



Reference Interconnection Offer

of

Qatar Telecom (QTel) Q.S.C.

approved by

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

Draft for Consultation

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Reference Interconnection 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 Qatar Telecom (Qtel) Q.S.C. (dated 7 October 2207), Annexure F, Article (4), Qtel is publishing the present Reference Interconnection Offer.

Part 1: Acceptance Procedures

1. Structure

1.1 This Agreement is in two parts. This Part One sets out the procedures necessary to accept the Agreement and enter into an Agreement with Qtel. Part Two establishes the minimum terms and conditions on which Qtel will enter into an Agreement with qualified Telecommunications Licensees

2. Acceptance Notice

2.1 If a Licensed service provider is entitled by the terms of its license and the Applicable Regulatory Framework to interconnect its network with that of Qtel in accordance with the terms contained in this Agreement (Qualified Licensee) and seeks to do so, the Licensed Service Provider must submit to Qtel a written acceptance of the terms and conditions set out in this Agreement (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 Part One of this Agreement, including the representations and warranties contained in Clause 4.

2.3 The OLO shall submit the Acceptance Notice in writing to: [INSERT APPROPRIATE QTEL CONTACT INFO]

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

- (a) the interconnection services the OLO wishes to receive;
- (b) the locations at which the OLO wishes to establish Interconnection with the Qtel Network;
- (c) the type of telecommunications service license held by and the specific telecommunications services provided by the OLO;
- (d) a designated contact person;

2.5 Except to the extent Qtel finds the Acceptance Notice to be non-conforming under Clause 3.1, and subject to Clause 3, Qtel and the OLO will, following submission by the OLO of the Acceptance Notice, use their reasonable endeavors to commence discussions in relation to concluding Agreement consistent with the terms and conditions as set out in Part Two of this Agreement 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.

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

2.7 If the OLO requests services outside the scope of the Agreement, the terms and

conditions for the provision of such services shall remain outside the scope of this Agreement.

3. Assessment of Acceptance Notice

- 3.1 QTel 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) QTel 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 QTel of its intention to terminate the provision of the Services under that existing Agreement.
- 3.2 If QTel finds an Acceptance Notice to be non-conforming under this Clause 3 it will:
- (a) notify the OLO in writing within ten (10) Business Days of receipt of the Acceptance Notice; and
 - (b) provide reasons for rejection to the OLO with the notice in paragraph (a); and
 - (c) not be required to enter into an Interconnection Agreement pursuant to the Acceptance Notice.
- 3.3 If QTel notifies the OLO that the Acceptance Notice is conforming, the parties will commence discussions aimed at concluding the Interconnection 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 the Interconnection Agreement; and
 - (b) it has in full force and effect the authorisations necessary to enter into the Interconnection Agreement, observe obligations under it and allow it to be enforced; and
 - (c) its obligations under the Interconnection Agreement are valid and binding and are enforceable against it in accordance with its terms; and
 - (d) the information provided by it to QTel in its Acceptance Notice is complete, true and correct, and not misleading.
- 4.2 QTel represents and warrants that:
- (a) it has power to enter into and observe its obligations under the Interconnection Agreement;
 - (b) it has in full force and effect the authorisations necessary to enter into the Interconnection Agreement, observe the obligations under it and allow it to be enforced;
 - (c) its obligations under the Interconnection 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 QTel may amend this Agreement from time to time with the consent of ictQATAR.
- 5.2 Any amendments made by QTel to this Agreement that ictQATAR may direct or approve will automatically form part of any existing Interconnection Agreement.

Part 2: Interconnection Agreement

6. Definitions and interpretations

- 6.1 In this Agreement, 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 and Glossary of Terms**.
- 6.2 In the event of conflict or ambiguity between the specific defined terms and terminology of on the one hand the Telecommunications Law, each Party's Licenses, and on the other hand, this Agreement (including its annexes), the controlling provision shall be determined using the following hierarchy, which is presented in descending order:
- (a) the Telecommunications Law;
 - (b) the Telecommunications Bylaw; and
 - (c) each Party's License
 - (d) this Agreement, including any Annexes.

7. Commencement and duration

- 7.1 This Agreement takes effect on the Commencement Date and shall continue for the period of QTel's License or unless terminated earlier pursuant to this Agreement.
- 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 this 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 QTel and the OLO agree to provide Interconnection Services to each other in accordance with, and subject to the requirements of, this Agreement.
- 8.2 Neither Party shall do anything or cause or permit anything to be done (including without limitation, number translation, routing and/or the allocation of numbers to terminal equipment) so as to cause any Call type not covered by this Agreement to be presented to the other Party as a Call type which is applicable to or covered by this Agreement.

9. Non-discrimination and equivalence of inputs

- 9.1 QTel shall treat the OLO and all requests that the OLO makes for Interconnection Services (whether for existing Interconnection Services as set out in **Annex D – Interconnection Service Schedules** or new Interconnection Services requested in accordance to **Annex F – Planning and Forecasting** including price and non-price related terms), in a fair, reasonable and non-discriminatory manner.
- 9.2 Subject to any technical limitations, QTel will provide the OLO with the same inputs required to enable the Interconnection of the OLO's fixed and mobile networks, as QTel provides for itself when interconnecting its own fixed and mobile networks.

