrants that, as at the Commencement Date and continuing throughout the Term:

- (a) It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated;
- (b) It has all necessary corporate power and authority to own and operate its assets and to carry on its business as presently conducted and as it will be conducted under an Agreement;
- (c) It has all necessary corporate power and authority to enter into an Agreement and to perform its obligations under the Agreement, and the execution and delivery of the Agreement and the consummation of the transactions contemplated in the Agreement have been duly authorized by all necessary corporate actions on its part; and
- (d) The Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms.

52. Liability

52.1 To the extent permitted by law, neither Party is liable to the other Party except as provided in this clause 52.

52.2 Each Party shall exercise the reasonable skill and care of a competent OLO in the performance of their obligations under an Agreement.

52.3 Notwithstanding anything else in this clause 52, neither Party is liable to the other Party for any Consequential Loss suffered by the other Party arising from, or in connection with, an Agreement.

52.4 To the extent permitted by law, all express or implied representations, conditions, warranties and provisions whether based in statute, legal precedence or otherwise, relating to the Agreement, that are not expressly stated in the Agreement, are excluded.

52.5 Notwithstanding anything to the contrary in the Agreement, neither Party excludes or limits liability for:

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

- (b) Any fraudulent mis-statement or fraudulent misrepresentation made by it in connection with an Agreement; or
 - (c) Any other liability that cannot be excluded by law.
- 52.6 Subject to clause 52.5, the total aggregate liability of each Party to the other for all damages, losses and expenses which are recoverable at law arising in contract, tort (including negligence or breach of statutory duty) or otherwise arising by or from a breach of the Agreement for any one incident or series of events arising from a single incident shall be limited to two hundred percent (200%) of the Charges payable under the Agreement or ten (10) million Qatari Riyals (whichever is the greater).
- 52.7 Subject to clause 52.5, the total aggregate liability of each Party for all damages, losses and expenses which are recoverable at law arising in contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to one hundred percent (100%) of the Charges paid under an Agreement or ten (10) million Qatari Riyals (whichever is the lesser).
- 52.8 Both Parties acknowledge and agree that its liability to pay any amounts as Service Credits or liquidated damages shall not count towards the cap on liability under clause 52.5.
- 52.9 A Party's liability to the other Party arising from or in connection with an Agreement (including liability for negligence or breach of statutory duty) is reduced proportionally to the extent that:
- (a) The other Party has not taken all reasonable steps to minimize and mitigate its own loss, damage or liability in relation to the act, omission or event giving rise to such loss, damage or liability; or
 - (b) A Party's liability is caused, or contributed to, by the other Party.
- 52.10 Neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, the Agreement to the extent that the other Party has sought to claim or recover that same loss or damage pursuant to another Agreement between the Parties in respect of the supply of telecommunications Services.
- 52.11 Neither Party will be liable to the other Party in connection with an action, claim or demand brought or made against the other Party by a Third Party to whom the other Party provides a telecommunications Service under a contract (or otherwise).

53. Severability

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

54. Governing Law

- 54.1 The interpretation, validity and performance of an Agreement shall be governed in all respects by the laws of Qatar.

55. Indemnities

- 55.1 Subject to Clauses 55.2, 55.3, 55.4 and 55.5, each Party (Indemnifying Party) indemnifies the other Party (Indemnified Party) against all damages, costs, claims, expenses (including legal costs) arising from or relating to:

- (a) Any losses, costs, claims, damages, expenses, liabilities, proceedings or demands incurred or suffered by the Indemnified Party arising from the death or personal injury of any person to the extent such death or personal injury is caused by the Indemnifying Party under or in connection with an Agreement;
 - (b) Any losses, costs, claims, damages, expenses or liabilities incurred by the Indemnified Party for damage (excluding Consequential Loss) to its tangible property, to the extent that such claim relates to any act, omission or breach of an Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party; and
 - (c) Any losses, costs, claims, damages, expenses, liabilities, proceedings or demands by a Third Party against the Indemnified Party, to the extent that such claim relates to any act, omission or breach of the Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party.
- 55.2 The Indemnifying Party is not liable to the Indemnified Party to the extent that the liability which is the subject of the indemnity claim is the result of a grossly negligent, willful or reckless breach of the Agreement by the Indemnified Party or its employees, representatives, contractors or agents.
- 55.3 The obligation of the Indemnifying Party to indemnify the Indemnified Party under this clause 55 is reduced:
- (a) To the extent that the liability which is the subject of the indemnity claim is the result of an act or omission of the Indemnified Party or the directors, officers, personnel, agents or contractors of the Indemnified Party; and
 - (b) In proportion to the extent to which an act or omission of the Indemnified Party or the directors, officers, personnel, agents or contractors of the Indemnified Party (including negligence) gives rise to the indemnity claim.
- 55.4 The total aggregate amount to which the Indemnifying Party owes indemnity to the Indemnified Party shall be limited to ten (10) million Qatari Riyals or the total amount payable by the OLO for the most recent one year period in respect of all Services provided pursuant to the Agreement, whichever is greater.
- 55.5 The obligations of the Indemnifying Party to indemnify the Indemnified Party under this clause 55 are subject to the following conditions:
- (a) The Indemnified Party must take reasonable steps to minimize and mitigate any loss or damage caused or suffered;
 - (b) The Indemnified Party must:
 - (i) Notify the Indemnifying Party in writing within a reasonable time after the Indemnified Party is notified or becomes aware of a loss, cost, claim, damage, expense, liability, proceeding or demand (Claim); and
 - (ii) Provide the Indemnifying Party a reasonable opportunity to remedy the cause of the Claim; and
 - (iii) The Indemnified Party provides the Indemnifying Party with assistance, information, and authority reasonably necessary (at the Indemnifying Party's expense) for the Indemnifying Party to perform its obligations under the indemnity (except that the Indemnified Party will not be required to admit liability under any circumstance).
 - (c) Each provision of the Agreement limiting or excluding liability or imposing

requirements for indemnification operates separately and survives independently of the others even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

Annexes to the RO

Annex A – Definitions of Terms

1. Interpretation

1.1 In this Agreement the following rules of interpretation apply:

- (a) Capitalized words and terms shall have the meanings ascribed to them in this Annex A – Definitions of Terms.
- (b) The headings in this Agreement shall not be deemed to be part of this Agreement and shall be used in the interpretation or construction of it;
- (c) The singular indicates the plural and vice versa;
- (d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) The words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be interpreted, as words of limitation;
- (f) A reference to:
 - (i) A person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) A thing (including any legal right) includes a part of that thing;
 - (iii) A Party includes its successors and permitted assigns;
 - (iv) A document includes all amendments or supplements to that document;
 - (v) A Clause, term, Annex, schedule or attachment is a reference to a clause or term of, Annex, attachment to this Agreement;
 - (vi) This Agreement includes all Annexes and attachments to it;
 - (vii) A law includes a treaty, decree, convention, statute, regulation, ordinance, by-law or judgment, and is a reference to that law as amended, consolidated or replaced;
 - (viii) An agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (ix) A monetary amount is in Qatari Riyals;
- (g) An agreement on the part of two (2) or more persons binds them jointly and severally;
- (h) When the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it.

1.2 In the event of conflict or ambiguity between the terms defined in this Agreement (including any attachments, appendices or Annexes hereto) and terminology in the Telecommunications Law or the Public Telecommunications Networks and Services Licenses of the Access Provider and the OLO, the controlling provision shall be determined using the following hierarchy, which is presented in descending order:

- (a) This Agreement, including the Annexes and attachments to this Agreement,
- (b) The Telecommunications Law,
- (c) The Telecommunications Networks and Services Licenses of the Access Provider and the OLO.

2. Definitions

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

2.2 The following definitions apply to terms and expressions used in this RO:

Abandoned Access Request means any request for access to Network Elements submitted by the OLO where the processing of the same by the Access Provider would require further action to be taken by the Access Provider and the Access Provider fails to take any such further action within one hundred and eighty (180) Calendar Days

Acceptance Notice is the written acceptance of the OLO regarding the terms and conditions set out in this RO.

Acceptance Test Procedures the acceptance test procedures set out in the Operations Manual.

Access Notification Form means the form set out in Forms of Annex G – Operational Procedures.

Access Provider is a licensed telecommunications Service provider in the State of Qatar providing passive Infrastructure access Services pursuant this RO.

Access Records has the meaning given to it in Annex G – Operational Procedures.

Access Request means any request for access to the Access Provider's network elements submitted by the OLO

Access Request Form means the form set out in Forms of Annex F - Planning and Provisioning.

Accessing Party means a Party seeking to access a Provisioned Network Element.

Ad Hoc Access Request has the meaning set out in Annex F - Planning and Provisioning.

Ad Hoc Order refers to an access request to be implemented in a shorter time period as defined for the standard order process as set out in Annex F - Planning and Provisioning. Adhoc Orders are not subject to SLAs.

Advanced Access Request refers to Service order as part of the process set out in Annex F - Planning and Provisioning, based on an Approved Order by the Access Provider.

Affected Party has the meaning given to it in clause 29.1 of the Main Body

Affecting Party has the meaning given to it in clause 29.1 of the Main Body

Affiliate means, in relation to a Party, any other entity which directly or indirectly Controls, is controlled by or is under direct or indirect common Control, with that Party.

Agreed Delivery Date means the target delivery date for the Product specified in the Approved Order Form, ready for end-to-end testing.

Agreed Representatives has the meaning given to it in clause 23.1 of the Main Body

Agreement means this agreement including its Annexes and Schedules, as may be amended from time to time.

Amended Updated Access Request has the meaning given to it in Annex F - Planning and Provisioning.

Annex means an annex or appendix to the Main Body

Applicable Law means all applicable law, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses which are in force from time to time.

Applicable Regulatory Framework means all applicable law, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses governing the telecommunications sector of the State of Qatar

Approved Contractor means the persons designated in Annex F - Planning and Provisioning.

Approved Materials List has the meaning given to it in Annex F - Planning and Provisioning.

Approved Order means an order for Products made between the Parties, as recorded in a completed and Approved Order Form.

Approved Purpose means the purpose of implementing this Agreement by a Party duly exercising its rights or performing its obligations under this Agreement.

Arbitration is part of the Dispute Resolution Procedure set out in clause 28 of this Agreement.

As-Built Drawings means the revised set of drawings submitted upon completion of work in respect of an Access Request, reflecting all changes made during the implementation process, and showing the exact dimensions, geometry, and location of all elements of the work completed.

As-Built Records has substantively the same meaning as As-Built Drawings, but may include data, records, tables or other information in addition to drawings.

Authorization means an authorization issued by ictQATAR or any successor or equivalent body with regulatory supervision of either of the Parties.

Available Capacity has the meaning given to it in Annex F - Planning and Provisioning

Base Financial Value has the meaning given to it in Annex E – Service Level Agreements (SLA)

Billing Dispute refers to any disagreement between the parties regarding charges, amount, units, items or processes in relation to chargeable Services under this agreement.

Billing Dispute Notice a written notice from the billed Party to the billing Party that continues to dispute an invoice in good faith after following the Billing Reconciliation Procedure.

Billing Dispute Notification the amount of time that the billed Party has to notify the Period billing Party of a continued Billing Dispute if the Parties fail to reach an agreement through the Billing Reconciliation Procedure.

Billing Dispute Resolution Procedure The process by which the billed and the billing Parties seek to resolve a billing disputes pursuant to Clause 3.8 of Annex B – Billing Processes and Procedures.

Billing Expert a professional qualified accountant with substantial knowledge of telecommunications billing practices or other suitable specialized expert with expertise in the matter under dispute as agreed between the Parties.

Billing Period means the period in respect of which either the Recurring Charges or the Non-Recurring Charges (that are applicable to and payable in respect of, access to the Network Elements and other Services provided under this Agreement may be invoiced by the Access Provider.

Billing Representative refers to a person responsible for billing matters for each party who shall be sufficiently competent, experienced and authorized to handle billing matters.

Blockage Clearance Acceptance has the meaning given to it in Annex F - Planning and Provisioning.

Blockage Clearance means the process for removing a Blockage as set out in Annex F - Planning and Provisioning.

Blockage Clearance Report has the meaning given to it in Annex F - Planning and Provisioning.

Blockage Removal Authorization has the meaning given to it in Annex F - Planning and Provisioning.

Blockage Removal Authorization Request has the meaning given to it in Annex F - Planning and Provisioning.

Blockage Removal Proposal has the meaning given to it in Annex F - Planning and Provisioning.

Blockage Removal Request Form means the form set out in Forms of Annex F - Planning and Provisioning.

Building Distribution Box is a box located at Telecom room of a multi-floor building that distributes the fiber network to the different building floors

Business Day means a day on which banks are open for business in Qatar, excluding Fridays, Saturdays and official public holidays.

Business Dwelling Unit (BDU) refers to a large business or commercial building

Calendar Day means Days of the Gregorian calendar.

Calendar Month means Months of the Gregorian calendar

Calendar Year means Gregorian calendar year

Cancelled Access Request means Access Request that has been explicitly cancelled in writing by the requestor calendar day means a period of twenty-four (24) hours ending at midnight including weekends and public holidays.

Capacity Constraint means a constraint on the capacity of a Network Element for any of the reasons specified in Annex F - Planning and Provisioning.

Central Office (CO) is a location or building housing the OLO's ODF from where the feeder cable originates towards the outside plant and where the OLO provides access to the passive infrastructure products and co-location Service.

Central Portal has the meaning given to it in Annex F - Planning and Provisioning.

Central Telecom Room: specified as a centralized access point for network operators with or without ODF. For a large size project, a Central Office may be collocated at Central Telecom Room.

Change of Control occurs if (i) any third party becomes the beneficial owner directly or indirectly, of securities of the Customer company (the Company) representing 50% or more of the total voting power represented by the Company's then outstanding voting securities or (ii) the direct or indirect sale or exchange by the shareholders of the Company of all or substantially all of the stock of the Company; (iii) a merger or consolidation in which the Company is a party and in which the shareholders of the Company before such ownership change do not retain, directly or indirectly, at a least majority of the beneficial interest in the voting shares of the Company after such transaction; (iv) or an agreement for the sale or disposition by the Company of all or substantially all the Company's assets.

Charge means the price, amount or calculation of monies applicable to any Purchased Product and Service. Charges means both the Recurring Charges and the Non-Recurring Charges.

Chargeable Services refer to Services as defined in Annex D – Passive Infrastructure Service Schedule

CO to CO Connection is the optical cable link between two Central Offices

Collocation refers equipment, space, and Services that are located within a competitor's facility available for rental or lease. Collocation Services are necessary to operate telecommunications equipment

Commencement Date refers the date this RO takes effect

Commercial Representative is a person within each organization that is suitably qualified and experienced with sufficient authority on commercial issues that is the principal point of contact between the two Parties.

Commit Date refers to the date of to which any Service under an Agreement pursuant to this RO is committed to be ready for Service.

Compliant Equipment refers to equipment used for the purpose of Service provision that is compliant with national and international standards and interoperable with the network elements of the Access Provider's network.

Confidential Information means all information relating to the Disclosing Party and its affiliates and their respective businesses and affairs, including information which relates to a Party or its affiliates' current or future Services, business undertakings or opportunities, trade secrets, techniques, data, specifications, methods, techniques, processes, concepts; know how, studies, reports, forecasts, technology, software programs, customer names or other technical or business material furnished by or on behalf of the disclosing Party to the Receiving Party or any of its representatives, regardless of the manner in which it is furnished, whether or not: (a) disclosed before or after the Commencement Date; (b) generated or made known to a Party in the course of carrying out the Approved Purpose; (c) designated as confidential; or (d) in material form.

Consequential Loss includes: (a) special, indirect, incidental, consequential, punitive or exemplary loss or damage; or (b) economic loss, loss of profits, loss of revenue, wasted expenditure or loss of anticipated savings or business, pure economic loss, loss of opportunity, expectation loss, loss of goodwill, loss of bargain or loss of management time, irrespective of whether or not a Party was aware or should have been aware of the loss or damage, and whether or not that Party is warned of the possibility of that loss or damage

Control means that a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, by contract or otherwise and Controls and Controlled shall be interpreted accordingly

Customer Equipment means any and all telecommunications, optronic, electronic or radio equipment including generators, repeaters, aerials, earth rods, antennae, masts, towers or related equipment owned by the Customer.

Damage Notice has the meaning given to it in Annex G – Operational Procedures.

Dark Fiber is a passive optical fiber between different locations owned by the OLO which may be point-to-multipoint or dedicated point-to-point.

Dark Fiber Route Diagram means the dark fiber route diagram attached to an Approved Order Form.

Date of Service Commencement is the date a Customer start utilizing a particular Service.

Defaulting Party has the meaning as given in clause 30 of the Main Body

Demarcation Point (DP) is a system interface point at which the Customer (or a Third Party Service provider on the Customer's behalf) may connect to the System (as shown in the applicable Approved Order Form).

Deployment Area is the broad geographic area in which the OLO plans to deploy or has deployed.

Design Proposal means a document providing a high-level, technical description of a proposed approach to modifying or extending a Duct network and/or related Network Elements.

Desk Survey has the meaning given to it in Annex F - Planning and Provisioning.

Detailed Feasibility Analysis has the meaning as given in Annex F - Planning and Provisioning.

Disclosing Party has the meaning given to it in clause 21 of the Main Body of the Agreement.

Dispute means a disagreement between the two Parties in relation to this Agreement.

Dispute Resolution (Process) means the dispute resolution process set out in clause 28 of the Main Body of the Agreement.

Distribution /Drop Cabling: medium or small size optical cables connecting DP and DB or Telecom Room of SDU/MDU/BDU

Distribution Box means transition node from outdoor to indoor cables, may be Home DB, i.e. Optical Telecommunication Outlet.

Distribution Point (DP) means manhole, hand-hole or cabinet as concentration point converting feeder cables to smaller distribution cables

Duct Access Charge means the charges for use by the Access Provider of the Access Provider Ducts

Duct is a protected pathway (technical method) enabling the underground cable installation, such as Feeder Cabling, Distribution/Drop Cabling. In some cases the new or existing conduits are used for In-house Cabling

Duct Access enables the OLO to access and place optical cables into the Access Provider's ducts to connect any of the Access Provider's concentration points, i.e. either to reach ODF, cabinet, manhole, Distribution Box /Telecom Rooms, even the buildings. The obligation to give access to MDU's ducts/conduits may depend on the distribution of property rights of in-house ducts/conduits.

Due Date refers to the date on which an invoice has to be paid.

Effective Capacity has the meaning given to it in Annex F - Planning and Provisioning.

Effective Date refers to the date from which an Agreement pursuant of this Reference Offer will become effective.

Excused Outage is any outage or unavailability of any part of the System associated with or caused by planned maintenance, problems, interruptions or defects within the OLO's network, the default or negligence of the OLO, its employees', agents' or suppliers' negligence, or by a failure to adhere to the OLO's reasonable instructions or breach of this Agreement; or by a cut or break in any Segment of the Dark Fiber not caused by the default of the OLO.

Existing Ducts means, in relation to an Access Request, any the Access Provider Ducts that have been deployed as at the date of the Access Request.

Failure Level has the meaning given to it in Annex E – Service Level Agreements (SLA)

Fault means any fault, repair or condition (or threat of fault, repair or condition) affecting the Customer Service as registered by the Customer or the OLO by issue of an incident report. Faults due to Force Majeure, failure of the Customer's equipment or acts or omissions of the Customer or any third party employees or agents are Non Service Affecting Faults.

Fault Escalation Contacts are the contacts of higher level management to be contacted for second and third level faults and for faults that require escalation so solve it

Fault Report refers the reporting of a fault to from the fault detecting Party to the other Party

Fault Reporting Contacts are the contacts of each Party to whom the faults are reported to

Fee means the sum of all the Charges for each Purchased Product, as specified in the applicable Approved Order Form.

Feeder Cabling: large size optical cables and supporting infrastructure (e.g. ducting or poles), connecting CO with DPs.

Fiber Cables means a cable comprised of a number of optical glass fibers, enclosed in a protective housing or jacket, which can be used to transmit large amounts of data at high speed using optical transmission technologies.

Fixed Telecommunications License means a license for the provision of public fixed telecommunications networks and Services in Qatar issued by ictQATAR or any successor or equivalent body with regulatory supervision of either of the Parties.

Floor Terminal Box: floor distributor as an optical element allowing the transition from the vertical to the horizontal cables for MDU.

Force Majeure has the meaning given to it clause 50 Main Body.

Force Majeure Event has the meaning given to it clause 50 Main Body.

Force Majeure Event Notification has the meaning given to it clause 50 Main Body.

Further Information Request has the meaning given to it in Annex F - Planning and Provisioning.

GIS means the Geographic Information System.

Good Industry Practice means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would at that time be expected from a provider of infrastructure access and related Services similar to the access and Services to be provided by the Access Provider to the Access Provider under this Agreement.

Government refers to the Government of Qatar

Gigabit Passive Optical Network (GPON) means a passive optical network (PON) is a point-to-multipoint, fiber to the premises network architecture based on ITU-T G.984 standard, in which unpowered optical splitters are used to enable a single optical fiber to serve multiple premises.

Gross Capacity has the meaning given to it in Annex F - Planning and Provisioning.

Hand-hole means an underground chamber similar to a Manhole, but which is designed to be accessed from the surface.

Handover Points refer to network points in which traffic and or network elements of two or more operators are interconnected.

Help Desk refers to the fault management contact point to be provided by the Access Provider as set out in Annex F - Planning and Provisioning.

High-rise building means a multi floor building (assumed to have more than four floors).

Highway Road means all roadways, footways, verges, etc., over which the public has the right of passage.

ictQATAR means the Supreme Council of Information and Communication Technology.

Implementation Acknowledgement has the meaning given to it in Annex F - Planning and Provisioning

Implementation Completion Notice has the meaning given to it in Annex F - Planning and Provisioning.

Implementation means the process by which the Access Provider (or its Approved Contractor acting on the Access Provider's behalf) shall deploy the Access Provider infrastructure in one or more the Access Provider Network Elements as described in Annex F - Planning and Provisioning.

Implementation Service Level (OSL) has the meaning set out in Annex E – Service Level Agreements (SLA)

In-house cabling means in most cases for MDU, also for BDU (if required), connecting DB or Telecom Room to each unit e.g. apartment, excluding home-cabling within a unit.

Incident Report Form means the form set out in Forms of Annex G – Operational Procedures.

Indemnified Party has the meaning given to it in clause 55 of the Main Body.

Indemnifying Party has the meaning given to it in clause 55 of the Main Body.

Insolvency Event means in relation to a Party: a) The passing of a resolution for its winding up or the making by a court of competent jurisdiction of an order for its winding up or dissolution (except for the purposes of a solvent amalgamation or reconstruction); b) the making of an administration order or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by a secured Party of, any of its assets; or c) the making of an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

Intellectual Property means a) Copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); b) applications for registration, and the right to apply for registration, for any of these rights; and c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

Interconnection Response Form means the form set out in Annex F - Planning and Provisioning.

Issue Date refers to the date of issuance of a document

Joint Box means an underground chamber, used to host Fiber Cables, joint closures, splitters and other telecommunications infrastructure.