10. Network interconnection

- 10.1 The Parties must interconnect their respective Networks through a minimum of two (2) Interconnection Links. The OLO may interconnect with QTel at any of the Service Nodes listed in **Annex C – Technical Information**, subject to that Interconnection Link being

- bi-laterally agreed in the Network Plan.
- 10.2 The OLO may establish Interconnection with QTel in accordance with the following procedure:
- (a) By providing a statement of its technical requirements for Interconnection and Interconnection Services. This statement of requirements must be sufficiently detailed to enable QTel to design a solution for OLO's Interconnection requirements.
 - (b) If the statement of technical requirements referred to in Clause (a) of this Agreement is considered by QTel (acting reasonably) to be insufficient to set out a comprehensive technical solution, QTel shall notify the OLO within ten (10) Business Days of receipt of the statement of technical requirements. This notification shall include a list of questions and requests for data that are not supplied within the OLO's statement of technical requirements that are necessary for QTel to develop a comprehensive technical solution. Without such notification, the statement of technical requirements referred to in Clause (a) shall be deemed sufficient and the process in Clause (c) of this Agreement shall apply.
 - (c) Subject to Clause (b) if the statement of technical requirements referred to in Clause (a) is sufficient to enable QTel to design and document a comprehensive technical solution for OLO's Interconnection requirements, QTel shall provide a documented proposed technical solution to the OLO within twenty (20) Business Days of receipt of the statement of technical requirements referred to in Clause (a).
 - (d) QTel and the OLO shall negotiate in good faith to reach an Agreement on a comprehensive Network Plan within twenty (20) Business Days (or as otherwise agreed between the Parties, each acting reasonably) of the provision by QTel to the OLO of the proposed technical solution referred to in Clause 10.2(c).
 - (e) Once the proposed technical solution referred to in Clause (c) is agreed between QTel and the OLO, the agreed technical solution shall become known as the Network Plan, which shall form part of this Agreement and shall conform to the provisions of Clause 17 of this Agreement and Clause (Network Plan – cross reference) of **Annex F – Planning and Forecasting**.
- 10.3 The Parties agree to establish Interconnection using Customer Sited Interconnection pursuant to the provisions of **Annex C – Technical Information**.
- 10.4 QTel and the OLO shall be responsible for providing sufficient capacity at the POI to meet the agreed forecast traffic contained in the Network Plan, as described in **Annex F – Planning and Forecasting**.
- 10.5 QTel and the OLO will own and shall be responsible for the operation and maintenance of the transmission equipment on their respective sides of the POI up to the Optical or Digital Distribution Frame.
- 10.6 Interconnection Links may be unidirectional or bidirectional. The terms and conditions for QTel Interconnection Link Services are attached in **Annex D – Interconnection Service Schedules** and **Annex H - Price List**.
- 10.7 The Quality of Service Measures included in **Annex E – Service Level Agreement** provide details on the timescales or delivery of services and the in-service quality standards.

10.8 The Parties shall comply fully with the technical standards for Interconnection, which are outlined in **Annex C – Technical Information**.

11. Network alteration and Data Management

11.1 Either Party (in this Clause 11, the "Requesting Licensed Party") may request the other Party (the "Requested Licensed Party") to make Network Alterations. At least one (1) Calendar Month notice shall be provided by the requesting Licensed Party for each Network Alteration request. The requested Licensed Party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within one (1) Calendar Month of receipt of a Network Alteration request.

11.2 Except where the Network Alteration is agreed or where the alteration is part of a planned upgrade program, the requesting Licensed Party shall pay the costs of the requested Licensed Party where their alterations cause the requested Licensed Party to change its system to continue to convey calls. In cases where the Network Alteration is jointly agreed as being to the mutual and proportionate benefit to both the requesting Licensed Party and the requested Licensed Party, or where there is a financial benefit accruing to the requested Licensed Party, it shall be carried out on a shared cost charge basis.

11.3 Network Alterations shall be carried out within the timescales laid down in this Clause 11. If a requested Licensed Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the requesting Licensed Party shall be advised within ten (10) Business Days of receipt of the request. In these circumstances the requested Licensed Party and the requesting Licensed Party shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per Clause 29, Resolution of disputes, hereof.

11.4 The requesting Licensed Party and the requested Licensed Party shall endeavor to minimize the number of Data Management Amendments in each other's network by minimizing the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information.

11.5 In order to ensure the timely implementation of Data Management Amendments, notice of Data Management Amendments shall be provided by the requesting Licensed Party at least one (1) Calendar Months in advance of the requested implementation date to the requested Licensed Party.

11.6 Data Management Amendments shall be carried out within the time-scales laid down in this Clause 11. If a requested Licensed Operator believes that it is not in a position to proceed with the requested Data Management Amendment, either within the timescales requested or in any circumstances, the requesting Licensed Operator shall be advised within ten (10) Business Days of receipt of the request. In these circumstances the requesting Licensed Party and the requested Licensed Party shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per Clause 29, Resolution of disputes, hereof.

11.7 Data Management Amendments required to activate new geographic or mobile customer Number Ranges allocated or amended by ictQatar shall be carried out on a free of charge basis.

11.8 In relation to all other Data Management Amendments requests, where it is jointly agreed as being to the mutual and proportionate benefit to both the requesting Licensed Party and the requested Licensed Party, or where there is a financial benefit accruing to the requested Licensed Operator, it shall be carried out on a shared cost charge basis.

12. Interconnection services

12.1 The Service Schedules **Annex D – Interconnection Service Schedules** provide details of the Interconnection Services offered by QTel and the OLO. These schedules include:

12.2 A definition and description of each Interconnection Service provided;

12.3 A description of the terms and conditions under which the Interconnection Service is provided;

12.4 Details of the charging structure and charging arrangements for each Interconnection Service.

12.5 Where OLO requests a New Interconnection Service, the process shall follow as set out in Clause 23

13. Charging for interconnection services

13.1 The structure of the Charges for each Interconnection Service is described in each Service Schedule as set out in **Annex D – Interconnection Service Schedules**.

13.2 The amount of charges for each Interconnection Service included in this Agreement is set out in **Annex H - Price List**. The Parties may agree with each other to review and amend the Price List from time to time.

13.3 In addition to 13.2, if a Party incurs additional costs in relation to the supply of an Interconnection Service that cannot otherwise be recovered as a Charge in accordance with **Annex H – Price List**, that Party may recover those additional costs from the other Party, subject to any applicable requirements under this Agreement.

13.4 Price changes for services contained within this Agreement **Annex H – Price List** will become effective subsequent to their approval by ictQatar.

14. Technical aspects

14.1 The Parties shall comply with their respective obligations relating to the technical aspects of Interconnection outlined in **Annex C – Technical Information**.

15. Numbering

15.1 QTel and the OLO shall use number ranges allocated to them in accordance with the National Numbering Plan as administered by ictQatar.

15.2 For all calls QTel and the OLO shall present CLI in accordance with the provisions of **Annex C – Technical Information** as appropriate.

16. Operational aspects

16.1 The Parties shall comply with their respective obligations relating to the operational aspects of Interconnection as outlined in **Annex G – Operational Procedures**.

16.2 The Parties shall consult together at least quarterly in connection with the operation of

this 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.

17. Planning and Forecasting

- 17.1 Network design and planning of the Interconnection shall be in accordance with the Network Plan as agreed between QTel and the OLO. QTel will regularly update its website with sufficient network information to enable OLO to deploy equipment and services that can interconnect to and/or interoperate with QTel's network
- 17.2 In the event that QTel implements any changes in the technical specifications in its network, it hereby agrees that it will comply with clause 2.2 of Annex I of its license by:
- (a) updating its website with information of the proposed changes at least (6) months prior to the implementing the change; and
 - (b) simultaneously providing detailed written notice of the same to OLO
- 17.3 In all cases the Parties agree to provide technical information to the other to allow each party individually to conduct the performance of this Agreement, including for the purpose of requesting, developing, and implementing New Interconnection Services per Clause 23
- 17.4 The Network Plan shall be reviewed and updated by the Joint Interconnection Committee on a frequency to be agreed by the Parties. In any case, the maximum period between reviews shall not exceed twelve (12) month and any revised Network Plan must be agreed no later than the end of June of each year.
- 17.5 In addition to the production of the Network Plan, the Parties shall revise the relevant forecasts as per the procedures outlined in **Annex F – Planning and Forecasting**. The agreed forecasts are considered to be part of the Network Plan.
- 17.6 The forecasts provided by the Parties represent the good faith expectations of each Party of their future capacity requirements.
- 17.7 Both Parties 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 Forecasting**.
- 17.8 QTel shall use all reasonable endeavors to provide services in accordance with forecasts developed pursuant to the procedures in **Annex F – Planning and Forecasting** but shall be under no obligation provide services that are not included in such forecasts unless the parties come to an Agreement that the requested services shall be included.

18. Provisioning

- 18.1 The provisioning of new or changes in the capacity of existing Interconnection Links from the OLO shall be in accordance with the timelines agreed upon in the Network Plan.
- 18.2 QTel has to implement Transmission Links for the OLO in compliance with **Annex F – Planning and Forecasting**.
- 18.3 QTel has to ensure that new or changed Interconnection Links perform in a manner compliant with the agreed Quality and Services Measures as mentioned in chapter 20

hereof, and **Annex E – Service Level Agreement** before being made available for productive use to the OLO.

19. Provision of information

- 19.1 Subject to a Party's obligations of confidentiality to Third Parties, a Party may request and the other Party shall provide information on protocols in use by that other Party which are required for interconnection, conveyance of Calls or the provision of services specified in this Agreement if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.
- 19.2 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.
- 19.3 The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 19.4 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 19.5 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, including those relating to confidentiality as per Clause 27, by the Disclosing Party or any third party at the time when the information was provided.
- 19.6 Nothing in this Interconnect Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality.