Joint Passive Infrastructure Committee refers to a joint committee setup by the Access Provider and the OLO in order to maintain the Passive Infrastructure Plan. The Joint Passive

Infrastructure Committee will meet at a frequency to be agreed and recorded in the Passive Infrastructure Plan.

Licensee refers to a licensed telecommunications Service provider in the State of Qatar

Low-rise Building means a single or double floor building (assumed to have one to three floors).

Main Body means the Main Body of this Agreement.

Maintenance Capacity has the meaning given to it in Annex F - Planning and Provisioning.

Major Road means highways and primary roads, and any dual carriageways

Manhole means an underground chamber used to host Fiber Cables, joint closures, splitters and other telecommunications infrastructure and installed along a duct route that enables fiber cables to be installed in and withdrawn from the ducts and which gives access to the fiber cables for splicing and operations and maintenance purposes.

Mean Time to Recovery (MTTR) has the meaning as defined in Annex E – Service Level Agreements (SLA).

Minimum Commitment has the meaning given to it in Annex D – Passive Infrastructure Service Schedule.

Ministry of Municipality and Urban Planning means the Qatar Ministry of Municipality and Urban Planning and any successor or replacement body.

Minor Road means local distribution and access Highway Roads, except where they are dual carriageways.

Multi Dwelling Unit (MDU) refers to large residential apartment bloc

NDA (mutual) means non-disclosure and confidentiality agreement) referred to in clause 27 (Confidentiality).

Neighbor has the meaning given to it in Annex G – Operational Procedures.

Network means a public telecommunications network in Qatar.

Network Alteration a change to one Party's Network, which requires a change to be made to the other Party's Network to allow the continuance of Services pursuant to this Agreement.

Network Element includes inter alia, but not limited to, any Ducts, joint chambers, exchange plots, Hand-holes, cable trays, Joint Boxes and Manholes, and Optical Cables (Fiber) in the Access Provider's Network.

NOC (network operations centre) means computerized facilities staffed with appropriate personnel situated in such place as the OLO may designate from time to time where staff will monitor network performance and manage network operations.

Non Recurring Charges refer to one-off, installation or setup charges

Non Service Affecting Fault means any fault, repair or condition that is not a Service Affecting Fault.

Noticing Party has the meaning given to it in Annex G – Operational Procedures.

Other Licensed Operator (OLO) refers to the licensed operators seeking passive infrastructure Services from the Access Provider

OLO Equipment means any and all network fiber related equipment deployed and owned by the OLO.

OLO License means the License for the provision of telecommunication Services issued to the OLO by ictQATAR.

Operational Service Level (OSL) has the meaning as defined in Annex E – Service Level Agreements (SLA).

Optical Distribution Frame (ODF) connects outside optical cables/fibers to the active equipments in the Central Office

Order refer to orders by the OLO made under an Agreement pursuant to this Reference Offer

Outage means any unavailability of any part of the System (Unplanned Outages and Service Credits).

Party means a Party or the parties to this Agreement.

Passive Infrastructure Agreement refers to this Agreement

Passive Infrastructure Plan The Passive Infrastructure Plan shall contain the necessary and specific information as agreed between the Parties and required by the Access Provider in order to provide Passive Infrastructure to the OLO. The details of the Passive Infrastructure plan are outlined in Annex C – Passive Infrastructure Technical Overview.

Passive Infrastructure Service are that Services defined in Annex D – Passive Infrastructure Service Schedule.

Patching Service means patching, splitting and splicing etc. Services.

Pavement Area means the footpath or verge on the side of a Highway Road that is either unsurfaced, or surfaced with concrete tiles, blocks or pavers.

Planned Engineering Work maintenance, software upgrades or other network management measures as referenced in Annex G – Operational Procedures that may cause temporary disruption to the other Party's Network, but which are not part of a Planned Upgrade Program or constitute a Network Alteration.

Planned Upgrade Program a program of Network modifications that may cause the other Party to have to modify its own network to continue to convey traffic and that is notified in advance to the other Party as of the effective date of the Agreement or at least twelve (12) Calendar Months in advance.

Point to Point (P2P) means a passive point to point optical fiber access, using dedicated fiber from a Central Office all the way to a specific premise.

Point to Multipoint (P2MP) see GPON

Product and Service Catalogue includes all products and Services as provided in Annex D – Passive Infrastructure Service Schedule.

Project Implementation Plan means a representation of project activities, milestones, timelines, dependencies, resources, deliverables and other elements, presented in a structured format.

Provisioned Network Element means a Network Element provisioned by the Access Provider in accordance with Annex F - Planning and Provisioning.

Provisioning Request means a provisioning request for a Network Element submitted by the Access Provider to the Access Provider in accordance with Annex F - Planning and Provisioning.

Qualified Licensee is a licensed telecommunications Service provider in the State of Qatar

Quarter(ly) means a period of three (3) Calendar Months commencing on the first Calendar Day of each of January, April, July or October.

Ready for Service Date means, in relation to an Access Request, the date on which the Access Provider requires access to a Network Element as specified in that Access Request.

Ready for Service Rollout Plan has the meaning as set out in clause 2 of Annex F - Planning and Provisioning.

Receiving Party has the meaning given to it in clause 21 of the Main Body of this Agreement.

Recurring Charges refer to monthly recurring charges

Reference Model refers to a FTTH Reference model used in this RO describing all major components and handover points between Service providers for the sharing of passive infrastructure.

Reference Offer refers to a standard offer of defined Services based on minimum conditions which a Service provider must offer all licensed Service provider in the market.

Reference Offer Regulations or Guidelines refer to regulations governing the framework of Reference Offers in the State of Qaar. ictQATAR might alter, modify or amend Reference Offer Regulations from time to time.

Regulatory Authority refers to the Supreme Council of Information and Communication Technology (ictQATAR)

Rejection Notice has the meaning given to it in Annex F - Planning and Provisioning.

Relationship Manager has the meaning given to it in Annex F - Planning and Provisioning.

Relevant GIS Data has the meaning given to it in Annex F - Planning and Provisioning.

Requested RFA Date means the Requested RFA Date set out in the Approved Order Form.

Reserve Capacity has the meaning given to it in Annex F - Planning and Provisioning.

Restoration Plan has the meaning given to it in Annex G – Operational Procedures.

Review Notice has the meaning as given in clause 36 of the Main Body

Road Opening Approval has the meaning given to it in Annex F - Planning and Provisioning. Route means a continuous path of ducts.

Rollout Areas refer to areas which one or more operators have selected for Network deployment

Rollout Plan Plan has the meaning as set out in clause 2 of Annex F - Planning and Provisioning.

Second Site Survey has the meaning given to it in Annex F - Planning and Provisioning.

Segment means a segment of the System, as shown in the Dark Fiber Route Diagram.

Service refers to Services as specified in Annex D – Passive Infrastructure Service Schedule.

Service Availability has the meaning as defined in Annex E – Service Level Agreements (SLA).

Service Credit means an amount calculated in accordance with Annex E – Service Level Agreements (SLA) in respect of a failure by the Access Provider to comply with one or more of the Service Levels.

Service Levels means the Service levels set out in Annex E – Service Level Agreements (SLA).

Single Dwelling Unit (SDU) refers to a villa, multi-apartment buildings or small office building.

Site refers to a network facility location of a network provider.

Site Supervisor has the meaning given to it in Annex G – Operational Procedures.

Site Survey means the physical surveying of Network Elements, Duct testing and rodding.

Site Survey Request has the meaning given to it Annex F - Planning and Provisioning.

Site Survey Results has the meaning given to it in Annex F - Planning and Provisioning.

Suspending Party has the meaning as given in clause 29 of the Main Body

Target Service Levels are set out in Annex E – Service Level Agreements (SLA)

Taxes means all taxes (including goods and Services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated imposed under any law or regulation.

Technical Representative is a person within each organization that is suitably qualified and experienced with sufficient authority on commercial issues that is the principal point of contact between the two Parties.

Telecom Rooms (TR) means transition node from outdoor to indoor cables, is mostly deployed for MDU and BDU with Building Distribution Box (BDB). It could be in the building or outside the building as Building Entry Point.

Telecommunications Equipment means any telecommunications equipment or assets.

Telecommunications License means a Fixed Telecommunications License or Mobile Telecommunications License.

Telecommunications means the transmission, emission or reception of writing, signs, signals, images, sounds, data, text or information of any kind or nature by wire, radio, optical or other electromagnetic means of communications, or by any other telecommunications means.

Telecommunications Law Decree Law No. 34 of 2006 in the State of Qatar.

Telecommunications Network any wire, radio, optical or electromagnetic systems for routing, switching and transmitting telecommunications Services between network termination points including fixed and mobile terrestrial networks, satellite networks, electricity transmission systems or other utilities (to the extent used for telecommunications), circuit or packet switched networks (including those used for Internet Protocol Services), and networks used for delivery of broadcasting Services (including cable television networks).

Temporary Solution has the meaning given to it in Annex G – Operational Procedures.

Terminating Party has the meaning given to it clause 30 of the Main Body of this RPO.

Third Party Operator refers to a licensed operator in Qatar not subject to an Agreement pursuant this RO, but shares any network element with either Access Provider or the OLO

Updated Access Request refers to the update of the OLO's Access Request after approval of the order (Approved Order) by the Access Provider

Updated Access Request Form means the form set out in Forms of Annex F - Planning and Provisioning.

Usable Capacity has the meaning given to it in Annex F - Planning and Provisioning.

Working Hours are from 07:00 to 15:00 on a Business Day.

Annex B – Billing Processes and Procedures

1. Chargeable Services

- 1.1 Chargeable Services are those specified in Annex H – Price List based on the the descriptions in Annex D – Passive Infrastructure Service Schedule.
- 1.2 Delivered Services and related installation and usage charges shall be invoiced according to the principles defined in this Agreement and in particular according to the procedures defined in this Annex B – Billing Processes and Procedures. The value of charges incurred shall be calculated using the prevailing prices as defined in Annex H – Price List.

2. Billing

2.1 Billing for Passive Infrastructure Services:

- (a) the Access Provider will invoice the Other Licensed Operator (OLO) for Passive Infrastructure Services in accordance with Annex H – Price List.
- (b) The Commencement Date of charging will be from the date of Service Acceptance.
- (c) Billed amounts for Chargeable Services will include recurring charges and (one time) non-recurring (e.g. connection charges).
- (d) Charges are payable at the end of each month (see Billing Period).
Recurring Charges for the first month are pro-rated from the date of the first Service Acceptance to the end of the first month in which the first Service Handover is made.
- (e) Non-recurring Charges (e.g. for Installation and other one-off charges) will be invoiced and payable after the Service Acceptance.

2.2 Billing Period:

- (a) The Billing Period for Passive Infrastructure Services will be monthly. The beginning of the Billing Period is 00:00 hours on the first day of the Calendar Month or such other time as the parties may agree in writing. The end of each Billing Period will be 23:59 hours on the last day of the Calendar Month or such other time as the parties may agree in writing.

3. Invoicing

- (a) At the end of each Billing Period the Access Provider will submit to OLO invoices for Charges as outlined in the appropriate schedules for which the Access Provider is entitled to charge the OLO during such Billing Period.
- (b) Invoices shall be presented in a format to be agreed between the parties.
- (c) All invoices shall be supported and accompanied by information to enable OLO to process, validate and pay such invoices accurately.
- (d) Unless mutually agreed otherwise in writing, invoices will be delivered by email to the OLO's Billing Representative followed up by hand delivery of a paper copy of each invoice within forty-eight (48) hours of the e-mail copy of the invoice. Upon receiving the invoice by e-mail, the OLO's Billing Representative will confirm receipt by email. Should such e-mail confirmation not be provided within forty-eight

- (48) hours of such invoice being sent by e-mail from the Access Provider, then the Access Provider has to take necessary steps to acquire proof of invoice delivery.
- (e) All Charges payable under an Agreement will be calculated in accordance with this Annex B – Billing Processes and Procedures and at the rates specified in Annex H – Price List of this Agreement.
 - (f) Invoices may include the Charges incurred during a Billing Period as well as Charges incurred up to one (1) Period prior to the Billing Period to which an invoice relates.

4. Payment

- (a) Invoices are due and payable in Qatari Riyals.
- (b) Invoices will be dated as of the date of issue of the invoice (the “**Issue Date**”) and are payable on or before the “**Due Date**” which is thirty (30) Business Days from the Issue Date.
- (c) If the billed party initiates a Billing Dispute with respect to an amount due under an invoice, but such dispute is not resolved before the Due Date, then only the balance amount of the invoice that is not subject to the Billing Dispute is due and payable on the Due Date.
- (d) Notwithstanding any pending Billing Dispute, if either party defaults in the payment when due of any sum payable by it under this Agreement, its liability shall be increased to include interest on such sum from the due date until the date of actual payment (both before and after judgment) at the annual rate which is five percentage points above the base rate of Qatar Central Bank from time to time in effect during such period. All such interest shall be calculated on the basis of the actual number of days elapsed, over a Calendar Year and compounded at monthly rests.
- (e) All applicable Taxes and Surcharges, Government Royalties and Fees will be included in the charges. The OLO shall be liable for those charges.

Annex C – Passive Infrastructure Technical Overview

1. General

- 1.1 This Annex C – Passive Infrastructure Technical Overview provides an overview of the Access Provider passive access network and describes basic options available for Passive Infrastructure Sharing with the Access Provider Network. The Annex D – Passive Infrastructure Service Schedule focuses on the detailed product description.
- 1.2 The specific technical conditions for access to passive infrastructure with the Access Provider Network will occur in accordance with the Passive Infrastructure Plan as agreed pursuant to Annex F - Planning and Provisioning. In the event of any inconsistency between the Passive Infrastructure Plan and this Annex C – Passive Infrastructure Technical Overview, the Passive Infrastructure Plan takes precedence.
- 1.3 the Access Provider operates a fiber-based access network besides xDSL access networks and mobile networks. The necessary electronic active equipment to provide fiber Services is located at the operator's Central Office (**CO**). It is the central point connecting a large number of end customers. End customers are usually classified as Single Dwelling Unit (**SDU**), Multi-Dwelling Unit (**MDU**) and Commercial Units (Business Dwelling Unit, **BDU**). The general concentration points between CO and SDU/MDU/BDU are Distribution Points (**DP**), as well as Telecom Rooms for MDU/BDU.

2. Technical Aspects

- 2.1 Based on international standards and best practices, ictQATAR has developed a generalized Fiber-to-the-Home (**FTTH**) Reference Model to depict the passive infrastructure from the CO to SDU, BDU, and MDU, including in-house cabling. The Reference Model applies for all licensed telecommunications operators in Qatar.

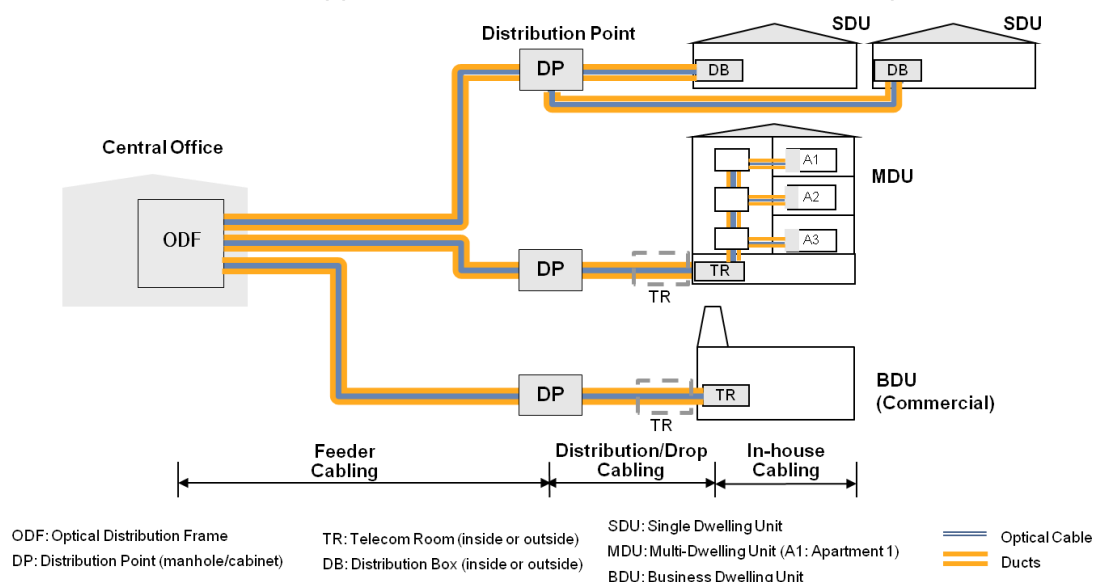


Figure 1: FTTH access network infrastructure reference model

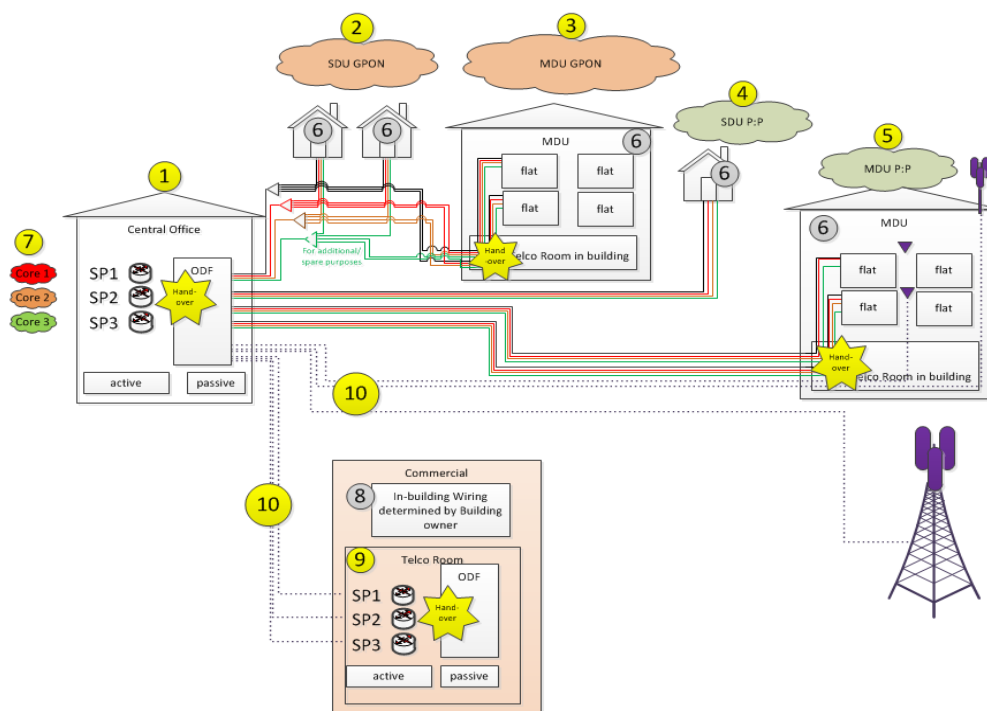
- 2.2 The main components of this reference model are:
 - (a) Central Office: big telecommunications room in one building or separate building to

house active transmission equipment from the Service providers, manage all fiber terminations and facilitate the interconnection between optical fibers and active equipments.

- (b) Optical Distribution Frame (ODF): connects outside optical cables/fibers to the active equipments in the Central Office.
- (c) Feeder Cabling: optical cables with a large number of fiber strands and supporting infrastructure (e.g. ducting or poles), connecting CO with DPs.
- (d) Distribution Point (DP): manhole, hand-hole or cabinet as concentration point converting feeder cables to smaller distribution cables.
- (e) Distribution/Drop Cabling: medium or small size optical cables connecting DP and DB or Telecom Room of SDU/MDU/BDU.
- (f) Distribution Box: transition node from outdoor to indoor cables, may be Home DB, i.e. Optical Telecommunication Outlet.
- (g) Telecom Room (TR): transition node from outdoor to indoor cables, is mostly deployed for MDU and BDU with Building Distribution Box (BDB). It could be in the building or outside the building as Building Entry Point.
- (h) In-house cabling: in most cases for MDU, also for BDU (if required), connecting DB or Telecom Room to each unit e.g. apartment, excluding home-cabling within a unit.
- (i) Ducts: a protected pathway (technical method) enabling the underground cable installation, such as Feeder Cabling, Distribution/Drop Cabling. In some cases the new or existing conduits are used for In-house Cabling.

2.3 Within this network architecture, ictQATAR has defined a number of points that are in principle Handover Points (Figure 2), i.e. at these points the Access Provider has to open its network to alternative second or third providers.

- (a) Handover Point for Service Providers: the ODF in the Central Office.
- (b) Handover Point for SDUs: the ODF in the Central Office is the single Handover Point for Service Providers.
- (c) Handover Point for MDUs: if in-house cabling belongs to building owner, the Handover Point is the Telecom Room; otherwise, the Handover Point might be the Fiber Terminal Box at the End Users;
- (d) Handover Point for Commercial Units (BDUs): Telecom Rooms.



(1) HOP in CO

The SP has to cater for collocation space

(2) (3) (4) (5) rollout can be in either in P2P or 3xGPON

(7) Core network/backhaul to done by each SP

(9) Collocation can be inside the building

1.1 (6) IWG apply in any case, except for office buildings

1.2 (10) SP rolling out the fibers, has to cater for a sufficient amount of additional P:P fibers for e.g. connection of office buildings, for micro, macro, picocells ...

FTT"B" 10

FTTP 2,3,4,5

FTT"B" Fiber to the Building

FTTP Fiber to the Premise

SP Service provider

HOP Handover Point

ODF Optical Distribution Frame

SDU Single Dwelling Unit

MDU Multi Dwelling Unit

Core Core network/backhaul

Figure 2 : Infrastructure reference model with Handover Points

2.4 On its Passive Infrastructure the Access Provider offers access to various Services as described in Annex D – Passive Infrastructure Service Schedule (Dark Fiber, Duct Access, and Collocation).

- (a) Dark fiber access enables the OLO to use the Access Provider's optical fibers (e.g. core / feeder / distribution / drop cabling) to connect its network elements. The fiber route could be from CO to the DB in SDU/BDU or TR/DB in MDU, or any segment between them.
- (b) Duct access enables the OLO to install fiber cables into the Access Provider's ducts to connect to concentration points (e.g. ODF, manhole, hand-hole, cabinet, or Distribution Box / Telecom Rooms).
- (c) Collocation enables the OLO to install equipment (e.g. splitters) at concentration points.

- 2.5 The detailed Service schedule of Dark Fiber, Duct Access, and Collocation is described in Annex D – Passive Infrastructure Service Schedule.

Annex D – Passive Infrastructure Service Schedule

1. General

1.1 This Annex D – Passive Infrastructure Service Schedule provides the description, specifications, access points (Handover Points), and delivery of Services.

- (a) Dark Fiber:
 - (i) P2P 1-Fiber Connection
 - (ii) P2P 2-Fiber Connection
 - (iii) P2P-Flat Ring Connection
 - (iv) P2MP (GPON) Connection
 - (v) CO to CO Connection
- (b) Collocation & Facility Hosting:
 - (i) Collocation (at Central Offices)
 - (ii) Facility Hosting (outside Central Office)
- (c) Duct Access and Duct Interconnection:
 - (i) Duct Access Service
 - (ii) Duct Interconnection (the Access Provider and OLO)
- (d) Optional Services:
 - (i) Patching Service
 - (ii) Special Projects

2. P2P 1-Fiber Connection

2.1 Product Description

This is a Layer 1 product - a product provided by the Access Provider for the use of passive optical fiber cable from the Access Provider's designated Central Office (or "CO") to any handover point, which can be a Fiber Termination Box of a premise (SDU, MDU, BDU), or any other non building based premise (e.g. base station site - BTS) for the purpose of the OLO providing a 1-fiber direct Point-to-Point product.