20. Quality of service measures

- 20.1 QTel shall provide Interconnect Services to the OLO under substantially the same conditions and quality as it provides for its own telecommunications service operations or those of its affiliates.
- 20.2 QTel and the OLO shall use all reasonable endeavors to meet the target Grade of Service as specified in **Annex E – Service Level Agreement**. For specific routes, the target Grade of Service may be varied from the standard upon the Parties' Agreement, as outlined in the Network Plan.

21. Management of interconnection

- 21.1 Points of Contact
- (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 organisation as the principal points of contact between the two Parties to coordinate and facilitate communication on Interconnection matters.
- (b) Either Party may request a meeting to address any matter related to Interconnection. The Parties agree to meet within five (5) Business Days of receipt of a request for a meeting and a detailed agenda.

21.2 Joint Interconnection Committee

- (a) The Parties shall establish a Joint Interconnection Committee in order to maintain currency of the Network Plan, unless otherwise agreed in writing, which will meet at a frequency to be agreed and recorded in the Network Plan.
- (b) The Joint Interconnection 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 Interconnection. There shall be an agreed agenda, which may include the following:
 - Order status
 - Routing plans
 - Analysis of traffic volumes
 - Analysis of service quality
 - Capacity profiles and requirements
 - Analysis of faults during the period since the previous meeting
 - Billing processes and Billing issues
 - Provision of relevant information and discussion of changes to either network or to the service.
 - Forecasts

22. Measurement of traffic volume

- 22.1 The responsibility for Traffic volume measurements shall reside with the Party responsible for billing that particular Interconnection Service in accordance with **Annex B - Billing Processes and Procedures**.
- 22.2 Both QTel and the OLO shall ensure that each party records Traffic volumes in sufficient detail to meet their obligations as outlined in **Annex D – Interconnection Service Schedules** and **Annex B - Billing Processes and Procedures**.

23. New services

- 23.1 QTel or the Other Licensed Operator may, at any time, request from the other party an Agreement to interconnect their respective Networks for the provision of any service or facility which the other provides either to itself or under an Interconnection Agreement with another Licensed Operator. Such requests shall be clearly marked as a request for a new service pursuant to this Clause 23.
- 23.2 Following a request pursuant to Clause 23, QTel or the Other Licensed Operator shall treat the other party in a fair and professional manner and offer the service or facility on its then current standard tariff terms and conditions.
- 23.3 If the Other Licensed Operator requests from QTel an offer for interconnection for the provision of a service which QTel is obligated to provide under the terms of the Agreement, QTel and the Other Licensed Operator shall enter into good faith negotiations for the provision of such service. If QTel requests from the Other Licensed Operator an offer for interconnection for the provision of services which the Other Licensed Operator is required to provide under the Regulations, the Other Licensed Operator shall enter into good faith negotiations for the provision of such services.
- 23.4 The requesting Licensed Party shall provide the requested Licensed Party with a written statement of its requirements at the time of its request. Receipt of such requests shall be acknowledged not later than five (5) Business Days after receipt by exchange of confirmed emails or by personal delivery to the HQ of each Operator.

- 23.5 Within ten (10) Business Days, unless otherwise agreed by QTel and the Other Licensed Operator, after receipt of statement of requirements, the requested operator shall confirm whether the statement of requirements is sufficient. If not, the requested Licensed Operator shall request any further clarification it may reasonably require.
- 23.6 Subject to the requesting being sufficient, the requested operator shall confirm in writing whether it accepts an obligation to enter into an Agreement not later than twenty (20) Business Days after the receipt of the statement of requirements. .
- 23.7 If the requested operator does accept an obligation to do so, QTel and the Other Licensed Operator shall endeavor to agree the technical, operational and commercial aspects of that new service within sixty (60) Business Days after receipt of the statement of requirements.
- 23.8 If the requested operator does not accept an obligation, a Dispute may be deemed to have arisen between the parties and either party may invoke the provisions of Clause 29, Resolution of disputes, hereof. Negotiations to agree terms for the new service may nevertheless continue pending resolution of the Dispute.
- 23.9 If the request is for a new Interconnection Service, the agreed technical, operational and commercial terms shall be incorporated into a revision to this Agreement and submitted to ictQatar for approval. Such terms shall be included in the Interconnection Agreement as appropriate.
- 23.10 Any withdrawal of an interconnection service shall be notified to the ictQatar for approval and to the Other Licensed Operator two (2) Calendar Months in advance of the proposed date of withdrawal.

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 Charges shall be payable by one Party to the other provided such charges are specifically referred to in this Agreement.
- 24.3 The Charges in this Agreement are exclusive of government taxes and surcharges, unless it is explicitly stated otherwise. However government taxes shall be charged where appropriate on invoices issued pursuant to the provisions of this Agreement.
- 24.4 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.
- 24.5 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 QTel may carry out credit vetting of a prospective OLO. The method to be used by QTel 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

Interconnection Services pose a financial risk which is greater than can be controlled by a credit limit (which QTel shall justify), QTel 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 QTel 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 QTel may carry out credit vetting of an existing OLO where QTel has reasonable concern about the ability of the OLO to cover debts including without limitation where QTel 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.
- 25.4 Should the result of credit vetting of an existing OLO confirm the existence of a financial risk, QTel 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 interconnection payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and QTel 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 QTel where QTel 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 QTel 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. The principles to be followed are as set out in Clause 25.4.
- 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 29 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 Agreement 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 Neither QTel nor the OLO shall connect or knowingly permit the connection to its Network of any equipment or apparatus that is not approved by the Regulatory Authority in accordance with the Telecommunications Law.

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 endeavours 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 Disclosing Party for the purposes of interconnection shall only be used by relevant staff within the Receiving Party for interconnection and shall not be made generally available within the Receiving Party's company.
- 27.4 Subject to the confidentiality obligations of a Party to a third party, each Party may request, and the other Party shall provide, information on protocols in use by that third party which are required for interconnection, conveyance of calls or the provision of services specified in this Agreement if such other third party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.
- 27.5 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with 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.
- 27.6 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.
- 27.7 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;
 - (d) is required to be disclosed by any competent court, the Regulatory Authority or any Government Agency;
 - (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 authorised 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.
- 27.8 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 27.7.

27.9 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;
 - (a) the Approved Purpose is completed or terminated; or
 - (b) the Receiving Party breaches this Agreement.

27.10 If the Disclosing Party gives a notice under Clause 27.9, 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; or
- (c) destroy or delete (as the case may be) the Confidential Information.

27.11 Subject to Clause 27.9, information regarding a Party's Customers generated within the other Party's Network as a result of, or in connection with, the provision of Transmission Links by the other Party (Network Information) is the Confidential Information of the first Party and is deemed to have been disclosed to the other Party for the purposes of this Clause 27. For the avoidance of doubt, nothing prevents a Party from using or disclosing Network Information to a Third Party provided that it is aggregated with other information of a similar or related nature and is disclosed on an anonymous basis.

27.12 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 27.10.

27.13 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. Retail customer management

28.1 Information about a Customer is the Confidential Information of the Party that has entered into an Agreement with the Customer for the supply of telecommunications services. For the avoidance of doubt, the Party that has not entered into an Agreement with the relevant Customer for the supply of telecommunications services and which acquires information about that Customer through the supply of Interconnection Services under this Agreement must only for the purpose for which it was supplied and not disclose the information or use the information for any anti-competitive purpose.

28.2 The Party that has entered into an Agreement with a Customer for the supply of telecommunications services:

- a) is responsible for handling and addressing all complaints and enquiries from that Customer regarding those telecommunications services, including any billing complaints and enquiries that may arise as a consequence of this Agreement; and

b) must not refer those Customers to the other Party for satisfaction of the matters they are raising.

28.3 Each Party must instruct its staff, contractors, agents and employees to refrain from any public criticism of the other Party that may arise (or may have arisen) as a result of the operation of this Agreement. For the avoidance of doubt, nothing in this Clause 28 requires the staff, contractor, agent or employee of a Party to refuse to answer or respond to a Customer inquiry, or to provide false or misleading information to a Customer.

28.4 Neither Party may represent expressly, by omission or implication that:

- (a) it is approved by or an agent of or affiliated with the other Party;
- (b) it has a special relationship with the other Party; or
- (c) the services provided by it to Customers are the other Party's services

28.5 Neither Party has any right to withhold any payment due to the other Party under this Agreement on account of any non-payment of debts owed to that Party by its Customers.

29. Resolution of disputes

29.1 In the event of any Dispute arising between the Parties relating to or arising out of the Agreement, including but not limited to the implementation, execution, interpretation, rectification, termination or cancellation of the Agreement, the Parties shall use its 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.

29.2 Should the Parties fail to resolve the Dispute after having negotiated in good faith pursuant to Clause 29.1 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 have the right to refer the dispute to:

- (a) ictQATAR. 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. ictQATAR shall be entitled to make a decision on the matter within 3 months. The Parties agree to accept the decision as final and binding; or
- (b) the relevant competent court in Qatar for hearing and determination, where ictQATAR has no jurisdiction; or
- (c) conciliation and arbitration according to Clause 29.3 and 29.4. ictQATAR may object to this referral of the dispute to conciliation and arbitration and thereby initiate the proceedings as described in Clause (a).

29.3 Subject to Clause 29.2, any dispute concerning the conclusion, execution, validity, interpretation, termination or dissolution of this contract or related to may be resolved amicably by conciliation according to the rules of Qatar International Center for Conciliation and Arbitration (QICCA) of the Qatar Chamber of Commerce & Industry with the proviso that:

- (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;
 - (d) All costs of the arbitration procedure shall be carried by the losing party.
- 29.4 Subject to Clause 29.2, if the dispute is not resolved within thirty (30) Business Days through conciliation pursuant to Clause 29.3, it shall be submitted to arbitration according to the rules of Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry with the proviso that:
- (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 place at which the arbitration takes place shall be Doha, Qatar, and the language of the conciliation shall be English;
- 29.5 Parties acknowledge and agree that any dispute and/or arbitral proceedings may take longer than six (6) months and that such circumstances shall not form the basis of a procedural challenge to any arbitral award subsequently delivered.
- 29.6 The time limits specified in Clauses 29.1 and 29.2 above may be extended by mutual Agreement between the Parties.
- 29.7 The procedures set out in this Clause 29 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.
- 29.8 The procedures set out in this Clause 29 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 29.1 and 29.2.
- 29.9 Each Party will continue to fulfill its obligations under the laws 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.