A Point-to-Point 1-Fiber Connection is a private fiber connection directly connecting a certain premise with the Access Provider's CO using one dedicated fiber strand. The product can be used to connect two or more premises in order to provide private data Services (by purchasing two or more of this connection and connecting them with a CO to CO link). It is used to provide the OLO with a complete end-to-end connectivity between the different branches and data canter of their premises at very high capacities (>1 Gbps). Point-to-Point links are mostly used by businesses to provide reliable data Services for their applications which could include: credit card processing, file sharing, data backup, VOIP, and video conferencing.

2.2 Product Variances

(a) P2P-1 Connection to BDU and MDU

Where the OLO requests a 1-fiber direct Point-to-Point connection for the purpose of providing Point-to-Point Services, the Access Provider will provide a 1-fiber direct Point-to-Point Connection to the OLO with the following:

- (i) One (1) dedicated fiber strand from the Access Provider's Optical

- Distribution Frame (ODF) at the Central Office designated by the Access Provider to the Business premises' Building Telecom Room ;
- (ii) One (1) dedicated fiber strand from the Building Distribution Box (BDB) at the Building Telecom Room to the Fiber Termination Box of the Business premise (if applicable);
 - (iii) One (1) Patching Service at the Building Telecom Room; and
 - (iv) Where necessary, one (1) Patching Service at the Access Provider's ODF in the Central Office will be provided. The OLO shall pay a Patching Charge in accordance with Annex H – Price List.

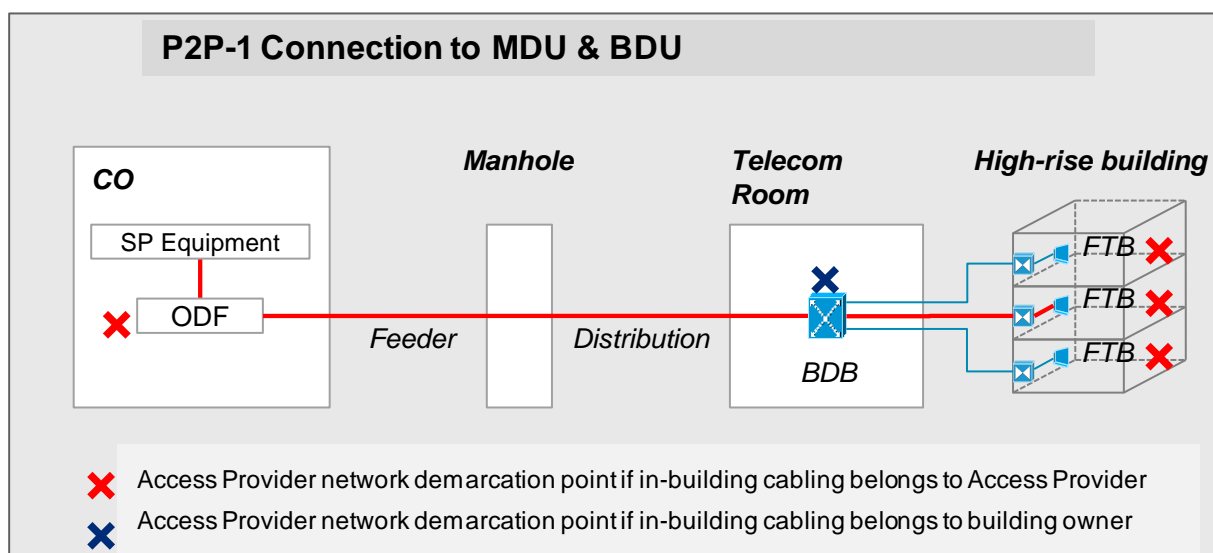


Figure 3: P2P 1-Fiber Connection to a MDU and BDU

(b) **P2P-1 Connection to SDU**

Where the OLO requests a 1-fiber Point-to-Point Connection for the purpose of providing Point-to-Point Services to a premise in SDU, the Access Provider will provide a 1-fiber Point-to-Point Connection of to the OLO with the following:

- (i) One (1) dedicated fiber strand from the Access Provider's Optical Distribution Frame (ODF) at the Central Office designated by the Access Provider to the Access Provider's nearest hand-hole to the premise.
- (ii) One (1) dedicated fiber strand from the nearest the Access Provider hand-hole to the Fiber Termination Box of the Business premises.
- (iii) Where necessary, one (1) Patching Service at the Access Provider's ODF in the Central Office will be provided and the OLO shall pay a Patching Charge in accordance with Annex H – Price List.

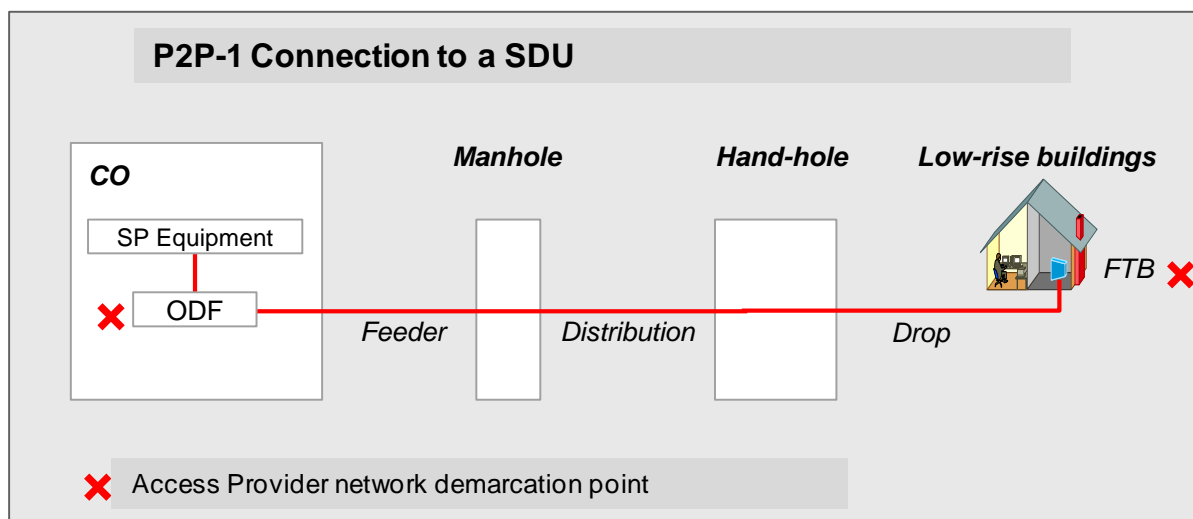


Figure 4: P2P 1-Fiber Connection to a SDUs

(c) **P2P-1 Connection to non building premise**

Where the OLO requests a 1-fiber Point-to-Point Connection for the purpose of providing Point-to-Point Services to a non building premise (e.g. a base station site - BTS), the Access Provider will provide a 1-fiber Point-to-Point Connection of to the OLO with the following:

- (i) One (1) dedicated fiber strand from the Access Provider's Optical Distribution Frame (ODF) at the Central Office designated by the Access Provider to the Access Provider's nearest hand-hole to the premise.
- (ii) One (1) dedicated fiber strand from the nearest the Access Provider hand-hole to the Fiber Termination Box of the non building premise.
- (iii) Where necessary, one (1) Patching Service at the Access Provider's ODF in the Central Office will be provided and the OLO shall pay a Patching Charge in accordance with Annex H – Price List.

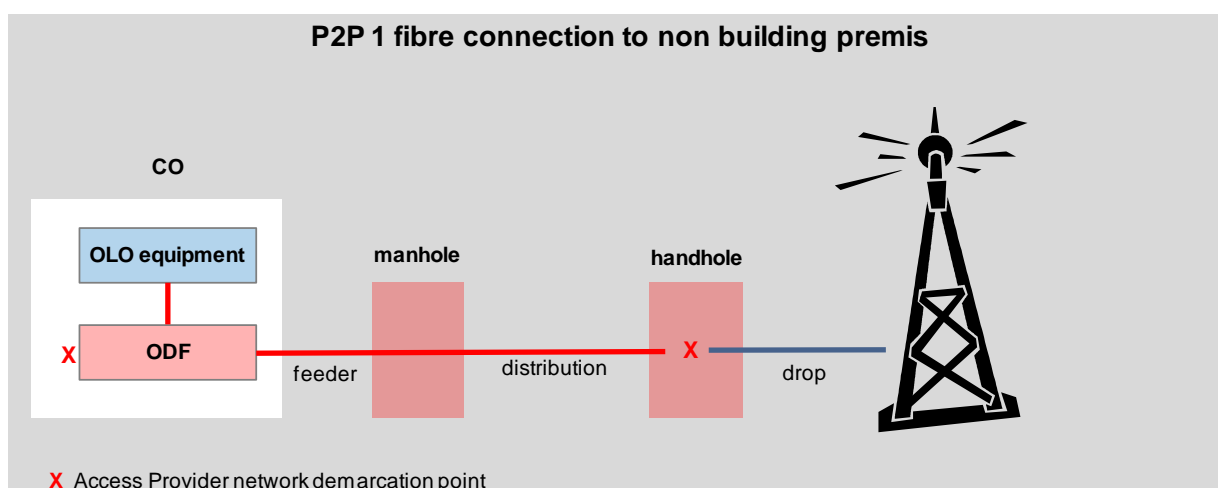


Figure 5: P2P 1-Fiber Connection to a SDUs

2.3 Access Points

Where the OLO requests for a 1-fiber Point-to-Point connection of for the purpose of providing Point-to-Point products, the OLO shall access the 1-fiber Point-to-Point connection:

- (a) At the Access Provider's ODF at the Central Office designated by the Access

- Provider; and
- (b) At the Fiber Termination Box of the premise or otherwise at the Building distribution box of the MDU and BDU where the Access Provider's network ends (in case the building owner's in-building cabling is being used).

2.4 Ordering

Details related to the ordering and the request submission process of this product are contained in Annex F - Planning and Provisioning.

2.5 Provisioning

- (a) This section describes the requirements and processes specified for the provisioning and implementation of this Service. Details related to the general provisioning are contained in Annex F - Planning and Provisioning.
- (b) Prior to provisioning any P2P connection, the Access Provider will conduct a site survey to determine, if an extra extension to the Access Provider's existing network is required to serve the Customer's premise.
- (c) the Access Provider will install optical fiber cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657.A2 standard for in-building installations (where applicable) to deliver the P2P 1-Fiber Connection.
- (d) The Access Provider will test the optical fiber cable from the Access Provider's ODF at its designated Central Office to the Termination Box or otherwise to the Building Distribution Box where the Access Provider's network ends, to verify that the Connection meets the specified optical performance criteria.
- (e) The Access Provider will verify that the optical power loss of any P2P 1-Fiber connection for the purpose of provision of P2P Services is less than 0.3dB per connector+ 0.7 dB/km of physical duct route(splice + cable loss).
- (f) The Access Provider shall connect the patch cables using standard LC/APC (Angled Polished) connectors, in compliance with TIA/EIA-4750000-B standards.
- (g) Any supply of this product that does not imply a discretionary CAPEX change, or dedicated CAPEX spend, of more than twenty thousand (20,000) QAR is considered normal. If the spend exceeds twenty thousand (20,000) QAR, the product supply will be treated as a "special project" and will be subject to an "extraordinary" charge.

2.6 Operational Procedures

Refer to Annex G – Operational Procedures for details related to the deactivation and the fault reporting of this product.

2.7 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

2.8 Charges

Refer to Annex H – Price List for details related to the charges of this product.

3. P2P-2-Fiber Connection

3.1 Product Description

This is a Layer 1 product in line with the product described in clause 2 of this Annex providing a 2-fiber direct Point-to-Point product.

(a) **P2P-2 Connection to MDU and BDU.**

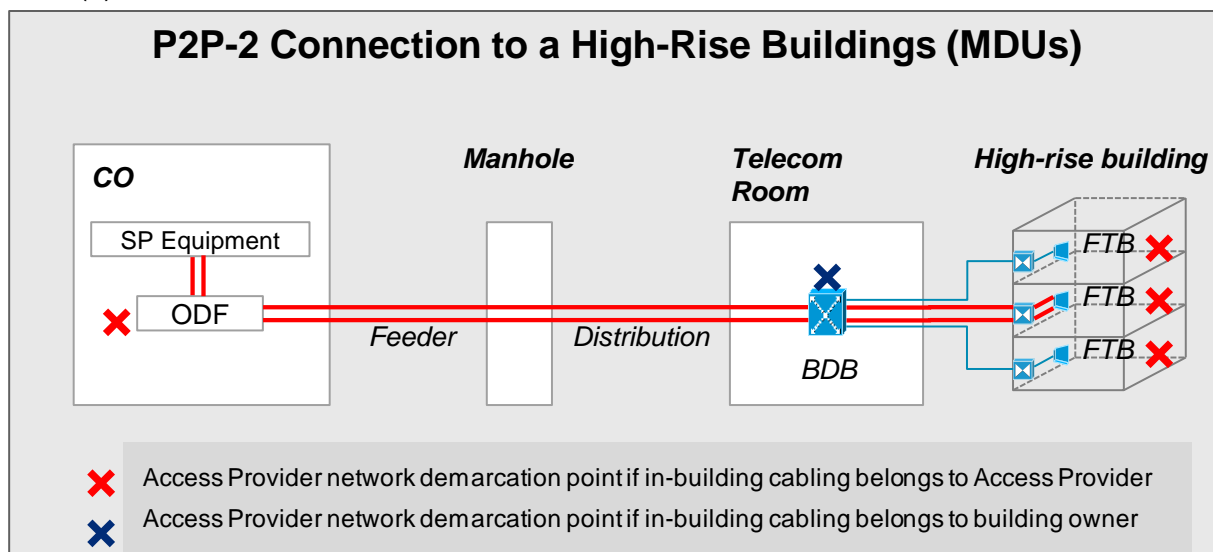


Figure 6: P2P 2-Fiber Connection to a MDU and BDU

(b) **P2P-2 Connection to SDU.**

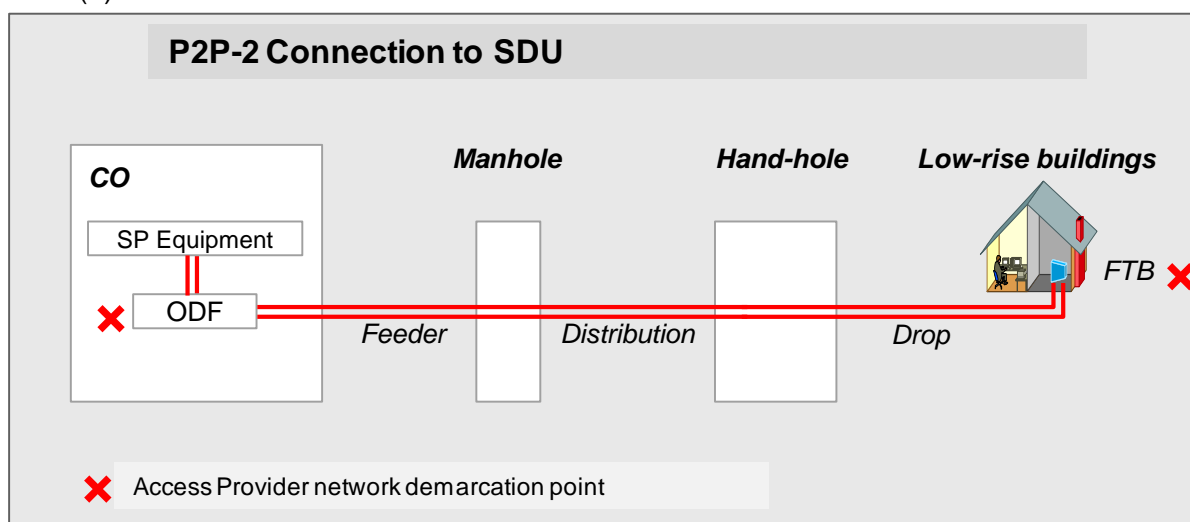


Figure 7: P2P 2-Fiber Connection to a SDU

(c) **P2P-2 Connection to non building premise**

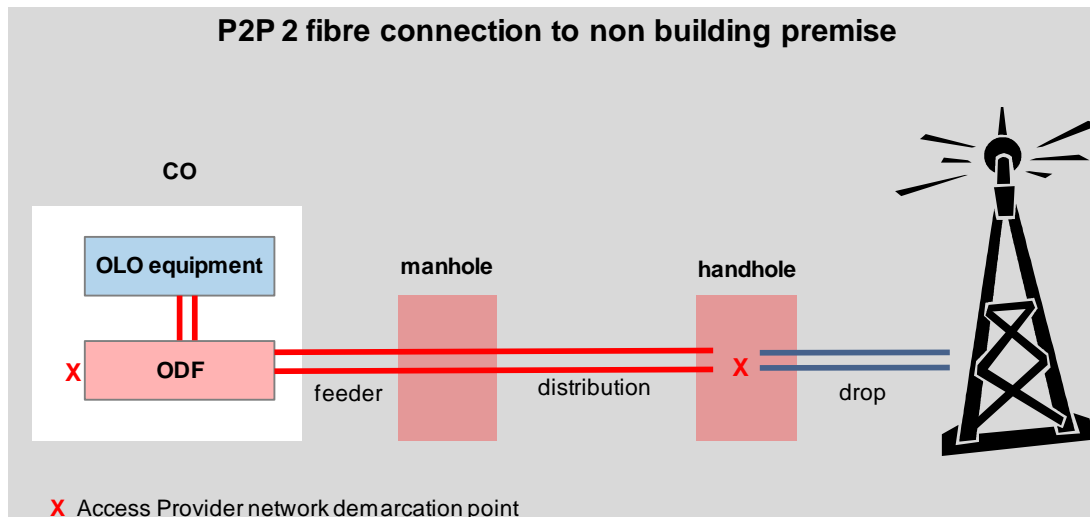


Figure 8: P2P-2 fibre connection to non-building premise

3.2 Access Points

As above in clause 2 of this Annex, referring to P2P-2-Fibre Connection.

3.3 Ordering

As above in clause 2 of this Annex, referring to P2P-2-Fibre Connection.

3.4 Provisioning

As above in clause 2 of this Annex, referring to P2P-2-Fibre Connection.

3.5 Operational Procedures

As above in clause 2 of this Annex, referring to P2P-2-Fibre Connection.

3.6 Service Level Agreements

As above in clause 2 of this Annex, referring to P2P-2-Fibre Connection.

3.7 Charges

As above in clause 2 of this Annex, referring to P2P-2-Fibre Connection.

4. P2P-Flat Ring Connection

4.1 Product Description

This Layer 1 product using four dedicated fiber strands - a product provided by the Access Provider for the use of passive optical fiber cable from the Access Provider's designated Central Office (or "CO") to any handover point, which can be a Fiber Termination Box of a premise (MDU, BDU), or any other non building based premise (e.g. base station site - BTS) for the purpose of the OLO providing Flat-Ring Point-to-Point product that has a very high level of redundancy.

4.2 Product Variances

(a) P2P Flat Ring Connection to MDU & BDU

Where the OLO requests for Flat Ring Point-to-Point for the purpose of providing Flat Ring Point-to-Point Services to an MDU or BDU, the Access Provider will provide a dedicated Flat Ring Point-to-Point Connection with the following:

- (i) Four (4) dedicated fiber strands from the Access Provider's Optical Distribution Frame (ODF) at the Central Office designated by the Access

- Provider to the MDU/BDU's Telecom Room ;
- (ii) the Access Provider will provide the highest level of redundancy available. The following list shows the level of redundancy in descending order:
 - (iii) Separate trench: the fibers run in separate trenches. Manholes and handholes are typically separated.
 - (iv) Separate ducts: the fibers run in separate ducts, but in the same trench. Manholes and handholes are typically not separated.
 - (v) Separate cables: the fibers run in separate cables, but in the same duct and the same trench. Manholes and handholes are typically not separated.
 - (vi) Same cable (zero redundancy): the fibers run in the same cable and hence the same duct and the same trench.
 - (vii) Four (4) dedicated fiber strands from the Building Distribution Box (at the Building Telecom Room) to the Fiber Termination Box of the premise (if applicable);
 - (viii) Four (4) Patching Services at the Building Telecom Room; and
 - (ix) Where necessary, four (4) Patching Service at the Access Provider's ODF in the Central Office will be provided and the OLO shall pay a Patching Charge in accordance with Annex H – Price List.

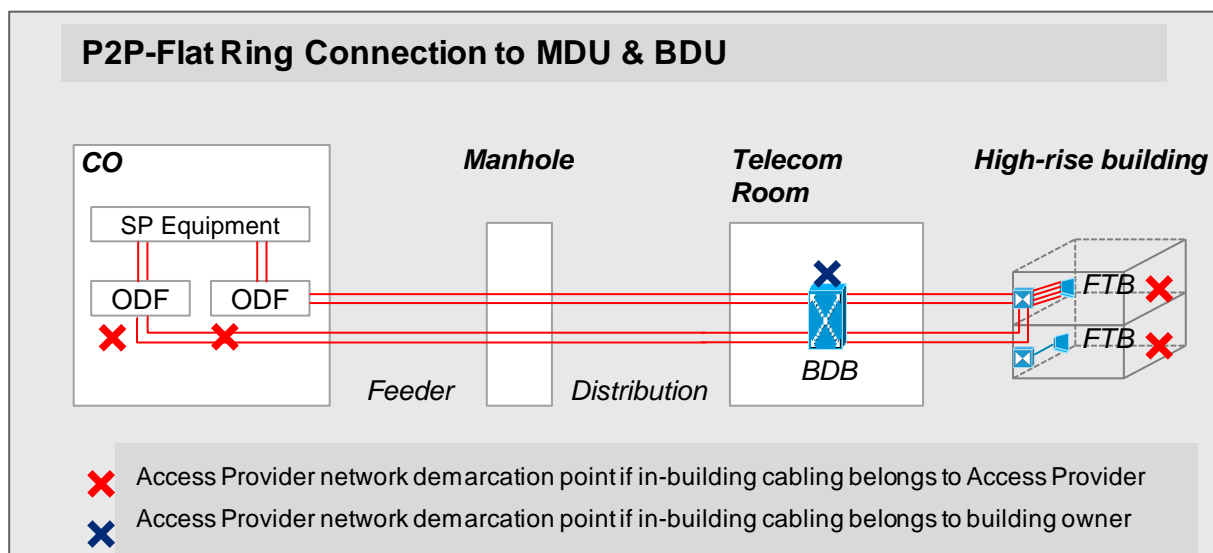


Figure 9: P2P-Flat Ring Connection to a MDU & BDU

(b) **P2P Flat Ring Connection to non-premise building**

Where the OLO requests for Flat Ring Point-to-Point for the purpose of providing Flat Ring Point-to-Point Services to a non-premise building, the Access Provider will provide a dedicated Flat Ring Point-to-Point Connection with the following:

- (i) Four (4) dedicated fiber strands from the Access Provider's Optical Distribution Frame (ODF) at the Central Office designated by the Access Provider to the non-building premise handhole;
- (ii) the Access Provider will provide the highest level of redundancy available. The options list the level of redundancy in descending order:
 1. Path redundancy: the fibers run in separate trenches. This may be achieved by combining different available CO-CO links connecting in a ring the same COs of the original link. Manholes and handholes are separated .
 2. Duct redundancy: the fibers run in separate ducts, but in the same trench.