30. Breach and suspension

- 30.1 Subject to Clause 30.3, 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 this 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.

30.2 In addition to Clause 30.1 and subject to Clause 30.3, a Party (Suspending Party) may also suspend this Agreement or the supply of an Interconnection Service (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 (or shorter in case of emergency) 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 Interconnection 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 Interconnection Service 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 this Agreement or an Interconnection 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 Interconnection Services; or
- (g) where Interconnection has been established, the other Party fails to satisfy, or no longer satisfies, the requirement for Interconnection set out in the Agreement, in which case suspension shall be limited to those Interconnection Services to which the failure relates.

30.3 A Suspending Party must only suspend this Agreement or the supply of Interconnection Service (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 an Interconnection Service;
- (b) after then obtaining written approval from ictQATAR; and
- (c) only to the extent necessary to address the relevant cause of the suspension.

30.4 The Suspending Party will lift the suspension of this Agreement or Interconnection

- Service (as the case may be) as soon as possible after the reason for the suspension has ceased.
- 30.5 If this Agreement is suspended under this Clause 30 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.
- 30.6 Upon suspension of an Interconnection Service:
- (a) the supply of the suspended Interconnection Service will cease;
 - (b) the provision of other Interconnection Services not covered by the suspension, will continue and not be affected in accordance with Clause 30.3;
 - (c) this Agreement will otherwise remain in full force and effect;
 - (d) the other Party must continue to pay any Charges in respect of the suspended Interconnection Service for the duration of the suspension of that Interconnection Service, together with any other Charges for other Interconnection Services that are not subject to suspension
- 30.7 For the avoidance of doubt, the Term of this Agreement will not be affected by any suspension of an Interconnection Service or this Agreement (as the case may be).
- 30.8 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 an Interconnection Service or this Agreement (as the case may be).

31. Termination

- 31.1 If either Party (Defaulting Party) is in material breach of any provisions of this 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 this 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 an Interconnection Service in the event that the Defaulting Party does not remedy the breach in accordance with this Agreement.
- 31.2 Notwithstanding the provisions of Clause 30.2 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 30.3, as may be reasonable under the circumstances.
- 31.3 The Affected Party may elect to terminate this 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 31.1 to terminate the Agreement or an Interconnection Service.
- 31.4 This Agreement may be terminated by either Party by written notice forthwith to the 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
 - (d) a Party is subject to a Change in Control and does not obtain the consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 31.5 The Parties may at any time mutually agree in writing to terminate this Agreement and the applicable timeframe for doing so, subject to notifying ictQATAR of such agreement.
- 31.6 Upon termination or expiry of this Agreement or an Interconnection Service (as the case may be):
- (a) all sums due and owing under this Agreement or in respect of the terminated or expired Interconnection 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 an Interconnection Service is terminated or expired:
 - i. the supply of the terminated or expired Interconnection Service will cease;
 - ii. the provision of other Interconnection Services, not covered by the termination or expiration, will continue and not be affected; and
 - iii. the Term of this Agreement in relation to other Interconnection Services will not be affected by the termination or expiration;
 - (c) all rights and benefits conferred on a Party under this Agreement or in respect of the terminated or expired Interconnection Service (as the case may be) will immediately terminate;
 - (d) each Party must for a period of two (2) Calendar Years after termination or expiration , immediately comply with any written notice from the other Party to deliver, destroy, or erase any Confidential Information belonging to that other Party in relation to this Agreement or in respect of the terminated or expired Interconnection Service (as the case may be).
- 31.7 Upon termination or expiry of this 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.
- 31.8 If thirty (30) Business Days after termination or expiry of this 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.
- 31.9 The Party that terminates this Agreement or an Interconnection 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 this Agreement or of supply of an Interconnection Service (as the case may be).

31.10 Termination of this Agreement or an Interconnection 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.

32. Notices

32.1 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, at the time of 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 and acknowledged by reply email or in writing, at the time of receipt of the reply email or written notice.

32.2 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 this Agreement.

33. Assignment and novation

33.1 Without prejudice to the applicable Law, a Party must not assign, transfer or novate this 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.

34. Relationship of Parties (No partnership)

34.1 The relationship between the Parties is that of independent contractors. Except to the extent expressly set out in this Agreement, the Parties have no intention by operation of this 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.

35. Use of subcontractors

35.1 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 35.

35.2 If a Party engages a subcontractor to implement its rights or obligations under this Agreement, that Party:

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

36. Intellectual property rights

36.1 Except as otherwise expressly provided herein, intellectual property rights shall remain the property of the Party creating or owning the same and nothing in this 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 this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own intellectual property.