- Manholes and handholes are typically not separate.
3. Fiber redundancy: the fibers run in separate cables, but in the same duct and and the same trench. Manholes and handholes are typically not separated.
 - (iii) Four (4) dedicated fiber strands from the Distribution Box to the Fiber Termination Box at the premise (if applicable);
 - (iv) Four (4) Patching Services at the non-building premise; and
 - (v) Where necessary, four (4) Patching Service at the Access Provider's ODF in the Central Office will be provided and the OLO shall pay a Patching Charge in accordance with Annex H – Price List.

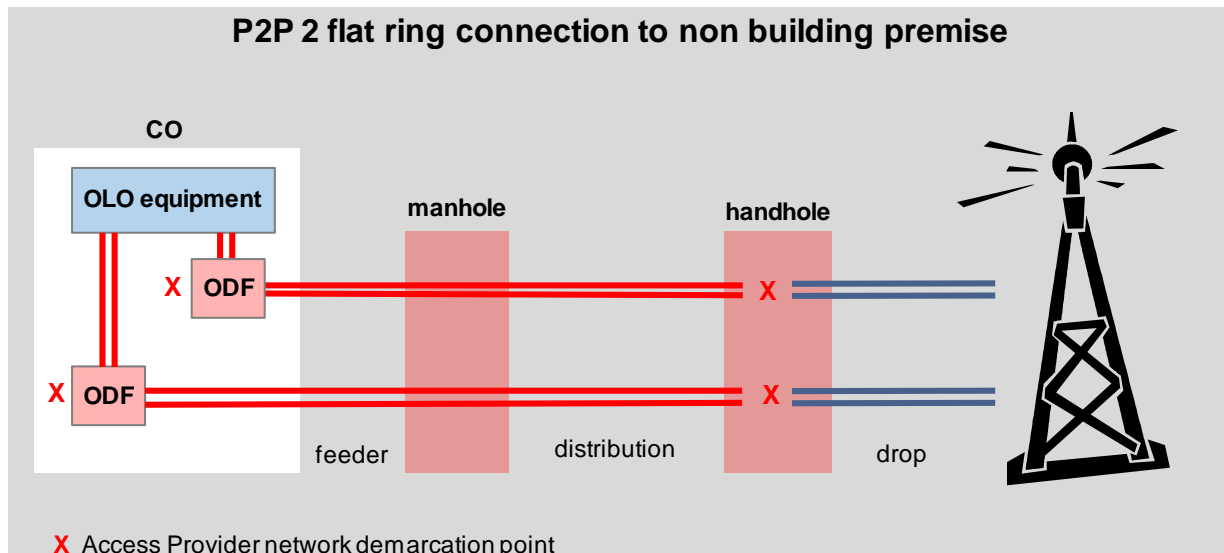


Figure 10: P2P flatring connection to non-building premise

4.3 Access Points

Where the OLO requests for a dedicated Flat Ring Point-to-Point connection for the purpose of providing Point-to-Point products, the OLO shall access the Flat Ring Point-to-Point connection:

- (i) At the Access Provider's ODF at the Central Office designated by the Access Provider or the OLO's ODF at the Central Office designated by the Access Provider; and
- (ii) At the Fiber Termination Box of the premise or otherwise at the Building distribution box of the premise where the Access Provider's network ends (in case the building owner's in-building cabling is being used).

4.4 Ordering

As above in clause 2 of this Annex.

4.5 Provisioning

As above in clause 2 of this Annex.

4.6 Operational Procedures

As above in clause 2 of this Annex.

4.7 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

4.8 Charges

Refer to Annex H – Price List for details related to the charges of this product.

5. CO to CO Connection

5.1 Product Description

This is a Layer 1 product - a product provided by the Access Provider for the use of passive optical fiber cable from one the Access Provider Central Office (or “CO”) to another the Access Provider Central Office (CO to CO Connection). A CO to CO Connection is a fiber link connecting two the Access Provider CO locations with two dedicated fiber strands. It is used by the OLO to connect their hosted active network equipment, servers and any other interconnecting equipment co-located at the Access Provider’s CO locations.

- (a) the Access Provider will provide CO to CO connection to the OLO with the following specifications:
 - (i) Two (2) fiber strands from the Access Provider’s Optical Distribution Frame (ODF) at one Central Office to the Access Provider’s ODF at the other Central Office.
 - (ii) Two (2) Patching Service at each of the Access Provider’s ODFs at the two (2) Central Offices.

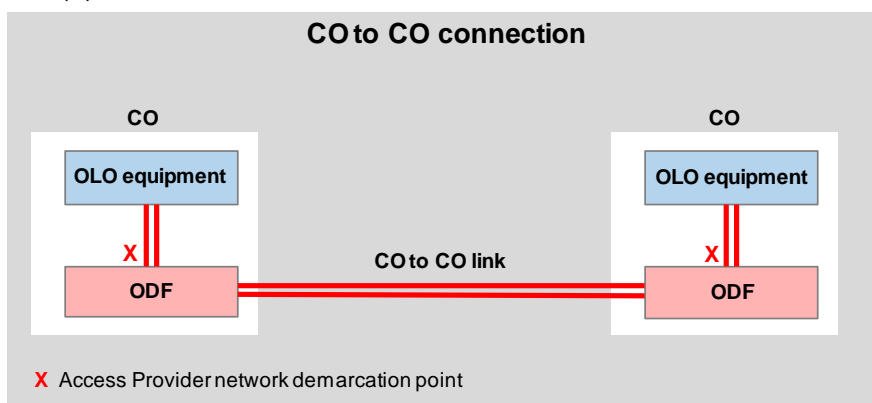


Figure 11: CO-CO Connection

5.2 Access Points

The OLO shall access the CO to CO Connection at the Access Provider’s ODFs located at the two (2) Central Offices.

5.3 Ordering

Details related to the ordering and the request submission process of this product are contained in Annex F - Planning and Provisioning.

5.4 Provisioning

- (a) This section describes the requirements and processes specified for the provisioning and implementation of this Service. Details related to the general provisioning are contained in Annex F - Planning and Provisioning.
- (b) Unless otherwise stated, the Access Provider’s provisioning Field Technicians will be responsible for any work at the Access Provider’s ODF at the Central Office.
- (c) The Access Provider will test the optical fiber cable from the Access Provider’s ODF at the requested Central Office to the Access Provider’s ODF at the other Central Office to verify that the CO to CO Connection falls within the specified optical performance criteria.

- (d) The Access Provider will notify the OLO upon the completion of provisioning of the CO to CO Connection.
- (e) The Access Provider will verify that the optical power loss of any CO-CO connection is less than 0.3dB per connector+ 0.7 dB/km of physical duct route (Connector + cable loss).
- (f) The Access Provider shall connect the patch cables using standard LC/APC (Angled Polished) connectors, in compliance with TIA/EIA-4750000-B standards.

5.5 Redundancy

- (a) The OLO has the option to request and purchase additional CO-CO connections to ensure redundancy as follows :
 - (i) Path redundancy: the fibers run in separate trenches. This may be achieved by combining different available CO-CO links connecting in a ring the same COs of the original link. Manholes and handholes are separated.
 - (ii) Duct redundancy: the fibers run in separate ducts, but in the same trench. Manholes and handholes are typically not separate.
 - (iii) Fiber redundancy: the fibres run in separate cables, but in the same duct and the same trench. Manholes and handholes are typically not separated.
- (b) the Access Provider will supply the redundancy to the OLO, except where the Access Provider is unable to build the required infrastructure (other than fiber, e.g. in case a “special project” to build a different duct to ensure “duct redundancy” is not feasible).

5.6 Operational Procedures

Refer to Annex G – Operational Procedures for details.

5.7 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

5.8 Charges

Refer to Annex H – Price List for details related to the charges of this product.

6. P2MP (GPON) Connection

6.1 Product Description

This is a Layer 1 product - a product provided by the Access Provider for the use of passive optical fiber cable from the Access Provider's designated Central Office (or “CO”) to the Fiber Termination Box of a Residential premise or a Business premise for the purpose of the OLO providing a P2MP (GPON) based product. P2PM (GPON) is a point-to-multipoint access based on Gigabit Passive Optical Network technology that uses passive splitters in the fiber distribution network in order to reach widespread residential and small to medium business premises. The P2MP (GPON) connection is a product provided by the Access Provider to the OLO for the purpose of delivering a P2MP (GPON) connection over Layer 1 highlighted above to a MDU, BDU or SDU. For avoidance of doubt, the Access Provider may provide a P2MP (GPON) Connection via the 1st or 2nd or 3rd fiber installed in the Fiber Termination Box.

6.2 Product Variances

- (a) **P2MP (GPON) to MDU & BDU:** Where the OLO requests a P2MP (GPON) Connection for the purpose of providing a P2MP (GPON) product to an End-User,

the Access Provider will provide a Service for a P2MP (GPON) Connection of 1:16 Split Ratio to the OLO with the following:

- (i) One (1) fiber strand from the Access Provider's Optical Distribution Frame (ODF) at the Central Office designated by the Access Provider to the Access Provider's splitter at the Building Telecom Room.
- (ii) One (1) dedicated fiber strand from the Building Distribution Box (at the Building Telecom Room) to the Fiber Termination Box of the premise;
- (iii) One (1) Patching Service at the Building's Telecom Room; and
- (iv) Where necessary, one (1) Patching Service at the Access Provider's ODF in the Central Office will be provided and the OLO shall pay a Patching Charge in accordance with Annex H – Price List.

Unless reasonably considered necessary by the Access Provider, the Access Provider shall utilize a max of seventy-five percent (75%) of the connections in each splitter (max. twelve (12) connections) before an additional splitter is provisioned.

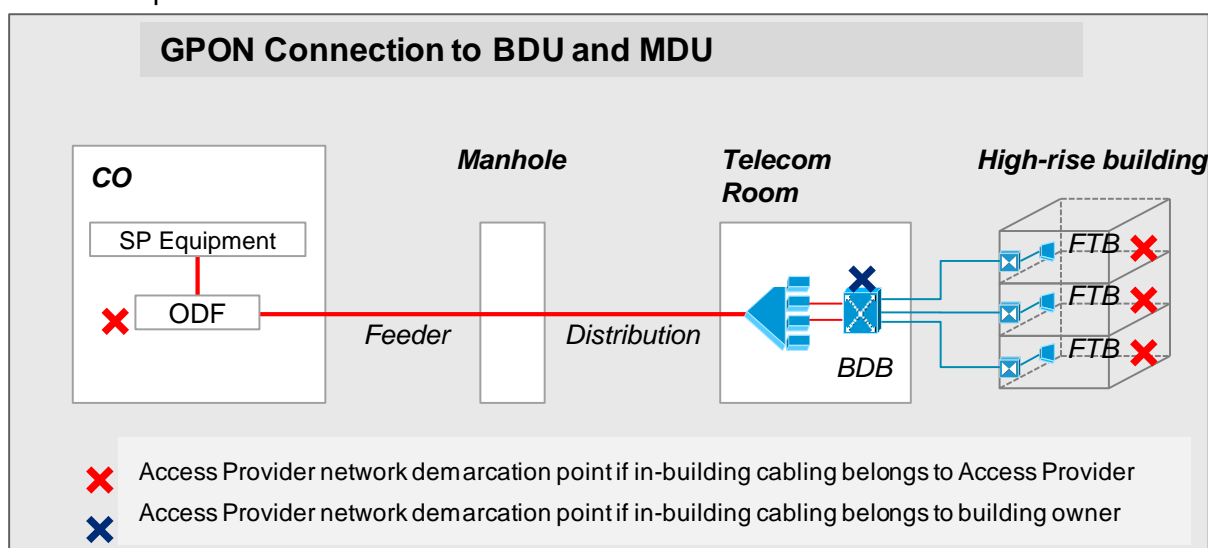


Figure 12: GPON Connection to BDUs and MDUs

- (b) **P2MP (GPON) to SDU:** Where the OLO requests a P2MP (GPON) Connection for the purpose of providing a P2MP (GPON) product, the Access Provider will provide a GPON Connection of 1:16 Split Ratio to the OLO with the following:
 - (i) One (1) fiber strand from the Access Provider's Optical Distribution Frame (ODF) at the Central Office designated by the Access Provider to the Access Provider's splitter at the nearest the Access Provider hand-hole to the low-rise building;
 - (ii) One (1) dedicated fiber strand from the splitter at the nearest hand-hole to the Fiber Termination Box of the premise; and
 - (iii) Where necessary, one (1) Patching Service at the Access Provider's ODF in the Central Office will be provided and the OLO shall pay a Patching Charge in accordance with the Annex H – Price List.

Unless reasonably considered necessary by the Access Provider, the Access Provider utilize a max of seventy-five percent (75%) of the connections in each splitter (max. twelve (12) connections) before an additional splitter is provisioned.

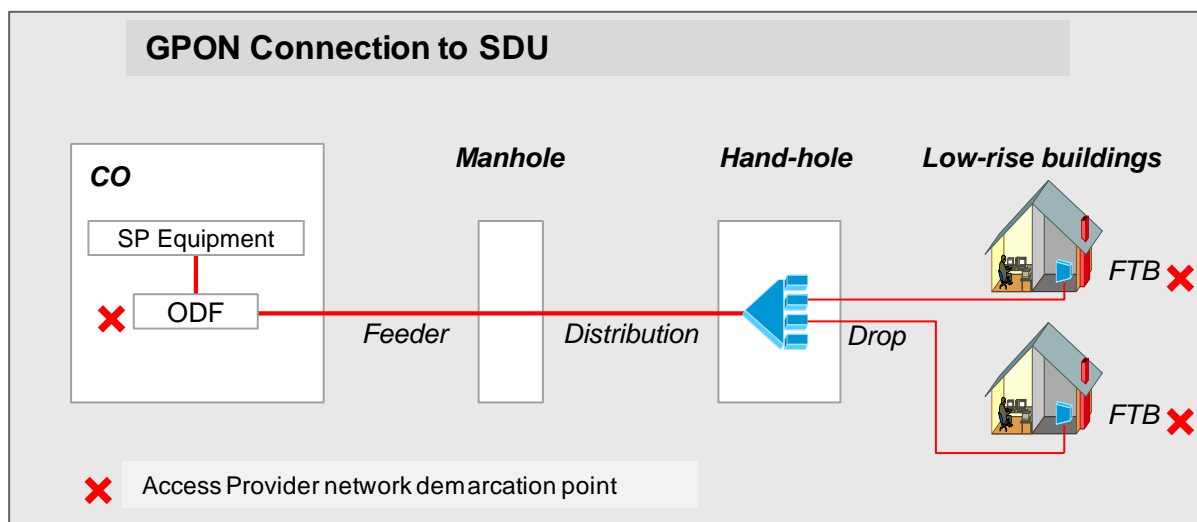


Figure 13: GPON Connection to a SDUs

6.3 Access Points

- (a) Where the OLO requests for a P2MP(GPON) Connection of 1:16 Split Ratio for the purpose of providing a P2MP(GPON) product, the OLO shall access the P2MP(GPON) Connection:
 - (i) At the Access Provider's ODF at the Central Office designated by the Access Provider; and
 - (ii) At the Fiber Termination Box of the premise or otherwise at the Building distribution box of the premise where the Access Provider's network ends (in case the building owner's in-building cabling is being used).

6.4 Ordering

Details related to the ordering and the request submission process of this product are contained in Annex F - Planning and Provisioning.

6.5 Provisioning

- (a) Details related to the general provisioning are contained in Annex F - Planning and Provisioning.
- (b) The Access Provider will install optical fiber cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657.A2 standard for in-building installations (where applicable) to deliver the P2MP (GPON) Connection.
- (c) The Access Provider will test the optical fiber cable from the Access Provider's ODF at its designated Central Office to the Termination Box or otherwise to the Building Distribution Box where the Access Provider's network ends, to verify that the connection meets the specified optical performance criteria.
- (d) The Access Provider will verify that the optical power loss of any P2MP (GPON) connection for the purpose of provision of P2MP (GPON) Services is less than -28 dB.
- (e) The Access Provider shall connect the patch cables using standard LC/APC (Angled Polished) connectors, in compliance with TIA/EIA-4750000-B standards.

6.6 Operational Procedures

Refer to Annex G – Operational Procedures for details.

6.7 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

6.8 Charges

Refer to Annex H – Price List for details related to the charges of this product.

7. Collocation Service

7.1 Product Description

- (a) This part of the catalogue describes the terms and conditions under which the Access Provider will provide the OLO with Collocation Space at any of the Access Provider's network facilities. This includes, but is not limited to Central Offices, Base Station Controllers, or Telecom Rooms.
- (b) The collocation Service is offered to the OLO in order to host their network equipment, servers or any other interconnecting equipment (Collocation Equipment) for the purpose of connecting them to the Access Provider Network or other OLO's Collocation Equipment and the provision of Services over the Access Provider Network (Collocation Service).
- (c) The OLO will provide an equipment list that will be placed in the Access Provider's network facilities in order to place his equipment.
- (d) The OLO shall, at its own cost, provide all installation materials and resources (including manpower) necessary for the installation of its co-located equipment. Where certain work is to be carried out by the Access Provider, the OLO must pay all the reasonable costs incurred by the Access Provider in providing Collocation Service.
- (e) The OLO's own co-located equipment must, where applicable, be type approved, and the OLO must provide the Access Provider with a copy of all applicable technical specifications relating to the OLO co-located equipment.
- (f) The list of Central Offices and other network facilities is made available to the OLO upon request and at the commencement date of an Agreement pursuant to this RO.
- (g) The OLO must comply with the Access Provider's CO access and security regulations as set out in Annex G – Operational Procedures.
- (h) Where available, the Access Provider will provide AC power to the equipment room in addition to a standby AC power source with an automatic transfer switch. The OLO will pay additional charges, as detailed in Annex H – Price List, for the additional power required to meet the needs of his hosted network equipment.
- (i) The following basic facilities will be provided (where applicable) at the Collocation Space (as part of the Collocation Service):
 - (i) Air conditioning system
 - (ii) AC power
 - (iii) Transmission Patch Cord
 - (iv) Fire suppression system
 - (v) Earthing points
 - (vi) Security card access system
 - (vii) Water and dust proof facility
- (j) The detailed technical requirements (such as thermal load, power consumption, floor loading, etc.), will be captured during the Collocation application.

7.2 Ordering

Details related to the ordering and the request submission process of this product are contained in Annex F - Planning and Provisioning.

7.3 Provisioning

- (a) Details related to the general provisioning are contained in Annex F - Planning and Provisioning.
- (b) The OLO shall:
 - (i) Provide all necessary installation materials and resources (including manpower) needed for the installation of its Collocation Equipment;
 - (ii) Provide and install ODF at its leased Collocation Space in the Central Office for the termination of Transmission Patch Cord; and
 - (iii) Be responsible for any cabling and patching required between its Co-Location Equipment and its ODF located at its leased Collocation Space.
- (c) The OLO acknowledges and agrees that:
 - (i) It must comply with any relevant processes and procedures set forth in Annex G – Operational Procedures or other the Access Provider guidelines for accessing and working in the Central Office issued to the OLO; and
 - (ii) It will apply and maintain industry best engineering and operational practices in its use of its equipment.

7.4 Operational Procedures

Refer to Annex G – Operational Procedures for details related to the deactivation and the fault reporting of this product.

7.5 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

7.6 Charges

Refer to Annex H – Price List for details related to the charges of this product.

8. Facility Hosting

8.1 Product Description

For Facility Hosting at, for example, but not limited to, the concentration points such as manholes, handholes, joint boxes and other facilities (e.g. cabinets), it should be possible for the OLO to install, operate and repair an ODF or a set of splitters and interconnect/access to the Access Provider's optic infrastructure within the concentration point.

- (a) Space in the Access Provider's manholes, handholes, joint boxes and other facilities (e.g. cabinets) may be provided, subject to feasibility and availability, in conjunction with the Access Provider Duct Access Service.
- (b) Subject to availability and feasibility, this allocation of Included Facility Hosting Space may be used at any location along any Duct Route leased by the OLO under the agreement.
- (c) Any additional space that is allocated to the OLO will be subject to Facility Hosting charges.
- (d) The volume of space subject to Facility Hosting Charges will be calculated on the basis of each litre or partial litre of space occupied by the OLO infrastructure at

each of the Access Provider's Facilities.

8.2 Ordering and Provisioning

Details related to the provisioning, ordering and the request submission process of this product are contained in Annex F - Planning and Provisioning.

8.3 Operational Procedures

Refer to Annex G – Operational Procedures for details related to the deactivation and the fault reporting of this product.

8.4 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

8.5 Charges

Refer to Annex H – Price List for details related to the charges of this product.

9. Duct Access Service

9.1 Product Description

A Duct Access product could be used by the OLO to enable optical cables to connect any of the Access Provider's concentration points, i.e. either to reach ODF, cabinet, manhole, Distribution Box /Telecom Rooms. For the avoidance of doubt, this includes ducts/conduits, which immediately extent into SDU, MDU and BDUs.

9.2 Ordering and Provisioning

Details related to the provisioning, ordering and the request submission process of this product are contained in Annex F - Planning and Provisioning.

9.3 Operational Procedures

Refer to Annex G – Operational Procedures for details.

9.4 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

9.5 Charges

Refer to Annex H – Price List for details related to the charges of this product.

10. Duct Interconnection (the Access Provider and OLO)

10.1 Product Description

- (a) The Parties acknowledge and agree that the OLO may build its own duct infrastructure and that fiber-optic cabling and other network infrastructure in the OLO network may be connected with the OLO cabling in the Access Provider's Network.
- (b) the OLO duct infrastructure may be connected with the Access Provider's Network where:
 - (i) The OLO wants to connect its duct infrastructure or a third party's duct infrastructure with the Access Provider's Duct infrastructure; or
 - (ii) The OLO has leased a Network Element from the Access Provider and, in order to avoid an obstruction or area of congestion, the OLO must install a

duct segment adjacent to an existing the Access Provider Duct segment.

- (iii) The OLO is able to build a new duct above the Access Provider existing duct. It does not belong to the case of a new duct adjacent to the Access Provider existing duct.

10.2 Ordering and Provisioning

Details related to the provisioning, ordering and the request submission process of this product are contained in Annex F - Planning and Provisioning.

10.3 Operational Procedures

Refer to Annex G – Operational Procedures for details related to the deactivation and the fault reporting of this product.

10.4 Service Level Agreements

Refer to Annex E – Service Level Agreements (SLA).

10.5 Charges

Refer to Annex H – Price List for details related to the charges of this product.

11. Patching Service

11.1 Product Description

This part of the catalogue describes the technical specifications and the terms and conditions under which the Access Provider will provide the OLOs with the Patching Service and on which the OLOs may access or use the Patching Service.