36.2 Where the Intellectual Property is developed in connection with performance of this 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, provided that in consideration of this Agreement the other Party shall have a license at no cost to use the Intellectual Property for the Approved Purpose.

37. Review

37.1 Either Party may request a review to modify or amend this Agreement by serving a Review Notice to the other Party if:

- (a) either Party's License is materially modified with respect to this Agreement (whether by amendment or replacement); or
- (b) Interconnection 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 this Agreement;
- (d) this 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.

37.2 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 37.1 of this Agreement.

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

37.4 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.

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

37.6 If the Parties fail to reach an Agreement on the subject matter of any Review Notice, the provisions of Clause 29 of this Agreement shall apply.

37.7 The Parties shall as soon as practical enter into an Agreement to modify or replace this 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.

37.8 QTel shall periodically update this Agreement to take account of any appropriate changes to the Agreement, the Interconnection Guidelines published by ictQATAR or

the Interconnection Services offered by QTel under this 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.

38. Entire Agreement

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

39. Survival and merger

39.1 Clauses 27 (Confidentiality), 36 (Intellectual Property Rights), 53 (Liability), 56 (Indemnities), and this Clause 39 shall survive termination or expiry of this Agreement together with any other term which by its nature is intended to do so and shall continue in full force and effect for a period of six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.

39.2 No term of this Agreement merges on completion of any transaction contemplated by this Agreement.

40. Waiver

40.1 The waiver of any breach of, or failure to enforce, any term or condition resulting from an acceptance of this Agreement shall not be construed as a waiver of any other term or condition of this 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.

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

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

41. Consents and approvals

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

42. Amendments

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

42.2 Amendments, variations and supplements to this Agreement, including its Annexes, shall be notified with not less than thirty (30) days notice to ictQATAR subject to its approval.

42.3 Any amendments, variations and supplements to this 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 deemed to be automatically incorporated into this Agreement with immediate effect from the date the directions have been issued by ictQATAR.

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

43. Third party rights

43.1 Except as expressly provided in this 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 this Agreement have a right or benefit under it.

44. Counterparts

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

45. Costs, expenses and duties

45.1 Each Party must pay its own costs and expenses of negotiating, preparing and executing this Agreement and any other instrument executed under this Agreement.

46. Obligations in good faith

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

47. Insurance

47.1 Each Party must have in force and maintain for the term of this 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.

47.2 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 47.1.

48. Dealing with government

48.1 Each Party must deal with the Government and ictQATAR promptly and without undue delay in all matters concerning this Agreement including on all reporting to Government and ictQATAR and on matters requiring Government or ictQATAR approval or consultation.

48.2 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 this Agreement.

49. No prior representations

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

50. Further assurances

50.1 Except as expressly provided in this 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.

51. Force majeure

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

51.2 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, subsidence or weather of exceptional severity, acts or omissions of government or other competent authority, compliance with law, regulations or demands of any government or governmental agency, industrial disputes of any kind (whether or not involving a party's employees), acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.

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

51.4 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.

51.5 If as a result of a Force Majeure, the Party is prevented from performing its obligations under this Agreement, such Party shall, subject to the provisions of Clause 51.6 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.

51.6 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.

51.7 Following a Force Majeure Notification and if the effects of such Force Majeure continue for:

- (a) A continuous period of not more than six (6) Calendar Months from the date of the Force Majeure Notification (whether or not notice of cessation has been given pursuant to Clause 51.4 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 six (6) Calendar Months or more from the date of the Force Majeure Notification (and notice of cessation has not been given pursuant to Clause 51.4 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 51.4 of this 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 this Agreement is not terminated in accordance with the provisions of this Clause 51.7 of this 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.

52. Warranties

- 52.1 Each Party warrants that, as at the Commencement Date and continuing throughout the Term:
- 52.2 Status: It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated;
- 52.3 Authority: 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 this Agreement;
- 52.4 Power: It has all necessary corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been duly authorized by all necessary corporate actions on its part; and
- 52.5 Validity: This Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms.

53. Liability

- 53.1 To the extent permitted by law, neither Party is liable to the other Party except as provided in this Clause 53.
- 53.2 Each Party shall exercise the reasonable skill and care of a competent public mobile telecommunications OLO in the performance of their obligations under this Agreement.
- 53.3 Notwithstanding anything else in this Clause 53, neither Party is liable to the other Party for any Consequential Loss suffered by the other Party arising from, or in connection with, this Agreement.
- 53.4 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 this Agreement, that are not expressly stated in this Agreement, are excluded.
- 53.5 Notwithstanding anything to the contrary in this 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 this Agreement; or
 - (c) any other liability that cannot be excluded by law.
- 53.6 Subject to Clause 53.5, 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 this Agreement shall be limited to two million (2,000,000) Qatari Riyals for any one incident or series of events arising from a single incident and seven million (7,000,000) Qatari Riyals for any series of incidents related or unrelated in any period of twelve (12) Calendar Months.
- 53.7 A Party's liability to the other Party arising from or in connection with this 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.
- 53.8 Neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, this Agreement to the extent that the other Party has or has sought to claim or recover that same loss or damage pursuant to another Agreement between the Parties in respect of the supply of telecommunications services.
- 53.9 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).