- (a) The Patching Service is a Service provided by the Access Provider to the OLO for implementing a connection at the Access Provider's ODF located at the following connectivity points (Collectively called the "Patching Locations"). For the avoidance of doubt, patching Services between two OLOs located in the same CO fall within responsibility of the OLO. The Access Provider must grant access to the collocation space according to the access rules set out in Annex F - Planning and Provisioning.
- (b) For avoidance of doubt, the provision of space at Patching Locations and the physical access thereto must be acquired separately by the OLO.

11.2 Patching Activation and Delivery

- (a) The Access Provider will treat all Patching Service Activation Requests (PSARs) on a 'first come, first served' basis.
- (b) Within two (2) Business Days of the date on which the Access Provider receives the PSAR, the Access Provider will notify the OLO whether the PSAR is accepted, or is rejected, for any one of the following reasons:
 - (i) The PSAR Form is incomplete, illegible, inaccurate or misleading;
 - (ii) The PSAR relates to a connection outside the Patching Locations;
 - (iii) the Access Provider does not have an ODF at the requested Patching Location;
- (c) The Patching Service normally commences on the date of installation of the Patch Cable and will normally continue until the occurrence of any of the following events:
 - (i) The expiry or termination of the Collocation Service in respect of the

Collocation Equipment at the relevant Central Office to which the Patch Cable is connected;

- (ii) The expiry or termination of any other Service that is needed to establish and maintain connectivity through the Patch Cable;
- (iii) Termination of the Layer 1 Service or other Service for which Patching Service is provided.

11.3 Patching Deactivation

- (a) The Access Provider shall treat all PSDRs (Patching Service Deactivation Requests) on a 'first come, first served' basis.
- (b) Upon receipt of a PSDR, the Access Provider will process the request and advise the OLO about its acceptance or rejection within the one (1) Business Day of the receipt (or such other period as may be agreed between the parties).
- (c) The Access Provider will deactivate the Patching Service within three (3) Business Days' notice from the OLO.
- (d) No deactivation fee will be charged by the Access Provider for the patching Service since the cost of the de-patching fee is included in the disconnection fee associated with each relevant product.

11.4 Standard Terms and Conditions

- (a) Without derogating from, or limitation to, the General provisions in the Agreement, the OLO will:
 - (i) Promptly comply with all reasonable written notices or instructions given by the Access Provider in respect of the installation, use or operation of the Patching Service; and
 - (ii) Not use, attempt to use, nor permit any other person to use, the Patching Service in breach of any laws or regulations whatsoever, and will comply with all relevant directions and orders issued by the Access Provider, ictQATAR or other relevant government authority from time to time.
- (b) the Access Provider:
 - (i) Will provide and install the Patch Cable in connection with the PSAR and will perform the physical Patching Service at the Access Provider's Optical Distribution Frame as generally requested by the OLO;
 - (ii) Is, and shall remain at all times, the owner of all Patch Cables supplied ;
 - (iii) Is responsible for managing the on-going completion and documentation of all connections made on the Access Provider Network; and
 - (iv) Will connect the Patch Cable using standard LC/APC (Angled Polished) connectors, in compliance with TIA/EIA-4750000-B standards or equivalent standards.

12. Special Projects

12.1 Product Description

This part of the catalogue describes the "Special Projects" section which includes all OLO requests for products and Services which are not covered in the previous parts of this catalogue.

- (a) "Special projects" include, but are not limited to:
 - (i) In-building cabling projects for greenfield and brownfield real estate developments

- (ii) Any type of product or Service that require an additional fiber network deployment (complementary to the Access Provider's already deployed network) to the client's premises
- (iii) Direct fiber connection deployment between two or more locations of the Business requesting the connection without passing through the Access Provider's COs
- (iv) Deployment of private passive networks for huge Enterprises to connect all their access points
- (v) Additional ad-hoc fiber deployment to satisfy the client's requested redundancy level
- (b) "Special Projects" will be priced based on a case-by-case basis.
- (c) "Special projects" require specific operational treatment (from ordering to delivery) not covered in Annex G – Operational Procedures, and to be defined on a case-by-case basis according to the project definition.

Annex E – Service Level Agreements (SLA)

1. Introduction

- 1.1 This Annex E – Service Level Agreements (SLA) details the Access Provider's minimum Service levels covered by this Agreement. Services are at all times provided subject to the terms and conditions as set out in the Annex D – Passive Infrastructure Service Schedule.
- 1.2 For the avoidance of doubt, any SLAs in this RO are subject to the hierarchy of Regulatory Instruments as set out in clause 6.2 of the Main Body.
- 1.3 For the Services implementation Service levels (**ISLA**) and operational Service level (**OSLA**) defines the time required by the Access Provider to meet the targets. Each ISLA and OSLA has three (3) Failure Levels (FL1, FL2, FL3) assigned. Each of these Failure Levels corresponds to a delay by a defined timeframe by the Access Provider meeting the targets set out to complete the specific SLAs, defined in this Annex. Each Failure Level has an associated financial value, (the Service Credit), calculated as a percentage of one years' Service charge.
- 1.4 The SLAs shall not apply in any of the following circumstances:
 - (a) The Service is disconnected and/or reconnected by reason of it being suspended under the terms and conditions of this Agreement, except where the suspension is due to the Access Provider's fault;
 - (b) Fault due to any equipment owned or operated by the OLO;
 - (c) Provision or restoration of the Service where any joint fault identification meeting is involved, except where a) the fault was caused by the Access Provider; and b) the OLO has not contributed to any delay in setting up the meeting. In determining whether the Service Levels have been met by the Access Provider, the time taken from the start of arranging any joint fault identification meeting up to the end of the meeting, shall be excluded;
 - (d) The Access Provider needs to obtain or maintain any license or permission necessary to the provision or restoration of the Service;
 - (e) The Access Provider is denied access or working permission in the premises or due to force majeure events including the building or premises becoming inaccessible, or the premises falling in unsafe working condition or in any other inadequate or deficient state;
 - (f) Delay in the provision or restoration of the connectivity caused by events beyond the Access Provider's reasonable control;
 - (g) The OLO has not reported a fault;
 - (h) Fault is reported by the OLO but no fault is found or confirmed after due and careful investigation, and verification by the Access Provider;
 - (i) The Access Provider is required to carry out scheduled Service interruption, for details see Annex G – Operational Procedures.

2. Implementation Service Levels

2.1 Service cluster 1 (fibre connections):

For the following Services, which include the relevant Patching Services:

- (a) P2P 1-Fiber Connection
- (b) P2P 2-Fiber Connection
- (c) P2P Flat Ring Connection
- (d) P2MP (GPON) Connection
- (e) CO-CO Connection

The following Implementation SLAs (**ISLAs**) and Fault Levels (**FL**) apply.

#	SLA	Commencement Trigger	Completion Trigger	Time Commitment (Business Days)
1	Timely Access Request Response (Standard Access Process)	The OLO submits an Access Request in accordance to clause Annex F - Planning and Provisioning 3.2	The Access Provider responds with an Approved Order form in accordance with Annex F - Planning and Provisioning 9.1	ISLA: 20 FL1: 21-30 FL2: 31-40 FL 3: >40
2	Timely Access Request Response (Extended Process)	The OLO submits an Order Request in accordance with Annex F - Planning and Provisioning 3.4	Additional work identified, project plan mutually agreed. Process close with the Access Provider responds with an Approved Order Form	ISLA: to be agreed FL1: agreed days + 50% FL 2: agreed days + 100% FL 3: agreed days + more than 100%
3.	Access implementation (Standard Access Process)	The OLO submits an acceptance of the Approved Order Form in accordance with Annex F - Planning and Provisioning 3.2	The Access Provider sends out the Completion Notification to the OLO	ISLA: 10 FL1: 11-15 FL2: 16-20 FL 3: >20
4:	Access implementation (Extended Process)	The OLO submits an acceptance of the Approved Order Form in accordance with Annex F - Planning and Provisioning 3.2	Additional work identified, project plan mutually agreed. Process close with the Access Provider sends out the Completion Notification to the OLO	ISLA: to be agreed FL1: agreed days + 50% FL 2: agreed days + 100% FL 3: agreed days + more than 100%

2.2 Service Cluster 2:

- (a) Collocation Service
- (b) Facility Hosting Service

The following Implementation SLAs (**ISLAs**) and Fault Levels (**FL**) apply:

#	SLA	Commencement Trigger	Completion Trigger	Time Commitment (Business Days)
1	Timely Access Request Response	The OLO submits an Access Request in accordance with Annex F - Planning and Provisioning clause 4.2	The Access Provider responds with an Approved Order form	SLA: 5 FL1: 6-8 FL2: 9-10 FL 3: >10
2	Access implementation	The OLO confirms an Access Approved Order Form in accordance with Annex F - Planning and Provisioning clause 4.2	The Access Provider sends out the Completion Notification to the OLO	ISLA: to be agreed FL1: agreed days + 50% FL 2: agreed days + 100% FL 3: agreed days + more than 100%

2.3 Service cluster 3:

For the following Services:

- (a) Duct Access Service
- (b) Duct Interconnection

The following Implementation SLAs (**ISLAs**) and Fault Levels (**FL**) apply:

#	SLA	Commencement Trigger	Completion Trigger	Time Commitment (Business Days)
1	Timely Access Request Response (Standard Access Process)	The OLO submits an Access Request in accordance with Annex F - Planning and Provisioning clause 4.2 and 5.3(k)	The Access Provider responds with an Approved Order form	SLA: 5 FL1: 6-8 FL2: 9-10 FL 3: >10
2	Timely Access Request Response (Extended Process)	The OLO submits an Duct Access Request in accordance with with Annex F - Planning and Provisioning clause 5.4	The Access Provider issues a Further Information Request, the OLO might conduct a Desk Study The Access Provider accepts the Access Request	ISLA: to be agreed FL1: agreed days + 50% FL 2: agreed days + 100% FL 3: agreed days + more than 100%
3	Access implementation (Standard process)	The OLO confirms an Access Approved Order Form in accordance with Annex F - Planning and Provisioning clause clause 4.2 and 5.3(k)	The Access Provider sends out the Completion Notification to the OLO	ISLA: 10 FL1: 11-15 FL2: 16-20 FL 3: >20
4	Access implementation (Extended Process)	The OLO confirms an Approved Order Form accordance with Annex F - Planning and Provisioning clause 4.3(e)(ii) and 5.4	Joined project plan with agreed extended timeframes. Process closes with OLO responds with written acceptance notice for Service provision	ISLA: to be agreed FL1: agreed days + 50% FL 2: agreed days + 100% FL 3: agreed days + more than 100%

2.4 SLAs for Special Projects will be agreed on a case-by-case basis.

3. Operational Service Levels

3.1 For the Services provided according to the Annex D – Passive Infrastructure Service Schedule the following operational SLAs (**OSLA**) apply.

Service	Service Level Mean Time to Restore (hours)
P2P 1-Fiber Connection	OSLA: 12 FL 1:13-18 FL 2: 19-24 FL 3: > 25
P2P 2-Fiber Connection	OSLA: 12 FL 1:13-18 FL 2: 19-24 FL 3: > 25
P2P Flat Ring Connection	OSLA: 12 FL 1:13-18 FL 2: 19-24 FL 3: > 25
P2MP (GPON) Connection	OSLA: 12 FL 1:13-18 FL 2: 19-24 FL 3: > 25
CO-CO Connection	OSLA: 12 FL 1:13-18 FL 2: 19-24 FL 3: > 25

Co-location Service Facility Hosting Service Duct Access Service Duct Interconnection Patching Service Special Projects	Not applicable
--	----------------

- 3.2 The Mean Time to Restore (**MTTR**) is the average time to restore Service for all affected connections in all fault incidents, within a specific Service measured from the time each fault is reported till all the Service restored.

For the avoidance of doubt this excludes:

- (a) fault incidents for Force Majeure as set out in clause 50 of the Main Body,
- (b) events where the OLO is prevented or restricted from restoring the Service owing to matters that are not within the Access Provider's control; and
- (c) any faults or outages caused by any reason that is out of the Access Provider's responsibility as defined in the Main Body of this document.

- 3.3 The MTTR is calculated as follows:

$\Sigma X / Y$

Where:

X = time taken to restore fault incidents for each Connection or Product of a given category during a quarter as described above.

Y= total number of affected Connections or Products of that category in the same period.

4. Service Credits

- 4.1 For the purposes of calculating the appropriate Service Credit arising from a failure to achieve the SLA, the Failure Level applied shall be the higher of the following:

- (a) The highest Failure Level reached at any of the process stages; and
- (b) The Failure Level reached in respect of the cumulative time taken to complete all the process stages.

The following Service Credits apply

Failure Level FL	Service Credit (as percentage of one (1) year Service charge)
FL 1	25%
FL 2	50%
FL 3	100%

- 4.2 The Service Credit is calculated on the yearly recurring charge of each specific Service. For example if the yearly charge is 100 and FL1 is reached, the OLO will pay 75.

- 4.3 In relation to each specific Service, any Failure Levels reached will be determined separately.

- 4.4 In respect to a cumulative failure on one specific Service the Access Provider is liable to pay Service Credits in respect of the highest Failure Level reached only.

5. Rebate Claims

- 5.1 The OLO and the Access Provider shall meet regularly to review performance against SLAs. The Access Provider will advise the OLO of its performance and the rebates it intends to provide for the preceding Billing Period.

- 5.2 The OLO's rebate will appear as a credit in the succeeding Invoices of the Access Provider.
- 5.3 The guarantee and rebates provided by the Access Provider are:
- (a) Of an ex-gratia nature and personal to the OLO and are non-transferable; and
 - (b) Subject to this Agreement.
- 5.4 A failure by the Access Provider to meet any Service Levels does not constitute a breach of this Agreement.

6. Remediation Plan

- 6.1 Where the Access Provider fails to achieve the SLA (ISLA and OSLA) in three or more consecutive measurement periods (a Repeat Failure), the OLO may serve notice on the Access Provider informing the Access Provider of that Repeat Failure and requiring the Access Provider to:
- (a) perform a root cause analysis of the Repeat Failure and report the results of that analysis to the OLO within 10 Business Days; and
 - (b) prepare and submit to the OLO an appropriate remediation plan specifying the measures the Access Provider shall take, at no additional cost to the OLO, to remedy the Repeat Failure and ensure that it does not recur (a Remediation Plan). The Access Provider shall submit the Remediation Plan to the OLO within 15 Business Days after receiving notice from the OLO in accordance with this clause.
- 6.2 The Access Provider shall consider any comments the OLO may have on the Remediation Plan and shall implement it within 10 Business Days after receiving any such comments or, to the extent it doesn't have any, OLO's confirmation to proceed with implementation of the Remediation Plan.

7. Escalation

- 7.1 Without prejudice to the OLOs 's other remedies for a failure by the Access Provider to meet the Service Levels, if a Repeat Failure persists for more than two measurement periods, the OLO may serve notice on the Access Provider requiring the COO (or equivalent) of the Access Provider to attend a meeting with the OLO. Promptly following receipt of such a notice, the Access Provider COO (or equivalent) shall attend a meeting with the OLO to explain the cause of the Serious Failure and to specify the measures the Access Provider shall take to remedy the Serious Failure and to ensure that it does not recur.

8. Cancellation of Access Request

- 8.1 If in relation to an Access Request, the Access Provider reaches FL3 for any of the Service Levels, the OLO shall be entitled to cancel that Access Request without liability and without prejudice to its other rights and remedies.

Annex F - Planning and Provisioning

1. Introduction

- 1.1 This Annex F - Planning and Provisioning covers the processes the Access Provider and the OLO will follow to enable the purchase of Services.

2. Planning and Forecasting

- 2.1 The Access Provider and the OLO will cooperate in a non-discriminatory fashion to ensure that their respective networks work together efficiently and effectively. Such cooperation will include, but is not limited to, the mutual exchange of relevant infrastructure capacity information, network topology information and a rollout plan.

2.2 Access Provider 3-Year Rollout Plan

At the beginning of each calendar year, the Access Provider will publish a three (3) year rollout plan that includes:

- (a) The exact geographic area/s in which the Access Provider plans to deploy (the "Rollout Areas");
- (b) Color coded yearly rollout plans to the different areas;
- (c) Expected date for Rollout Areas; and
- (d) Estimated number of premises and anticipated connections for each relevant geographic area.
- (e) New CO locations, fiber and duct routes, manholes, and distribution boxes.

2.3 Access Provider Quarterly Ready for Service (RFS) Plan

On a quarterly basis, the Access Provider will publish a Ready for Service Rollout Plan. This will enable the OLO to assess the timing of a particular address as being potentially Serviceable by the Access Provider. The RFS rollout plan will normally specify:

- (a) Boundaries of the geographic areas of the network that have reached the design and build phase;
- (b) New CO locations, fiber and duct routes, manholes, and distribution boxes.
- (c) Predicted number of premises that will be passed in each Rollout Area;
- (d) Predicted number of premises that will be connected and Ready for Service in each Rollout Area.
- (e) Number of premises that are already connected and are Ready for Service in each Rollout Area.
- (f) Address of actual RFS customers.

2.4 Supporting Systems

Both the Access Provider and OLO shall use network plans, duct records, electronic maps and Geographic Information System (GIS) data to support the planning and ordering processes.

- (a) The OLO shall establish, at its cost and expense its own database and GIS information system, which would:
 - (i) store and manage geographical and other associated information referring to Network Elements provided pursuant to this Agreement; and
 - (ii) interface with relevant GIS databases operated by the Access Provider

and/or other bodies as e.g. the Ministry of Municipality and Urban Planning System ("GIS System") and be capable of updating and retrieving geographical and other associated information stored on that system referring to Network Elements provided to the OLO under the Reference Offer.

- (b) Both the Access Provider and OLO shall update the GIS System as often as necessary with all relevant data with regard to the Network Elements provided under this Agreement, including, but not limited to:
 - (i) location of Duct routes;
 - (ii) fiber cables (feeder, distribution, and drop cable);
 - (iii) central offices;
 - (iv) manholes / cabinets;
 - (v) hand-holes;
 - (vi) splitters / closures;
 - (vii) Available Capacity
 - (viii) Duct utilization;
- (c) Until such time as the OLO establishes its own GIS, the Access Provider shall upon request, provide all necessary assistance to the OLO in obtaining access to and updating relevant geographic information, including:
 - (i) providing access to all relevant detailed (digitized) maps of the Access Provider's Network;
 - (ii) updating the geographical information with as-built drawings of the OLO network Infrastructure; and
 - (iii) such assistance as is reasonably necessary in order to carry out the purposes of the Reference Offer.
- (d) Such assistance shall be charged to the OLO at the rates set out in Annex H – Price List.
- (e) Both the Access Provider and OLO shall treat any data received by the other Party under the terms of this agreement as Confidential Information under the Confidentiality and Intellectual Property provisions of the Reference Offer.

3. Dark Fiber Ordering and Provisioning and Acceptance

3.1 This subsection applies to the following Services

- (a) P2P 1-Fiber Connection
- (b) P2P 2-Fiber Connection
- (c) P2P-Flat Ring Connection
- (d) CO to CO Connection
- (e) P2MP (GPON) Connection
- (f) Special Projects

3.2 A process summary can be depicted in Figure 14:

Dark Fiber Ordering, Provisioning and Acceptance

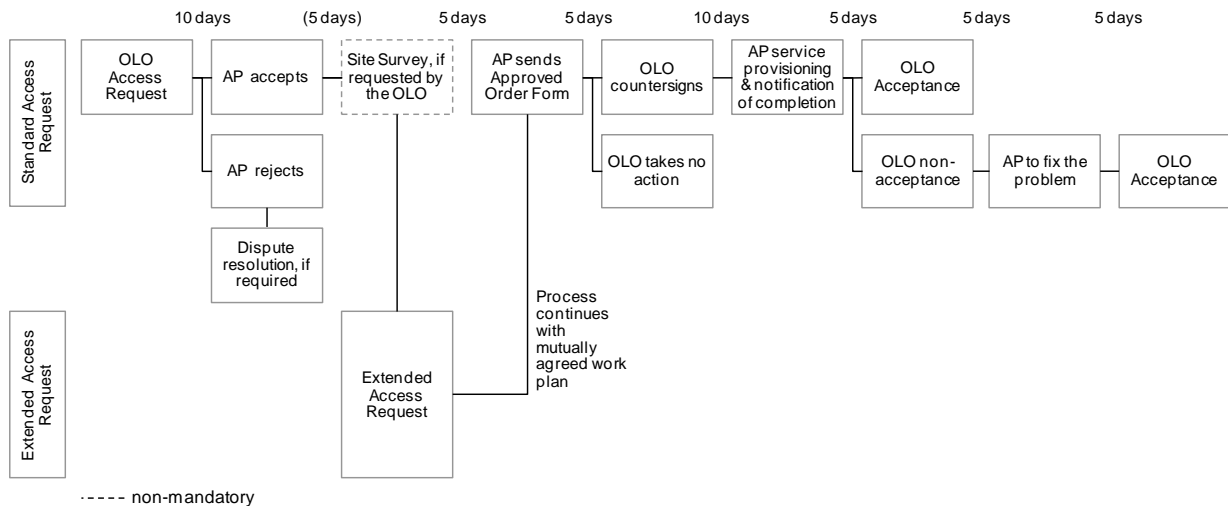


Figure 14: Process flow Dark Fiber

3.3 The standard process consists of the following steps:

- (a) The OLO submits an “Access Request” to the Access Provider with relevant information including, where applicable:
 - (i) List of unique reference of end-users;
 - (ii) Technical description of the ordered Services;
 - (iii) Quantity for each ordered position;
 - (iv) List of end-user names and contact numbers;
 - (v) List of premises addresses;
 - (vi) Target date of activation for the end-user Services or CO to CO connection.
- (b) The Access Provider must answer within ten (10) Business Days
 - (i) With an acknowledgement to the OLO, if the Access Provider accepts the Access Request; or
 - (ii) With a rejection, if there is a valid reason not to provide the Services. The Access Provider will send a rejection note to the OLO, including, but not limited to:
 1. Date of rejection;
 2. Detailed reason of rejection;
 3. Estimated date when the rejected premise will be ready for use.
 - (iii) If the OLO does not agree with the Access Provider’s rejection, it may refer the matter for resolution in accordance with the Dispute Resolution Process in clause 28 of the Main Body of this Agreement, or
 - (iv) In case of more complex Access Requests as agreed between both parties, clause 3.4 of this section shall apply.
- (c) In case the Access Provider accepts the Access Request (Standard Access Request), a Site Survey in accordance to clause 7 must be provided within five (5) Business Days to verify the feasibility of the selected Services, if requested by the OLO.
- (d) After the Site Survey, the Access Provider provides the OLO an Approved Order Form (clause 9.1) within five (5) Business Days.
- (e) The Access Request and the Approved Order Form will automatically lapse and no further action is required by either Party, if the OLO within five (5) Business

Days has not:

- (i) Completed and returned a countersigned copy of the Approved Order Form to the Access Provider; or
 - (ii) Requested a meeting to discuss the Approved Order Form; or
 - (iii) Requested a meeting to discuss a rejected Access Request.
- (f) If the OLO countersigns the Approved Order Form within five (5) Business Days, the Access Provider shall provision the Service by the end of ten (10) Business Days from the receipt of the Approved Order Form. The provisioning Service includes:
- (i) The Access Provider will contact the OLO to inform them of impending provisioning of the Service,
 - (ii) The Access Provider will gain access to concentration points, e.g. Telecom Rooms, Distribution Box, Manhole, etc;
 - (iii) The Access Provider will test connectivity of optical cables;
 - (iv) If testing is successful, the Access Provider will carry out the required patching and will declare the link as operational.
- (g) After provisioning of the links, the Access Provider sends a notification of completion to the OLO.
- (h) The OLO tests the connections:
- (i) If the acceptance is successful, the OLO will send an acceptance notice to the Access Provider within five (5) Business Days. After five (5) Business Days the Services are considered accepted by the OLO. The ordering, provisioning and acceptance processes are then completed;
 - (ii) If the acceptance fails, the Access Provider has five (5) Business Days to fix the problem.
- 3.4 The OLO may terminate any or all Service(s) at any time without reason or without cause on one (1) Calendar Months' notice in writing to the Access Provider provided that, in the event of any such termination the OLO shall pay the balance of the Charges for that Service which are outstanding as at the effective date of termination.
- 3.5 As provided for in clause 3.3(b) of this section, for more complex Access Requests, the Access Provider might conduct a further feasibility study of the Services and consult the OLO about how the Access Provider will proceed with the connections. If both Parties agree that an Access Request cannot be finalised within the time frames of a Standard Access Request, Parties will agree on a work plan with extended timelines (Extended Access Request). Implementation and acceptance can due to complexity also be extended, if mutually agreed. The agreed time plans of an Extended Process will be subject to SLAs.

4. Collocation and Facility Hosting: Ordering, Provisioning and Acceptance

4.1 This subsection applies to the following Services

- (a) Collocation
- (b) Facility Hosting

4.2 A process summary can be depicted in Figure 14:

Collocation and Facility Hosting Ordering, Provisioning and Acceptance

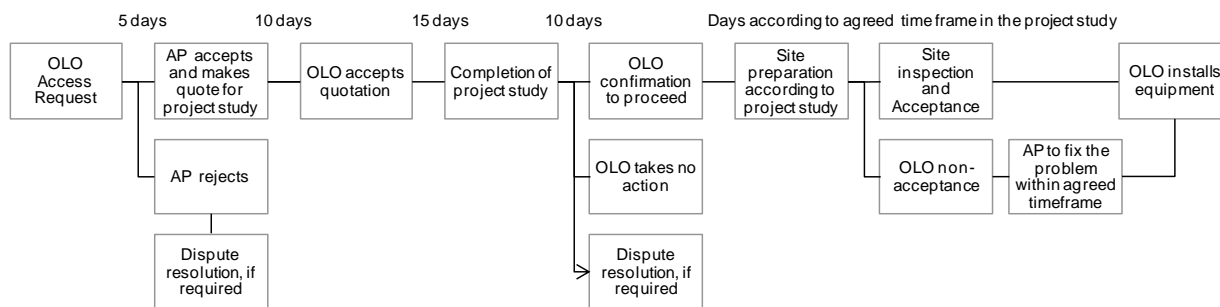


Figure 15: Process flow Collocation and Facility Hosting

4.3 The process consists of the following steps:

- (a) The OLO submits an “Access Request” to the Access Provider with relevant information including, where applicable:
 - (i) Central Office,
 - (ii) Manholes,
 - (iii) Handholes,
 - (iv) Street Cabinets,
 - (v) Telecom Rooms,
 - (vi) Distribution Box, etc.
- (b) The Access Provider must answer in five (5) Business Days
 - (i) With an acknowledgement to the OLO and a quotation for the project study fee as per Annex H – Price List , if the Access Provider accepts the Access Request; or
 - (ii) With a rejection, if there is any reason not fit to provide the Services or any other reason. The Access Provider will send a rejection note to the OLO, including:
 1. Date of rejection
 2. Detailed reason of rejection
 3. Estimated date when the rejected premise will be ready for use
 - (iii) If the OLO does not agree with the Access Provider’s rejection, it may refer the matter for resolution in accordance with the Dispute Resolution Process in Clause 28 of the Main Body of this Agreement.
- (c) If the OLO accepts the quotation of the Access Provider within 10 days, the Access Provider shall complete a Project Study within fifteen (15) Business Days of its receipt of the written notice of acceptance by the OLO. The Project Study normally involves a joint Site Survey with the OLO to determine the space, Site Preparation Works, time period required for the Collocation facility.
- (d) The Access Provider shall be entitled to levy and receive the Project Study Fee regardless of whether or not the OLO proceeds with the Access Request after completion of the Project Study.
- (e) Within ten (10) Business Days from the date of notification of the Project Study results, the OLO shall confirm in writing whether it wishes to proceed with Collocation and whether it agrees to pay the estimated Charges for Site Preparation Work.
 - (i) If the OLO fails to (for any reason whatsoever) confirm that it wishes to proceed within the ten (10) Business Days from the date of the notification or the Project Study results, the Access Provider will take no further action and

- the original Access Request shall automatically lapse and be deemed cancelled; or
- (ii) If the OLO proceeds following the Project Study, the Access Provider shall complete the Site Preparation Work within the period stated in the project study.
- (f) After the completion of the Site Preparation Work, the Access Provider will notify the OLO and request the OLO to attend the Central Office or Facilities for a final site inspection of the prepared Collocation or Facility Hosting Space.
 - (i) A site acceptance protocol has to be provided in writing by the OLO to the Access Provider
 - (ii) If the acceptance cannot be confirmed by the OLO due to non-compliance with the terms and conditions of the Access Request, health and safety or any other reason written in the protocol, the Access Provider will have to fix the situation in the timeframe agreed in the quotation.
- (g) The OLO shall:
 - (i) provide all necessary installation materials and resources (including manpower) needed for the installation of its Collocation or Facility Hosting Equipment; and
 - (ii) Provide and install ODF or other Collocation Equipment at its leased Collocation Space in the Central Office or Facilities; and
 - (iii) Be responsible for any cabling and patching required at its leased Collocation Space.
- (h) The OLO shall acknowledge and agree that:
 - (i) It will apply and maintain industry best engineering and operational practices in its use of its equipment;
 - (ii) It shall comply with any relevant processes and procedures set forth in the Access Provider's guidelines for accessing and working in the Central Office or Facilities issued to the OLO.

4.4 Termination of the Collocation Service

- (a) the Access Provider may terminate a Collocation Service if:
 - (i) The Collocation Space has become unsuitable or unsafe for its purpose for any reason;
 - (ii) The Central Office has become unfit for its purpose; or
 - (iii) the Access Provider's right to own, maintain or operate the Central Office is revoked or terminates or expires for any reason.
- (b) In any of these cases the Access Provider will inform the OLO at the earliest possible date about any imminent termination and its reasons as set out in clause 4.4(a) of this Annex.
- (c) Upon expiry or termination of the Collocation Service, the OLO must immediately discontinue the use of its Collocation Equipment and, at its own cost, remove its Collocation Equipment from the Collocation Space without any undue delay;
- (d) The Access Provider will reinstate the Collocation Space to its original condition and recover/reinstate all cables/supports and recover the reasonable cost of such reinstatement (other than the cost of removing the Transmission Patch Cord) from the OLO. The preceding reinstatement right of the Access Provider will not apply in circumstances where the OLO's discontinuation of the use of the Collocation Equipment is a direct result of the Access Provider's decommissioning of the

Central Office, or where the termination occurs as a result of the Access Provider's own fault; and

- (e) Upon termination of the Collocation Service, the OLO will be permitted continued physical access to the Central Office only for such reasonably necessary period, solely for the purposes of removing its collocated equipment.

5. Duct Access and Duct Interconnection Ordering, Provisioning and Acceptance

5.1 This subsection applies to the following Services

- (a) Duct Access
- (b) Duct Interconnection

5.2 A process summary can be depicted in Figure 16 :

Duct Access and Interconnection Ordering, Provisioning and Acceptance

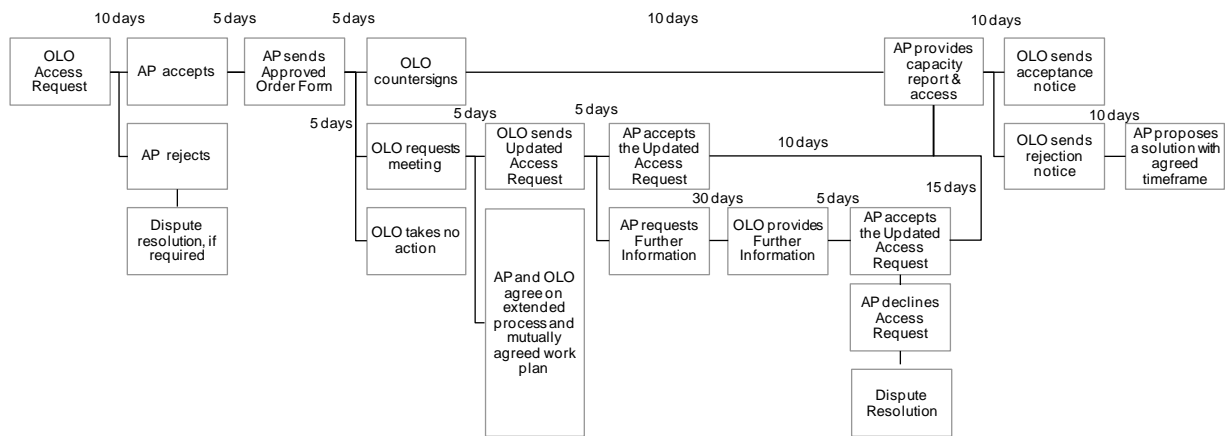


Figure 16: Process flow Duct Access and Interconnection

5.3 The standard process consists of the following steps:

- (a) The OLO submits an "Access Request" to the Access Provider with relevant information including, where applicable:
 - (i) A specific route with defined start and end points, covering all Network Elements within that route, for instance in the case of a duct route; or
 - (ii) A specific Network Element or collection of Network Elements within a specific route or area.
- (b) In the case of an Standard Access Request within the predefined schedules as set out below the OLO shall:
 - (i) submit an Access Request to the Access Provider, which shall contain the following information:
 - 1. Except where the Access Request is for a single Network Element, a map of the route and/or areas that the Access Request covers;
 - 2. An estimate of the number and type of Network Elements contained within the route and/or areas per Access Request; and
- (c) The Access Provider must answer within ten (10) Business Days
 - (i) With an acknowledgement to the OLO, if the Access Provider accepts the Access Request; or
 - (ii) With a rejection, if there is any reason not fit to provide the Services or any other reason. The Access Provider will send a rejection note to the OLO, including, but not limited to:
 - 1. Date of rejection
 - 2. Detailed reason of rejection

3. Estimated date when the rejected premise will be ready for use
- (iii) If the OLO does not agree with the Access Provider's rejection, it may refer the matter for resolution in accordance with the Dispute Resolution Process in clause 28 of the Main Body of this Agreement.
- (d) In case the Access Provider accepts the Access Request (Standard Access Request), the Access Provider provides the OLO an Approved Order Form within five (5) Business Days.
- (e) The Access Request and the Approved Order Form will automatically lapse and no further action is required by either Party, if the OLO within five (5) Business Days has not:
 - (i) Completed and returned a countersigned copy of the Approved Order Form to the Access Provider; or
 - (ii) Requested a meeting to discuss the Approved Order Form; or
 - (iii) Requested a meeting to discuss a rejected Access Request.
- (f) If the OLO countersigns the Approved Order Form, the Access Provider shall, within ten (10) Business Days after receiving the OLO's signature **Error! Reference source not found.**, provide a written report containing the following information:
 - (i) All relevant information in the Access Provider's possession relating to the Access Request, including infrastructure plans and duct records (where available);
 - (ii) A preliminary assessment of Available Capacity in accordance with clause 7.3 based on information in the Access Provider's files; and
 - (iii) Any identified Capacity Constraints by segment of Network Element that are evident based on information in the Access Provider's files; together "Desk Survey"
- (g) After receiving the OLO's countersignature, the Access Provider shall provide to the OLO access to the network elements within ten (10) Business Days.
- (h) The OLO shall inform the Access Provider in writing either that:
 - (i) The Network Element has been accepted for use; or
 - (ii) Following examination of the Network Element, the OLO has discovered issues or damage that have the potential to prevent installation of relevant network infrastructure or to hamper the effective use of the Network Element ("Rejection Notice").
- (i) Within ten (10) Business Days of receipt of a Rejection Notice, the Access Provider shall investigate the causes of the issue or damage that is the cause for the Rejection Notice and provide a written response proposing a solution to such issue or damage.
- (j) If the OLO has not countersigned the Approved Order Form and called for a meeting with the Access provider to discuss the Access Request or the Approved Order Form, the Parties must discuss in good faith the OLO's Access or Duct Interconnection Request. On the basis of that discussion either
 - (i) the OLO submits an Updated Access Request within 5 days of the final discussion between the Parties, or
 - (ii) The Parties mutually agree on an Extended Access Request with mutually agreed work plan and timelines. The agreed timelines will be subject to SLAs as specified in Annex E – Service Level Agreements (SLA).
- (k) If the Parties follow the Standard Process, The Access Provider must review the

OLO's Updated Access Request and answer in five (5) Business Days:

- (i) With an acknowledgement to the OLO, if the information submitted during the discussion meeting(s) meet the requirements of clause 5.3(c) and the Access Provider accepts the Access Request; or
 - (ii) With a Further Information Request: return the Updated Access Request to the OLO and specify additional information to comply with clause 5.3(c).
 - (iii) Within thirty (30) Business Days of receipt of the Further Information Request, the OLO must respond to the Further Information Request and provide the requested information or clarifications.
 - (iv) The information provided due to the Further Information Request, the Access Provider must acknowledge to the OLO that the information submitted meets the requirements of clause 5.3(c) and the Access Provider accepts the Access Request within 5 Business Days.
- (l) The Access Provider shall, within ten (10) Business Days after accepting a request in accordance with clause 5.2**Error! Reference source not found.**, provide a written report containing the following information:
- (i) All relevant information in the Access Provider's possession relating to the Access Request, including infrastructure plans and duct records (where available);
 - (ii) A preliminary assessment of Available Capacity in accordance with clause 7.3 based on information in the Access Provider's files; and
 - (iii) Any identified Capacity Constraints by segment of Network Element that are evident based on information in the Access Provider's files; together "Desk Survey"
- (m) After approval of the Updated Access Request the Access Provider shall provide to the OLO access to the network elements within ten (10) Business Days
- (n) The OLO shall inform the Access Provider in writing either that:
- (i) The Network Element has been accepted for use; or
 - (ii) Following examination of the Network Element, the OLO has discovered issues or damage that have the potential to prevent installation of relevant network infrastructure or to hamper the effective use of the Network Element ("Rejection Notice").
- (o) Within ten (10) Business Days of receipt of a Rejection Notice, the Access Provider shall investigate the causes of the issue or damage that is the cause for the Rejection Notice and provide a written response proposing a solution to such issue or damage.
- 5.4 The OLO may terminate any or all Service(s) at any time without reason or without cause on one (1) Calendar Months' notice in writing to the Access Provider provided that, in the event of any such termination the OLO shall pay the balance of the Charges for that Service which are outstanding as at the effective date of termination.
- 5.5 For more complex Duct Access Requests, the Access Provider might need a work plan study after clause 5.3(l). Work plan study must always be done on a mutually agreed time frame. Implementation and acceptance can be extended due to complexity, if mutually agreed. This is known as Extended Process and agreed time plans will be subject to SLAs.

6. Blockage clearance

6.1 General

- (a) Blockage Clearance is specified to remove the blockage for Duct Access and Duct Interconnection Services.
- (b) If the OLO encounters a blockage of a Network Element during the Implementation Process, the OLO may either:
 - (i) Clear the blockage itself in accordance with clause 6.2; or
 - (ii) Request that the Access Provider clear the blockage in accordance with clause 6.3.
- (c) Irrespective of whether the OLO clears the blockage itself in accordance with clause 6.2 or requests clearance from the Access Provider in accordance with clause 6.3, the party clearing the blockage will be responsible, subject to clause 52 and clause 55 (Liability and Indemnity) of the Main Body of this Agreement, for ensuring such action does not damage the infrastructure of the other party.

6.2 Blockage Clearance by the OLO

- (a) The Blockage Clearance Process by the OLO is given in Figure 17:

Blockage Clearing by the OLO

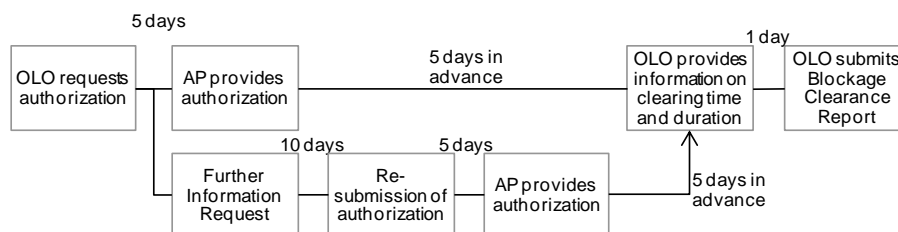


Figure 17: Blockage Clearance by the OLO

- (b) the OLO may request authorization from the Access Provider to remove a blockage by informing the Access Provider of the location of the blockage, the date and time of the proposed survey or feasibility study and any further relevant available information regarding the blockage (“Blockage Removal Authorization Request”)
- (c) The Access Provider shall respond to the OLO within five (5) Business Days either:
 - (i) providing the OLO authorization to commence work in removing the blockage, with any reasonably required conditions or specifications (“Blockage Removal Authorization”); or
 - (ii) requesting further relevant information regarding the proposed blockage clearance that it reasonably requires in order to authorize the OLO to commence work to remove the blockage, in which case the OLO shall re-submit within ten (10) days the Blockage Removal Authorization Request containing the updated information and in accordance with clause 6.2(a).
 - (iii) The Access Provider shall authorize the re-submission within 5 (five) Business Days.
- (d) Upon receipt of the Blockage Removal Authorization, the OLO:
 - (i) Shall allow the Access Provider to conduct any survey or feasibility study; and
 - (ii) Shall inform Access Provider of the date and time of the blockage removal no fewer than five (5) Business Days in advance and may commence

removal of the blockage in accordance with the Blockage Removal Authorization.

- (e) Within one (1) Business Day of completing the attempted removal of the blockage the OLO shall inform the Access Provider whether the clearance was successful (“Blockage Clearance Report”).

6.3 Blockage Clearance by the Access Provider

- (a) The Blockage Clearance Process by the Access Provider is given in Figure 18:

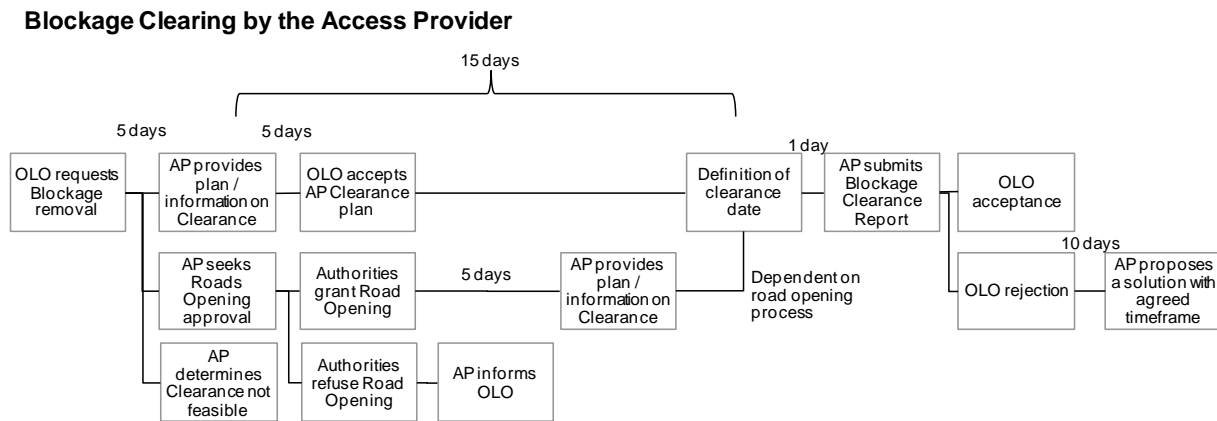


Figure 18: Blockage Clearance by the Access Provider

- (b) The OLO may request removal of a blockage by the Access Provider by submitting to the Access Provider the Blockage Removal Request form as set out in the attachment.
- (c) In cases where approval from the relevant authorities for disturbing an existing roadway or street, (“Road Opening Approval”) is not required, the Access Provider shall respond to the OLO within five (5) Business Days of receiving the Blockage Removal Request and include the information set out in clause 6.3(f).
- (d) If the Access Provider determines that removal of the blockage is not technically feasible, it shall provide detailed reasons for such determination to the OLO at the time of its response in accordance with clause 6.3(c).
- (e) In cases where Road Opening Approval is required, the Access Provider shall immediately seek Road Opening Approval from the relevant authorities and:
 - (i) In cases where Road Opening Approval is granted, respond to the OLO within five (5) Business Days of receiving the Road Opening Approval and include the information set out in clause 6.3(f); and
 - (ii) In cases where Road Opening Approval is not granted, inform the OLO within five (5) Business Days that such approval has not been granted.
- (f) The Access Provider shall provide the following information to the OLO in accordance with clause 6.3(c) or clause 6.3(e), as appropriate:
 - (i) The type of blockage;
 - (ii) Whether removal of the blockage is technically feasible;
 - (iii) Proposed fee for blockage removal, which shall be based on the type of location of the blockage, whether under a main road, secondary road or non-road surface and as determined in accordance with Annex H – Price List;
 - (iv) Proposed date of blockage removal, which must be within fifteen (15) Business Days of the Access Provider’s response, except in cases where Road Opening Approval is required, in which case the proposed date of

blockage removal may be delayed by an equivalent number of Business Days as required to obtain such Road Opening Approval.

- (g) If the Access Provider determines that removal of the blockage is technically feasible, the OLO shall respond within five (5) Business Days whether it elects to have the Access Provider proceed with the removal in accordance with the Blockage Removal Proposal.
- (h) If the OLO elects to proceed with the removal of the blockage in accordance with clause 6.3(g), the Access Provider will attempt to remove the blockage in accordance with the Blockage Removal Proposal.
- (i) Within one (1) Business Day of completing the attempted removal of the blockage the Access Provider shall inform the OLO whether the clearance was successful.
- (j) the OLO shall inspect the relevant location to determine whether the blockage clearance enables the OLO to use the Network Element as requested, and notify the Access Provider in writing whether it:
 - (i) Accepts the Blockage Clearance (“Blockage Clearance Acceptance”), in which case the Access Provider shall invoice the OLO in accordance with the Blockage Removal Proposal; or
 - (ii) Rejects the Blockage Clearance,
- (k) Within ten (10) Business Days of receipt of a Rejection Notice, the Access Provider shall investigate the causes of the issue or damage that is the cause for the Rejection Notice and provide a written response proposing a solution to such issue or damage.

7. Site Survey

7.1 General

The OLO may request physical access to the relevant Network Element(s) to conduct a Site Survey in order to continue the Access Request by submitting a written request to the Access Provider (“Site Survey Request”).