54. Severability

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

55. Governing law

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

56. Indemnities

- 56.1 Subject to Clauses 56.2, 56.3, 56.4 and 56.5, 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 this Agreement;

- (a) any losses, costs, claims, damages, expenses or liabilities incurred by the Indemnified Party for damage (excluding Consequential Loss) to its tangible property, to the extent that such claim relates to any act, omission or breach of this Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party; and
 - (b) any losses, costs, claims, damages, expenses, liabilities, proceedings or demands by a Third Party against the Indemnified Party, to the extent that such claim relates to any act, omission or breach of this Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party.
- 56.2 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 this Agreement by the Indemnified Party or its employees, representatives, contractors or agents.
- 56.3 The obligation of the Indemnifying Party to indemnify the Indemnified Party under this Clause 56 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
 - (a) 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.
- 56.4 The total aggregate amount to which the Indemnifying Party owes indemnity to the Indemnified Party shall be limited to two million (2,000,000) Qatari Riyals for any one incident or series of events arising from a single incident and seven million (7,000,000) Qatari Riyals for any series of incidents related or unrelated in any period of twelve (12) Calendar Months.
- 56.5 The obligations of the Indemnifying Party to indemnify the Indemnified Party under this Clause 56 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;
 - (a) the Indemnified Party must:
 - iv. 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
 - v. provide the Indemnifying Party a reasonable opportunity to remedy the cause of the Claim; and
 - vi. 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).
 - (b) Each provision of this 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.

Annex A – Definitions and Glossary of Terms

1. Definitions and interpretation

Annex B – Billing Processes and Procedures

- 1. Chargeable services**
- 2. Billing format**
- 3. Billing period**
- 4. Invoicing**
- 5. Disputes**
- 6. Payment**
- 7. Attachment 1: Interconnection reports**

Annex C: Technical Information

- 1. General**
- 2. PSTN**
- 3. Mobile network**
- 4. International services**
- 5. Attachment 1: Distribution frame characteristics DDF and ODF**
- 6. Attachment 2: Points of Interconnection and Signaling Point Codes**
- 7. Attachment 3: Qatar SS7 Signaling Standard**
- 8. Attachment 4: QTel synchronization scheme**

Annex D: Interconnection Service Schedule

1. Schedule 1 – Termination services

- 1.1 Schedule 1A – Call termination service to QTel geographic numbers
- 1.2 Schedule 1B – Call termination service to QTel mobile numbers
- 1.3 Schedule 1C – Call termination service to QTel toll-free numbers
- 1.4 Schedule 1D – QTel video call termination service
- 1.5 Schedule 1E – Call termination services to QTel geographic and mobile numbers for inbound international call

2. Schedule 2 – Mobile message termination services

- 2.1 Schedule 2A – QTel short message service (SMS) termination service
- 2.2 Schedule 1B – QTel multimedia message service (MMS) termination service
- 2.3 Schedule 1C – Call termination service to QTel toll-free numbers

1 Schedule 3 – Outgoing international call conveyance

2 Schedule 4 – Interconnection link services

Annex E: Service Level Agreements

- 3 Interconnection links and QTel network**
- 4 QTel interconnection link provisioning**
- 5 Signaling performance**
- 6 Interconnection link performance**
- 7 Grade of service for interconnection links**
- 8 Interconnection link fault repair**
- 9 Interconnection link repair times**
- 10 Monitoring and network traffic management**

Annex F: Planning and Forecasting

11 Planning

12 New interconnection services

13 Provisioning

14 Forecasting

15 Attachment 1: Interconnection service order form

16 Attachment 2: Traffic and capacity forecasts

17 Attachment 3: Interconnection path forecasting form

18 Attachment 4: Service handover form

19 Attachment 5: Order cancellation form

Annex G: Operational Procedures

20 Interconnection testing arrangements and protocols

21 Fault management

22 Interconnection maintenance processes

23 Interconnection traffic management

24 Attachment 1: Application form for interconnect testing

25 Attachment 2: SS7 Inter-Networking testing manual

26 Attachment 3: Fault report form

27 Attachment 4: Advice of planned engineering work

28 Attachment 5: Interconnect even report form

Annex H: Price List

29 Schedule 1 – Termination services

29.1.1 Schedule 1A – Call termination service to QTel geographic numbers

29.1.2 Schedule 1B – Call termination service to QTel mobile numbers

29.1.3 Schedule 1C – Call termination service to QTel toll-free numbers

29.1.4 Schedule 1D – Call termination service to QTel toll-free numbers

29.1.5 Schedule 1E – Call termination service to QTel geographic and mobile numbers for inbound international calls

30 Mobile message termination services (SMS)

30.1.1 Schedule 2A – QTel short messaging service (SMS) termination service

30.1.2 Schedule 2B – QTel multimedia messaging service (MMS) termination service

31 QTel outgoing international call conveyance

32 Interconnection link service