- (a) Subject to the limitations set out in clause 7.2(c), the Access Provider shall provide access to the OLO to carry out a Site Survey within five (5) Business Days of receiving a completed Site Survey Request.
- (b) Site Surveys shall include the physical surveying of Network Elements, Duct testing, and rodding, and optical cables (fibers) testing.
- (c) The OLO may select a contractor from the list of Approved Contractors specified under this Reference Offer to conduct the Site Survey on its behalf. The Access Provider shall provide full access to the relevant Network Elements (in accordance with Annex G – Operational Procedures) for the purpose of conducting the Site Survey.

7.2 Supervision and Oversight

- (a) the Access Provider shall have the right to supervise the OLO and/or its contractors while performing any activities in relation to surveying, installing or maintaining the works subject to the following:
 - (i) The Supervision Charge payable by the OLO in accordance with Annex H – Price List of this Agreement is the only mechanism for recovering the cost of such supervision activities that shall be available to the Access Provider under this Reference Offer; and

- (ii) Acting at its own discretion, the Access Provider may choose to incur costs for such activities that exceed or fall short of the amount of the Supervision Charge, but the Access Provider shall not be entitled to recover any excess cost nor obligated to refund any surplus; and
 - (iii) the Access Provider shall not be entitled to delay, for reasons of supervisory resource limitations or other operational constraints, any activities being carried out by the OLO or its contractors in accordance with this Agreement
- (b) Notwithstanding the above and for the avoidance of doubt, it is understood and acknowledged that the Access Provider supervisors shall have the right to suspend the OLO surveying, implementation, acceptance, or other activities, or otherwise instruct the OLO staff, contractors, or others when such actions are necessary to protect the Access Provider assets or network integrity, or in response to perceived threats to health, safety, security, or the environment.
- (c) The OLO shall ensure that the Access Provider receives a written report with the full results of the Site Survey within five (5) Business Days of completion of the Site Survey ("Site Survey Results").
- (d) Within five (5) Business Days after receiving the Site Survey Results, the Access Provider shall either notify the OLO that:
 - (i) It accepts the Site Survey Results; or
 - (ii) It disputes any of the findings contained in the Site Survey Results.
- (e) In case the Access Provider disputes any of the findings contained in the Site Survey Results:
 - (i) the Access Provider may undertake, at its own expense, a site survey of the requested Network Elements utilizing a vendor from the list of Approved Contractors specified under this Agreement to conduct the Site Survey on its behalf ("Second Site Survey"); and
 - (ii) The Access Provider shall ensure that the Second Site Survey is completed within five (5) Business Days of receiving the Site Survey Results from the OLO pursuant to clause 7.2(d).
 - (iii) The OLO shall have the option of observing the Second Site Survey.
- (f) If the results of the Second Site Survey differ in any material manner from the Site Survey Results, the parties shall meet as soon as reasonably practicable to attempt to reconcile the differences. If the parties cannot reach agreement on the results of the Site Surveys, then either party may refer the dispute to be resolved in accordance with the clause 28 of the Main Body of this Reference Offer (Dispute Resolution).
- (g) If the Access Provider accepts the Site Survey Results or the parties otherwise reach agreement on the results of the Site Survey, then the Site Survey Results shall determine Available Capacity in accordance with clause 7.3.

7.3 Approach to determining and allocating Available Capacity

- (a) For the purposes of this Reference Offer, the amount of capacity in a Duct that will be available for the OLO use shall be based on the following principles:
 - (i) The whole volume of the relevant Duct, not taking into account any contents of the Duct ("Gross Capacity");
 - (ii) The capacity of the Duct that may be effectively used for installation of cables, which is the Gross Capacity of the relevant Duct, less unusable space due to round geometry of cabling, which for the purposes of each

- Access Request shall be between ten (10) and twenty-five percent (25%) of the Gross Capacity as determined by the parties, each acting reasonably, based on the Site Survey Results. ("Effective Capacity");
- (iii) Necessary vacant space needed for maintenance purposes, which, for the purposes of each Access Request shall be the volume of the largest single existing or planned cable in the Duct ("Maintenance Capacity"); and
 - (iv) The capacity of the Duct that may be used for placement of additional cables, which is the Effective Capacity of the relevant Duct less the Maintenance Capacity and space used by existing cabling. ("Usable Capacity")
- (b) For the avoidance of doubt, ascertaining the exact amount of unusable space due to the round geometry of the cabling shall only be undertaken pursuant to clause 7.3(a), if less than twenty-five percent (25%) of Gross Capacity (less Maintenance Capacity) is vacant, taking into account the space of existing and planned cabling.
 - (c) The Access Provider may only claim existing Usable Capacity for its own future use based on the following conditions:
 - (i) in relation to existing Ducts, the Access Provider may claim fifteen percent (15%) of the Usable Capacity for its own use over a period of two (2) years from the date of the relevant Access Request;
 - (ii) in relation to new empty Ducts, the Access Provider may claim duct space for its own use up to a maximum of one seventy-five percent (75%) of Usable Capacity.
 - (iii) together, "Reserve Capacity".
 - (d) The Access Provider shall, upon written request, provide the OLO with written justification for any claim of Reserve Capacity within five (5) Business Days of such request.
 - (e) The actual amount of capacity in a the Access Provider Duct that the Access Provider shall make available to the OLO for the installation of the OLO infrastructure is the Usable Capacity less Reserved Capacity, except that other than as provided in clause 7.3(f), no further capacity will be deemed to exist in a Duct that contains six (6) or more existing cables and/or sub-ducts. ("Available Capacity").
 - (f) Notwithstanding the existence of Available Capacity or lack thereof pursuant to clause 7.3(e). The Access Provider may, at its discretion, but acting reasonably, allow the installation of more than six (6) cables in a Duct.
 - (g) Any space created by the removal of Capacity Constraints, as defined in clause 7.4, shall be treated as additional Available Capacity.
 - (h) Available Capacity in a Network Element shall be determined as specified in this Agreement, first on a preliminary and non-binding basis using the results of the Desk Survey (if applicable), and ultimately by Site Surveys (according to clause 7)
 - (i) In the case of all Network Elements other than Ducts, Available Capacity shall be defined as:
 - (i) Any unoccupied or unreserved space so long as its use does not adversely affect the operation of the Access Provider's existing infrastructure; and
 - (ii) Any space created by the removal of Capacity Constraints, as defined in clause 7.4,
 - (j) The Access Provider shall provide the OLO with access to any existing Available Capacity requested by the OLO in the Access Provider's Network Elements in

accordance with clause 5.

7.4 Capacity constraints

- (a) Capacity Constraints in a Network Element may result from existing capacity occupied by the Access Provider's existing infrastructure (including but not limited to the Access Provider's existing copper infrastructure), Reserve Capacity, or any other items reducing the Available Capacity of a Network Element, including without limitation physical impediments (Blockages) and conditions of disrepair.
- (b) the OLO may invoke the procedure for addressing Capacity Constraints if Site Surveys have shown that:
 - (i) There is no Available Capacity; and
 - (ii) There are Capacity Constraints that can be removed that would provide sufficient space to meet the OLO's needs as set out in the Access Request.
- (c) the OLO may, at its sole discretion, select one of the following methods to bypass Capacity Constraints:
 - (i) Blockage Clearance (in accordance with clause 6);
 - (ii) Removal of existing infrastructure
 - (iii) Use of Alternative Network Elements in accordance with Annex F - Planning and Provisioning, which would provide functionally equivalent access.
- (d) If removal or bypassing of Capacity Constraints is not possible or is not successful, the OLO may construct new Network Elements, which may be interconnected to the Access Provider's existing infrastructure in accordance with Annex D – Passive Infrastructure Service Schedule.

8. Rescheduling Appointments

8.1 The OLO or the Access Provider may reschedule an appointment in the following circumstances:

- (a) End-User informs the OLO that they wish to reschedule
- (b) Provisioning technical person determines, on visiting the Premises, that a second appointment is necessary because an authorized representative is not present.
- (c) Provisioning Field Technician determines, on attendance at the Premises, that a second appointment is necessary because the installation cannot be completed in a single appointment.
- (d) The Access Provider (or provisioning Field Technician) reasonably considers that the health or safety of any person or property would be compromised by attending the scheduled appointment and / or undertaking the provisioning.
- (e) The Access Provider (or provisioning Field Technician) reasonably considers that weather conditions prevent the Access Provider (or provisioning Field Technician) from being able to attend the scheduled appointment and / or complete the Installation within the appointment timeframe.
- (f) The OLO agrees, irrespective of whether the Access Provider or the OLO wishes to reschedule an appointment that it is responsible for communicating with the end-user in respect of rescheduling appointment times.

8.2 If the OLO wishes to change an appointment, the OLO must provide the relevant Order ID and Appointment ID. The OLO must select and request an alternative time in the calendar provided by the Access Providers.

8.3 If the Access Provider needs to reschedule an appointment, the Access Provider will

contact the OLO through the relevant OLO contact person, the Access Provider will provide at minimum twenty-four (24) hour notice period for any reschedule.

- 8.4 Late Cancellations: If the OLO requests a cancellation of the appointment on less than a twenty-four (24) hour notice prior to the scheduled appointment time, and the Access Provider accepts that request, the Access Provider may charge the OLO a late cancellation charge on a case-by-case basis.
- 8.5 Missed Appointments: if an End-User (or their authorized representative) is not available at the premises as scheduled to allow the Access Provider technical personnel to access the Premises to perform the provisioning Service, then:
- (a) Service Levels will not apply to that missed appointment.
 - (b) The Access Provider may charge the OLO a Missed Appointment Charge.
 - (c) The OLO will be required to reschedule an appointment for the Access Provider to complete the provisioning at the relevant premises.

9. Forms and Lists

9.1 Approved Order Form

SERVICES TO BE SUPPLIED

The Access Provider shall provide the OLO the Services as listed and described in Clause 9.2.

Where relevant to fibre and other connection Products route descriptions (**Route Descriptions**) are provided in Clause 9.3 to this form and represented diagrammatically in Clause 9.4 (**Route Diagram**) (together with any additional Products or Services described herein) in accordance with the Specifications at the Charges and on the basis of the other terms set out below.

This Approved Order is provided pursuant clause 5 of the Wholesale Agreement.

TERM

[Insert no. of years] years from the Service agreement date, with an option to the OLO to extend for a further [insert no. of years] years].

CHARGES

[Insert the detailed Charges applicable to each Product to be supplied. Include also any Deposit amount]

OLO EQUIPMENT REQUIREMENTS

[Insert details of the OLO equipment requirements, if any]

HANDOVER POINT(S)

[Insert list/description of the Handover Points]

AGREED DELIVERY DATE/S

[Insert the delivery date]

SERVICE CREDITS

For each event where the Access Provider fails to restore the Dark Fibres on a Route within the relevant Time Limits, the Access Provider will make a deduction from the OLO's next monthly invoice for the total Charges for that Route for each Fault as listed following.

[Insert any deductions to be applied as Service Credits to any of the Products to be supplied]

SIGNATURE CLAUSE

For and on behalf of

[Access Provider]

Signature:

Name:

Title:

Date:

For and on behalf of

[OLO]

Signature:

Name:

Title:

Date:

9.2 List of Services to be supplied

[Describe or list here each Service to be supplied. The descriptions provided must match exactly those as provided in Annex D – Passive Infrastructure Service Schedule]

9.3 Route Descriptions

[Attach the detailed route description where relevant, any system interface points and demarcation points as well as any other relevant information including, for example any OLO equipment collocation requirements etc. should also be included.]

9.4 Route Diagram

[Attach the detailed route diagram/s]

9.5 Access Request Form

Access Request Form			
For the OLO use only			
Date of submission	Day:	Month:	Year:
the OLO reference number			
Estimated number of Network Elements requested	Duct segments:	Manholes:	
Attachments	[Map of the route and/or area that the Access Request covers]		
the OLO contact person	Name:	Position:	
	Mobile:	Email:	

9.6 Updated Access Request Form

Updated Access Request Form			
For the OLO use only			
Date of submission	Day:	Month:	Year:
the OLO reference number			
Name, address, GPS coordinates of route ends	A-end:	B-end:	
Attachments	[List of names, addresses and GPS coordinates, description of all Network E.]		
	[List of number of number of kilometers of ducts per route]		
	[List of manufacturers, model, product sheet of sub-ducting/cable per route]		
	[List of sizes, model type, product sheet, expected locations of closures]		
	[List of general locations of coiled cabling]		
the OLO contact person	Name:	Position:	
	Mobile:	Email:	

For the Access Provider use only			
Date received	Day:	Month:	Year:
Date of reply	Day:	Month:	Year:
the Access Provider reference number			
Forecast status	<input type="checkbox"/> Approved		
	<input type="checkbox"/> Further information required		
Details of further information requested (if applicable)			
the Access Provider contact person	Name:	Position:	
	Mobile:	Email:	

9.7 Data format for Access Request Data

To be defined by technical teams after signing of agreement.

9.8 Site Survey Request Form

Site Survey Request Form			
For the OLO use only			
Date of submission	Day:	Month:	Year:
the OLO reference number			
Attachments	[List of names, addresses, GPS coordinates and access date of Network E.]		
the OLO contact person	Name:	Position:	
	Mobile:	Email:	

9.9 Acceptance Testing Form

ACCEPTANCE TESTING FORM

For the OLO use only			
Date of submission	Day:	Month:	Year:
the OLO reference number			
The network elements as per the attached have been tested and accepted for Service			
Attachments	<i>[GIS data of Network Elements accepted for Service]</i>		
the OLO contact person	Name:		Position:
	Mobile:		Email:

9.10 Blockage Removal Request Form

For the OLO use only			
Date of submission	Day:	Month:	Year:
the OLO reference number			
Attachments	<i>[List of names, addresses, GPS coordinates of Network E. that need clearance]</i>		
the OLO contact person	Name:	Position:	
	Mobile:	Email:	

9.11 Blockage Removal Response Form

For the Access Provider use only			
Date received	Day:	Month:	Year:
Date of reply	Day:	Month:	Year:
the Access Provider reference number			
Forecast status	<i>[List of type, feasibility, cost, date of removal per Network Element]</i>		
the Access Provider contact person	Name:	Position:	
	Mobile:	Email:	

9.12 Single Route Infrastructure Lease Form

Single Route Infrastructure Lease				
Date of Agreement	Day:	Month:	Year:	
the Access Provider reference				
Route Detail				
Number of Network Elements Provided	Total cable size (cm ²):		Total cable length (m):	
	Duct segments:		Pass through Manholes:	
	Sub-Duct segments:		Pass through Handholes:	
Hosting Elements provided	MANHOLE		HANDHOLE	
	Splice / Joint Box :		Splice / Joint Box:	
	Cable Coil Small: (<2m)		Cable Coil Small: (<2m)	
	Cable Coil Medium: (>2m ; <7)		Cable Coil Medium: (>2m ; <7)	
	Cable Coil Large: (>7 ; =<10m)		Cable Coil Large: (>7 ; =<10m)	
Additional Information				
Attachments	<i>[GIS data of Network Elements included in this order]</i>			
Contact Information				
the Access Provider contact person	Name:	Mobile:	Email:	

9.13 Property identification conventions

The following labeling and identification conventions shall be observed by the OLO when installing infrastructure in the Access Provider ducts:

- (a) All closures will have a metal property tag affixed, clearly identifying it as a the OLO asset
- (b) All the OLO cables installed in the Access Provider ducts must have a red, dark red, or maroon outer jacket
- (c) All cables should be labeled with a unique alpha-numeric identifier, such identity number should commence with “the Access Provider”
- (d) All labels should be clearly legible and of a material suitable for such applications

9.14 Interconnection Request Form

Interconnection Request Form			
For the OLO use only			
Date of submission	Day:	Month:	Year:
the OLO reference number			
Attachments	<i>[List of Network Elements including information on location, the OLO reference numbers, the Access Provider references numbers, dates from which construction is possible for the OLO.]</i>		
	<i>[Drawings of interconnection]</i>		
	<i>[Design proposal]</i>		
	<i>[Project implementation plan]</i>		
the OLO contact person	Name:	Position:	
	Mobile:	Email:	

9.15 Interconnection Response Form

For the Access Provider use only			
Date received	Day:	Month:	Year:
Date of reply	Day:	Month:	Year:
the Access Provider reference number			
Interconnection status	<input type="checkbox"/> Approved		
	<input type="checkbox"/> Preliminary <input type="checkbox"/> Final		
Attachments	<i>[List of Network Elements including the OLO reference numbers, the Access Provider references numbers, acknowledgements, if applicable reasons for rejection, date from which interconnection is possible]</i>		
the Access Provider contact person	Name:	Position:	
	Mobile:	Email:	

9.16 Acceptance Notice

For the Access Provider use only			
Date received	Day:	Month:	Year:
Date of reply	Day:	Month:	Year:
the Access Provider reference number			
Implementation	<input type="checkbox"/> Approved		
	<input type="checkbox"/> Rejected		
Reasons for rejection (in case of rejection)			
Corrective works (in case of rejection)			
the Access Provider contact person	Name:	Position:	
	Mobile:	Email:	

Annex G – Operational Procedures

1. Introduction

1.1 This Annex contains the Operations Procedures for Services provided according to the Annex D – Passive Infrastructure Service Schedule fall into two (2) categories:

(a) Dark fiber Services:

- (i) P2P 1-Fiber Connection
- (ii) P2P 2-Fiber Connection
- (iii) P2P-flat Ring Connection
- (iv) CO to CO Connection
- (v) P2MP (GPON) Connection

For these Services clauses 2 to 4 of this Annex apply specifically.

(b) Duct related and facility sharing Services

- (i) Collocation Service
- (ii) Facility Hosting Service
- (iii) Duct Access Service
- (iv) Duct Interconnection
- (v) Patching Service

For these Services clauses 5 to 12 of this Annex apply specifically.

(c) Special Projects will be treated on a case by case basis.

1.2 Points of contact

(d) the Access Provider

[to be inserted]

(e) OLO

[to be inserted]

2. Fault Notifications and Resolutions

2.1 The Access Provider will establish a Help Desk for all fault related matters falling under this RO. The internal responsibilities of the Help Desk are:

- (a) The Help Desk will be the Access Provider - OLO interaction entity for network related Trouble Tickets.
- (b) The Help Desk will prioritize, appoint, monitor and input repair activity for the received fault notifications.
- (c) The Help Desk will provide 24 x 7 coverage in order to respond to fault notifications promptly
- (d) The Help Desk will own Trouble Tickets from notification stage till resolution
- (e) The Help Desk will monitor SLAs and generate performance reports

2.2 Fault Notifications

- (a) The Access Provider will only receive fault notifications from the OLO (and e.g. not from the end user).
- (b) The OLO will notify the Access Provider of faults directly to the Help Desk (via the dedicated Help Desk phone number).
- (c) The OLO must log each fault on an agreed interface for the Access Provider's Trouble Ticket management system (**TT portal**) to provide an audit trail and reduce the likelihood of disputes over whether an SLA has been compromised,

and the Access Provider reserve the right to not mobilize the related maintenance teams till the receipt of the fault notification through the TT portal. This form will include the following fields:

- (i) Trouble Ticket number (automatic identifier).
 - (ii) Time and date.
 - (iii) Details of reported fault (impacted end OLO IDs, type, location, priority, SLA, etc.).
 - (iv) The Access Provider Help Desk validates the data integrity of the TT.
 - (v) If valid, the Trouble Ticket will be accepted by the Help Desk via the TT portal.
 - (vi) Help Desk will create repair work pack and will assign the TT to related maintenance team.
- (d) If the Help Desk is unavailable, the OLO must submit TT notification by sending an Email to the Access Provider to an inbox agreed upon after calling the NOC hotline.
 - (e) The Service Levels in Annex E – Service Level Agreements (SLA) will apply from the time the Access Provider has accepted the issued Trouble Ticket for the Fault.
 - (f) Prior to notifying the Access Provider of a fault, the OLO will perform testing on their own equipment to determine that the problem is within the Access Provider network elements; the OLO should provide confirmation that they have conducted the necessary tests when raising a fault with the Access Provider.
 - (g) The OLO must promptly report the Fault to the Access Provider (“Reportable Fault”).

2.3 Trouble Ticket management should be done in the following stages:

- (a) Queued Ticket: OLO has raised a Trouble Ticket and The Trouble Ticket is awaiting validation.
- (b) Open Ticket: the Access Provider Help Desk has received and accepted the Trouble Ticket.
- (c) Deferred Ticket: the Access Provider is awaiting further confirmation on details of a Fault or OLO to arrange for access before the fault can be progressed.
- (d) Cleared Ticket: the Access Provider has resolved the fault indicated in the Trouble Ticket and is awaiting OLO’s acknowledgement.
- (e) Closed Ticket: the Access Provider has received acknowledgement of a Resolved Trouble Ticket from the OLO or the twenty-four (24) hours timeframe for acknowledgement has passed without response from the OLO.

2.4 Access Provider Trouble Ticket Validation Procedures should be as followed:

- (a) The Access Provider will perform a validation check of each Trouble Ticket that it receives. A validation check will determine whether the Trouble Ticket complies with the above requirements.
- (b) A Trouble Ticket will be valid if:
 - (i) The Fault has been reported in accordance with this Annex G – Operational Procedures.
 - (ii) The Trouble Ticket includes all the information in the fields required in respect of the Fault and is promptly submitted by OLO through Trouble Ticket management system.
- (c) If the Access Provider determines that Fault reported is valid, then the Access Provider will accept the Trouble Ticket.

- (d) The Access Provider will update the Trouble Ticket at a minimum of once per day until the resolution of the Trouble Ticket or as agreed between the parties.
- 2.5 Trouble Ticket Queries:
- (a) The OLO may receive a daily progress of a Trouble Ticket.
 - (b) The Trouble Ticket ID is to be used in all communications regarding any raised Trouble Ticket.
- 2.6 Fault Resolution:
- (a) The Trouble Ticket should remain open until Ticket Cleared notification is sent to the OLO.
 - (b) Trouble Ticket will remain in a Ticket Cleared state till the receipt of a confirmation from the OLO. If the OLO did not send any feedback with twenty-four (24) hours regarding the cleared Trouble Ticket, then the Access Provider Help Desk will close the Trouble Ticket.
 - (c) If a temporary fix restores Service, but further repair activity is required for permanent resolution of the fault, the original Trouble Ticket should be cleared following the end of the temporary repair activities and will be closed as per process outlined above. The Access Provider and the OLO will coordinate to find a permanent resolution of the fault.
 - (d) If a OLO fault is detected (e.g. a faulty OLT PON port) by a the Access Provider, the Help Desk should close the Trouble Ticket and send a notification to the OLO that problem was found on the OLO side.
- 2.7 Trouble Ticket Closure Policies:
- (a) After a Trouble Ticket reaches the Cleared Ticket state, the Access Provider will notify the OLO.
 - (b) If the Access Provider could not identify the Access Provider Fault, the Access Provider will change the TT status to Deferred Ticket. The SLA timer will be stopped and the Access Provider will send a notification to the OLO that no fault could be identified. If the OLO does not provide feedback within twenty-four (24) hours the Access Provider will close the TT.
 - (c) On receipt of the Cleared Ticket notification, the OLO must investigate and verify that the Access Provider Fault has been resolved by testing the affected Service and must confirm that the Fault has been rectified.
 - (d) OLO must accept or reject the Cleared Ticket notification within twenty-four (24) hours of its posting, otherwise it will automatically be closed
 - (e) After the Access Provider has received the Cleared Ticket confirmation from the OLO, the Access Provider will close that Trouble Ticket. The Access Provider will send a "Closed" notification to OLO.
- 2.8 Escalation of Unresolved Trouble Tickets:
- (a) If the OLO does not consider that a Trouble Ticket has been cleared in accordance with this section the OLO can re-open the TT and the Access Provider will change the TT status to Deferred Ticket waiting for:
 - (i) Detailed statement from the OLO why he does not agree that the Fault has been resolved properly;
 - (ii) The steps that OLO has undertaken to investigate and verify whether the Fault has been properly resolved;
 - (iii) Specify the Services still affected by the Fault;

- (b) If the OLO failed in providing the above within twenty-four (24) hours from re-opening the TT, the Access Provider will automatically close the Ticket.
- (c) If OLO wishes to escalate an unresolved Trouble Ticket, the OLO can send an escalation Email to the Fault Report Escalation Contact.
- (d) The Access Provider Help Desk will use reasonable endeavors to agree on a plan of action with the OLO's point of contact to address the escalation notice.
- (e) The Access Provider will use reasonable endeavors to perform further works in respect of the escalation notice. The Access Provider will provide to the OLO a plan specifying the steps to clear the fault, including the expected time period for that clearance.

2.9 Updating the End-User

- (a) This relationship will be directly managed by the OLO.

3. Applicable SLAs

- 3.1 The applicable SLAs are detailed in Annex E – Service Level Agreements (SLA).

4. Planned Maintenance

- 4.1 The Access Provider will provide the OLO with at least five (5) Business Days' notice for any planned activities that may have an effect on service delivery.
- 4.2 In any case the Access Provider will notify the OLO in writing as soon as reasonably practicable after becoming aware of any maintenance event.
- 4.3 The notice shall include the following information within the notice:
 - (a) Unique reference number;
 - (b) Anticipated start and end date for the scheduled works;
 - (c) Network elements that might be impacted by the Planned Maintenance;
 - (d) Details of the Services and / or products that will, or are likely to be, affected, including relevant timeframes.
 - (e) The expected timing (normally between 2:00am and 6:00am unless advised otherwise) for the implementation of the Planned Maintenance.
- 4.4 The OLO may request to embargo periods during which no Planned Maintenance can be performed by the Access Provider (e.g. Eid Periods, Holidays, etc.). The OLO should request the maintenance embargo within two (2) Business Days of the issuance of the Planned Maintenance Notice.
- 4.5 The Access Provider will perform Planned Maintenance in accordance with the information and timeframes set out in the notice.
- 4.6 The Access Provider will endeavor to clear the Outage associated with the Planned Maintenance during the normal Outage window (2:00am – 6:00am), except where the Access Provider needs to perform Planned Maintenance during the day for health and safety reasons or a Planned Maintenance embargo period applies.
- 4.7 The Access Provider will inform the OLO of completion of Planned Maintenance by sending a "Planned Maintenance Completion Notice".
- 4.8 If, on receipt of the "Planned Maintenance Completion Notice", the OLO reasonably considers that:
 - (a) Outage has not been correctly restored; and / or

- (b) OLO's Services have been adversely affected by the Planned Maintenance, then
- 4.9 The OLO may submit a Trouble Ticket in accordance with this section.
- 4.10 OLO may monitor the progress of a Planned Maintenance Notice through the Help Desk.

5. Physical Access to Facilities and Network Elements

5.1 General provisions

- (a) The OLO shall have access to any Provisioned Network Elements under the terms of this RO.
- (b) Access shall be granted for reasons including, but not limited to:
 - (i) Inventory of assets deployed within those Network Elements;
 - (ii) Regular or unplanned maintenance of assets deployed within those Network Elements;
 - (iii) Upgrades of assets deployed within those Network Elements;
 - (iv) Site Surveys as specified in Annex F - Planning and Provisioning;
 - (v) Any other operational activity related to the assets deployed within those Network Elements which would occur within the natural operations of a passive fiber network operator;
 - (vi) Deployment of OLO infrastructure.

5.2 Notification of access (other than emergency access)

- (a) If either Party wishes to access a provisioned Network Element, the Accessing Party will submit a completed Access Notification Form to the other Party:
 - (i) Where access is required to carry out unplanned maintenance (excluding emergency maintenance under clause 5.3), at least twenty-four (24) hours prior to the proposed date of such access;
 - (ii) Where access is required for any other purpose mentioned in clause 5.1(b), at least five (5) Business Days prior to the proposed date of access.
- (b) If the Accessing Party does not consider that it is reasonable in the circumstances to provide the other Party with twenty-four (24) hours written notice of unplanned maintenance, the Accessing Party will contact the other Party using a designated telephone and/or fax number to provide notice of its intention to perform the unplanned maintenance.
- (c) The Accessing Party must ensure that the Access Notification Form submitted to the other Party contains the following information:
 - (i) Clear identification of the Provisioned Network Element;
 - (ii) Details regarding the purpose of the Accessing Party's proposed access; and
 - (iii) Details regarding the proposed dates and times of the Accessing Party's proposed access.
- (d) Following submission of an Access Notification Form by the Accessing Party in accordance with this clause 5.2, the Accessing Party may access the relevant provisioned Network Element.

5.3 Notification of Emergency Access

- (a) If either Party requires emergency access to a provisioned Network Element, the Accessing Party will notify the other Party of such emergency access by telephone, followed by sending a notice to the other describing the nature of the

- emergency and the likely time and duration of the Accessing Party's emergency access to the provisioned Network Element.
- (b) As soon as practicable after the emergency circumstances have ceased, the Accessing Party will submit to the other Party a written report regarding such emergency access, including the following information:
 - (i) An Access Notification Form (retrospectively completed in respect of such emergency access); and
 - (ii) Such other details as may be reasonably necessary to provide the other Party with sufficient information about the emergency and any work performed to or in the provisioned Network Element.
- 5.4 Access by both Parties at the same time
- (a) Where both Parties wish to access a provisioned Network Element at the same time or at proximate times, the Parties will act reasonably and in good faith to co-ordinate access by each Party to that provisioned Network Element.
 - (b) In such circumstances a Party that requires emergency access will take priority over a Party that does not require emergency access
- 5.5 Compliance with Landlord's conditions. Each Party must comply with any conditions that the Landlord may place on access to a provisioned Network Element and of which that Party has been informed (whether by the Landlord or by the other Party).
- 5.6 Supervision
- (a) Unless expressly stated to the contrary, each Party may choose to observe, or designate agents to observe on its behalf, access by the other Party to the Network Elements.
 - (b) The Access Provider may:
 - (i) Supervise access to the Network Elements by the OLO in accordance with this Annex; or;
 - (ii) Permit the OLO to access the Network Elements in accordance with this Annex without supervision.
 - (c) Each Party planning to observe the activities of the other, shall provide at least one (1) Calendar Day of notice of their intent to observe these activities.
- 5.7 Facilitation of Access
- (a) The party who controls physical access to a provisioned Network Element shall facilitate any permitted access for the Accessing Party.
 - (b) The Accessing Party may only use any keys, security passes and security system controls that have been accepted by the Party granting the access.
- 5.8 Site Access Records
- (a) Each Party must keep and maintain accurate records of all activities performed by that Party whilst present at that provisioned Network Element, including without limitation details of:
 - (i) The Party's Approved Contractor, if any, who accessed the provisioned Network Element;
 - (ii) The work undertaken by the Party whilst present at the provisioned Network Element;
 - (iii) The time and date of such access;
 - (iv) Any incidents which occurred whilst the Party was present at the provisioned Network Element and

- (v) All communications and correspondence (if any) between the Parties or between that Party and the Landlord relating to such access, collectively, the Access Records).
- (b) Each Party must make the Access Records available to the other Party upon written request.

6. As-built documentation

- 6.1 If a Party installs any provisioned Network Element during the term of the Agreement, that Party must:
 - (a) Produce new or updated as-built documentation for the provisioned Network Element (including engineering drawings, photographs and any other documentation) which reflects the installation of such new telecommunications equipment; and
 - (b) Provide a copy of such as-built documentation to the other Party.

7. Landlord and Neighbor Management

- 7.1 In respect of each Provisioned Network Element, the Parties will use their best endeavors to maintain good relationships with the Landlord and the owners and occupiers of premises that are adjacent or reasonably proximate to the provisioned Network Element (Neighbors).
- 7.2 Without limiting clause 7.1, the Access Provider shall notify the OLO in writing of any specific restrictions or requirements imposed by any Landlords or Neighbors, and each Party will ensure that it does not cause any significant and unreasonable disturbance, damage or nuisance to the Landlord or Neighbors of any provisioned Network Element. A non-exhaustive list of behavior that may be considered to a breach of this provision includes:
 - (a) Blocking the Landlord's or a Neighbor's access to their premises;
 - (b) Littering;
 - (c) The use of offensive language; or
 - (d) Actions which are contrary to local customs, sensitivities and circumstances.
- 7.3 A Party must immediately notify the other Party if any of its employees, agents or contractors receive any complaints from a Landlord, Neighbor or a Third Party regarding any actions or behavior at or around any provisioned Network Element.
- 7.4 If a Party is aware or becomes aware of any particular concerns or sensitivities of the Landlord or Neighbors in respect of a provisioned Network Element, that Party will use reasonable endeavors to advise the other Party of such concerns or sensitivities from time to time.
- 7.5 Each Party must take all reasonable precautions prior to and during any installation, maintenance or construction work at a provisioned Network Element to minimize, to the greatest extent practicable, any disruption to the Landlord, Neighbors or Third Parties.
- 7.6 Both Parties must ensure that they do not obstruct access to the provisioned Network Element in any circumstances or the space within the Provisioned Network Element reserved for the exclusive use of the other Party.

8. Health and Safety

8.1 Site Supervisor

- (a) Before commencing any work at a provisioned Network Element, the Accessing Party, its agents or contractors must appoint a supervisor who will be responsible for all work undertaken by the Accessing Party, its agents or contractors at that provisioned Network Element (Site Supervisor).
- (b) The Accessing Party or its Approved Contractor must ensure that the Site Supervisor remains at the provisioned Network Element whilst work is being undertaken by the Accessing Party's employees, agents or contractors at the Provisioned Network Element.
- (c) The Accessing Party acknowledges that:
 - (i) The Site Supervisor is responsible for obtaining and securing the necessary access keys and authorization codes to enable the Accessing Party to access the Provisioned Network Element;
 - (ii) The Site Supervisor is responsible for ensuring that access keys and authorization codes provided to him or her are kept safe and secure and returned to the Non-Accessing Party (if applicable) within any requested timeframes.

8.2 Safety

- (a) The Accessing Party must ensure appropriate and adequate safety equipment is readily available at a provisioned Network Element at all times including without limitation fire fighting and first aid equipment.
- (b) The Accessing Party must provide all necessary safety equipment for all of its approved personnel in accordance with industry standards.

8.3 Refusal of entry for technical, security or safety reasons

- (a) A Party may refuse to allow any of the other Party's personnel, agents, or contractors to access a provisioned Network Element where the Party, in its reasonable discretion, considers it necessary for technical, security or safety reasons.

8.4 Electrical and mechanical equipment

- (a) Each Party must ensure that all electrical equipment and mechanical equipment used by that Party at a provisioned Network Element is in good working order and complies with all applicable legislation (including without limitation in relation to testing and inspection) and are operated, at all times, in accordance with best industry practice and any applicable legislation.

8.5 Fire hazards

- (a) Each Party must ensure that all welding or cutting equipment used by that Party at a provisioned Network Element is in good working order and complies with all Applicable Laws and is operated, at all times, in accordance with best industry practice (including without limitation ensuring that suitable emergency and firefighting equipment is readily available).
- (b) Each Party must ensure that where its personnel, agents or contractors use any welding or cutting equipment at a Provisioned Network Element, or undertake any other work or process that results in the generation of sparks or heat, that Party must adopt and strictly enforce a "hot work" policy in accordance with best industry practice.
- (c) Neither Party may bring into or store at any provisioned Network Element any

combustible or flammable materials or chemicals without the express written permission of the other Party.

8.6 Asbestos

- (a) If, during the course of access to a Provisioned Network Element, a Party finds any asbestos or any material that is suspected to be asbestos, then that Party must:
 - (i) Immediately inform the other Party of such discovery; and
 - (ii) Stop all work until the Parties have inspected the provisioned Network Element and satisfied themselves that it is safe for the Parties to continue such work.

8.7 Accidents and Emergencies

- (a) In event of an accident, emergency or serious threat of an accident or emergency at a provisioned Network Element:
 - (i) The Party that becomes aware of such event must immediately inform the other Party of such accident, emergency or serious threat; and
 - (ii) All Parties must stop all work at the provisioned Network Element and not enter the provisioned Network Element until the Access Provider has inspected the provisioned Network Element and is satisfied that it is safe for the Parties to enter the provisioned Network Element and continue such work.
- (b) The Accessing Party must ensure, before the Accessing Party commences any work at a provisioned Network Element, that the Accessing Party's personnel, agents or contractors at the Provisioned Network Element are able to:
 - (i) Contact emergency Services; and
 - (ii) The Non-Accessing Party, in the event of an accident or emergency at the provisioned Network Element.
- (c) Each Party must ensure that:
 - (i) A first aid box is available at all times whilst any work is being performed by that Party at the provisioned Network Element; and
 - (ii) All personnel, agents, and contractors of that Party are aware of the location of first aid box and the appropriate method of contacting emergency Services.

9. Damage

9.1 Pre-work inspections & Damage

- (a) Prior to commencement of any work at a Network Element, the Accessing Party must first inspect the Network Element and the equipment installed at the Network Element for any damage.
- (b) If a Party detects or becomes aware of:
 - (i) Any damage to the Network Elements or other equipment of the other Party;
 - (ii) A cut to the Fiber Cable of the other Party;
 - (iii) Damage or a cut to its own Fiber Cables or equipment; or
 - (iv) An accident, emergency or serious threat of an accident or emergency in respect of the Network Elements, the Fiber Cables or equipment,
- (c) Then that Party (Noticing Party) must:
 - (i) Immediately inform the other Party and describe the location and nature of the damage (Damage Notice); and

- (ii) In the event of an accident, emergency or serious threat, inform the emergency services.
- (iii) Each Party may (jointly or independently) implement a temporary solution to remedy the cut or damage, and to restore Services, to the extent possible (Temporary Solution)
- (iv) Each Party is responsible for bearing its own costs in respect of the implementation of the Temporary Solution.
- (v) To gain access to the Network Elements to implement the Temporary Solution:
- (vi) If emergency access is required to a Network Element, the Other Party will request emergency access to the Network Elements in accordance with clause 5.3; and
- (vii) If access by both Parties is required, access to the Network Elements will be determined in accordance with clause 5.4.
- (d) Within ten (10) Business Days of the date of the Damage Notice, the Parties will:
 - (i) Jointly attend and access the Network Elements to comprehensively assess the cut or damage; and
 - (ii) Bilaterally agree to a plan for the restoration of the Network Elements or Fiber Cables (as the case may be) (Restoration Plan); and
 - (iii) If the parties are unable to agree on a Restoration Plan, the Access Provider shall determine a Restoration Plan in accordance with the provisions of clause 9.1(e)
- (e) Without prejudice to any right or remedy available to either party under the law or this Agreement, each Party will:
 - (i) Implement any long term solution to restore its own Network Elements or Fiber Cables, in accordance with the terms of the Restoration Plan;
 - (ii) Bear its own costs in respect of restoring the Network Elements or Fiber Cables; and
 - (iii) Recover its own costs incurred in connection with restoring the Network Elements or the Fiber Cables from the third party responsible for the cut or damage.

9.2 Responsibility for damage to the Network Element or equipment installed at the Network Element

- (a) The Accessing Party must rectify any minor damage to the Network Element it causes whilst undertaking any work at a Network Element.
- (b) If the Accessing Party or its agents causes any damage to the Network Element or any damage to any equipment of the Non-Accessing Party or any third party installed at the Network Element or is otherwise responsible for such damage whilst accessing or undertaking any work at a Network Element, the Accessing Party must immediately notify the Non-Accessing Party and the Accessing Party will bear all costs and expenses associated with the repair of such damage at its own cost and expense.
- (c) Irrespective of which party is responsible for the cost, necessary maintenance work to rectify damage will be undertaken by:
 - (i) The owner of the relevant Network Element in the case of damage to Network Elements; and
 - (ii) The owner of any equipment installed at Network Elements that is damaged.

- (d) To the extent there is disagreement between the parties regarding responsibility for damage to a Network Element, resolution of such disagreement shall not delay maintenance work required to rectify the damage to the Network Element.
- (e) If the Access Provider, acting reasonably, considers that the maintenance work required to rectify the damage to a Network Element is likely to affect OLO's use of the relevant Network Element, the Access Provider:
 - (i) Will provide the OLO an estimate of the time that the Access Provider will require to perform the necessary maintenance, including the estimated time needed to obtain any necessary approval from a third party (Works Estimate); and
 - (ii) May provide access to alternative Network Elements to the OLO, if possible.
- (f) The OLO may request changes to the Works Estimate, which the Access Provider shall not unreasonably refuse.
- (g) the Access Provider will commence maintenance work on the damaged Network Elements and associated facilities (but not on any equipment or infrastructure installed at a Network Element owned by the OLO) as soon as reasonably practicable and subject to the timing of any third party consents, approvals, or permissions that may be required.
- (h) Where the Access Provider reasonably determines that OLO's Fiber Cables pose an immediate risk of personal injury or significant property damage, it may, at the OLO's cost, take any interim measure necessary to prevent such injury or damage, pending attendance by OLO to perform corrective works.

9.3 Removal and replacement of equipment installed at the Network Element

- (a) The Accessing Party must not interfere with any equipment installed or located at a Network Element except where the Accessing Party is expressly authorized to do so:
 - (i) In writing by the Non-Accessing Party or relevant third party; or
 - (ii) Because the equipment belongs to the Accessing Party.
- (b) The Accessing Party must not remove any equipment, or any other property, installed or located at a Network Element which belongs to, is otherwise under the control of, or shared with the Non-Accessing Party or any third Party except where the Accessing Party is expressly authorized to do so in writing by the Non-Accessing Party or relevant Third Party.

10. Environmental Impact

- 10.1 Each Party must at all times strictly adhere to any relevant environmental laws and regulations.
- 10.2 Each Party is liable for all costs, impact and clean-up in any way associated with any spillage, emission or any other environment discharge at a provisioned Network Element caused by that Party.
- 10.3 Each Party must ensure that the Provisioned Network Element remains reasonably clear of waste and any hazardous material or substances. On completion of any work at the Provisioned Network Element, each Party will ensure that the Provisioned Network Element is left in a clean and tidy condition with all waste materials removed.

11. Prohibited Activities

11.1 Each Party must ensure that no liquor, illicit drugs, dangerous weapons or firearms shall be brought onto any provisioned Network Element at any time by any of its personnel.

12. Interference, impairment or degradation

12.1 No interference, impairment or degradation

- (a) Each Party must ensure, at all times, that the equipment it installs and operates at the provisioned Network Element does not interfere with or degrade or impair the operation or performance of any equipment installed and operated by the other Party at the provisioned Network Element.

12.2 Remedy

- (a) If a Party, acting reasonably and in good faith, considers that:
 - (i) the equipment installed and operated by the other Party at the provisioned Network Element is materially interfering with, degrading or impairing the operation or performance of any equipment installed and operated by the first Party at the Provisioned Network Element, then:
 - 1. The first Party may immediately suspend the operation of such equipment provided that the first Party gives the other Party notice of such suspension as soon as reasonably practicable after taking such action; and
 - 2. The other Party must do all things necessary to remedy such interference, impairment or degradation or demonstrate to the first Party that such interference, impairment or degradation is not being caused by the other Party's equipment.
 - (ii) The suspension of the operation of equipment will continue until such time as the first Party is reasonably satisfied that:
 - 1. Such interference, impairment or degradation has been remedied; or
 - 2. Such interference, impairment or degradation was not caused by the other Party's equipment.
 - (iii) The other Party will continue to be liable to pay Charges (if any) for the duration of such suspension.

Annex H – Price List

1. Introduction

- 1.1 All Services described in Annex D – Passive Infrastructure Service Schedule require price list – one offs and recurrent per unit.
- 1.2 All Charges are including tax, surcharges and Government royalties.

2. Dark Fiber Services

Service	Description	Unit	Charge (QAR)
P2P 1-Fiber Connection	Monthly recurring	QAR/km/month	
P2P 2-Fiber Connection	Monthly recurring	QAR/km/month	
P2P Flat Ring Connection	Monthly recurring	QAR/km/month	
CO to CO Connection	Monthly recurring	QAR/km/month	
P2MP (GPON) Connection	Monthly recurring	QAR/end user connection/month	
P2P 1-Fiber Connection Charge	One-off	QAR/connection	
P2P 2-Fiber Connection Charge	One-off	QAR/connection	
P2P Flat Ring Connection Charge	One-off	QAR/connection	
CO to CO Connection	One-off	QAR/connection	
P2MP (GPON) Connection Charge	One-off	QAR/connection	
Patching Charge	One-off	QAR/patch (1 fibre end)	
Disconnection Charge	One-off	QAR/disconnection	
Order Request Charge	per Order Request	QAR/ request	
Site Preparation Charge	Charge to prepare the site for collocation	QAR/manhour +material	
Supervision Charge	Charge for supervision activities during site visit	QAR/hour	

3. Collocation Services

Service	Description	Unit	Charge (QAR)
Collocation Charge	Monthly recurring	QAR/m2/month	
Facility Hosting Charge	Monthly recurring	QAR/litre/month	
Power consumption charge	Used kw/h	QAR/consumed kw/h	
Order Request Charge	Charge for an Order Request	Per Order Request	
Site Preparation Charge	Charge to prepare the site for collocation	QAR/manhour +material	
Supervision Charge	Charge for supervision activities during site visit	QAR/hour	

4. Duct Access Services

Service	Description	Unit	Price
Duct Access Charge	Monthly recurring	QAR/m/cm2/month	
Order Request Charge	Charge for an Order	Per Order Request	

	Request		
Site Preparation Charge	Charge to prepare the duct	QAR/manhour +material	
Supervision Charge	Charge for supervision activities during site visit	QAR/hour	

5. Special Projects

Special Projects will be priced by on a case-by-case-basis (“extra-ordinary charges”)

6. Other Services

Service	Description	Unit	Price
Blockage Clearance Main Road	Charge for clearing a blockage under main road	QAR/manhour plus material	
Blockage Clearance Secondary Road	Charge for clearing a blockage under secondary road	QAR/manhour plus material	
Blockage Clearance non-surface road	Charge for clearing a blockage under non-surface road	QAR/manhour plus material	
Engineering Support	Charge for expert support provided by the Access Provider to the OLO	QAR/manhour	
Misc. expenses	Rate for reimbursement of expenses incurred by the Access Provider in providing support to the OLO	As actual	
Late cancellation charge	Charge for cancellation of field visit appointments on less than 24 hours	QAR/event	
Missed Appointment Charge	Charge for missing a field visit appointments	QAR/event	