



Reference Passive Infrastructure 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 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 Qatar Telecom (Qtel) Q.S.C. (dated 7 October 2207), Annexure F, Article (4), Qtel is publishing the present Reference Passive Infrastructure 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 acquire Passive Infrastructure Sharing Services 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 Passive Infrastructure Sharing Services the OLO wishes to receive;
- (b) the location of any Qtel network sites the OLO seeks to utilize;
- (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 Infrastructure Sharing 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 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 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 Agreement; and
 - (b) it has in full force and effect the authorisations 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 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 Agreement;
 - (b) it has in full force and effect the authorisations necessary to enter into the Agreement, observe the obligations under it and allow it to be enforced;
 - (c) its obligations under the 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 Infrastructure Sharing Agreement.

Part 2: Passive Infrastructure Sharing 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 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 Ooredoo will provide Passive Infrastructure Sharing Services to the OLO pursuant to the terms of this Agreement.
- 8.2 QTel shall provide to the OLO Passive Infrastructure Sharing for the OLO's Public Telecommunications Network.
- 8.3 OLO acknowledges and agrees that, notwithstanding the grant of the Right of Use of a Passive Infrastructure Sharing or any other provision of this Agreement, as between QTel and OLO, QTel retains ownership of, and rights of use in, the underlying Passive Infrastructure Sharing of the QTel Network, including Duct Access, Dark Fibre and Collocation.

9. Non-discrimination and equivalence of inputs

- 9.1 QTel shall treat the OLO and all requests that the OLO makes for Passive Infrastructure Sharing Services (whether for existing Passive Infrastructure Sharing Services as set out in **Annex D – Passive Infrastructure Sharing Service Schedules** 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 infrastructure of the OLO's fixed and mobile networks, as QTel provides for itself when interconnecting its own fixed and mobile networks.

10. Definition of Passive Infrastructure Sharing

10.1 Passive Infrastructure Sharing enables the OLO to use services for its own operations or to provide services to its customers through the direct access to QTel's Infrastructure facilities. Passive Infrastructure Sharing consists of a series of individual services and service components (Duct Access, Dark Fibre, Collocation), each Passive Infrastructure Sharing Service offered as part of the Agreement is described in **Annex C – Technical Information** to this Agreement and these shall be referred to collectively in this Agreement as Services.

11. Network alteration and modification

11.1 QTel shall give the OLO reasonable notice of any anticipated Network Alteration and Network Modifications. QTel 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.

12. Passive Infrastructure Sharing Services

12.1 The Passive Infrastructure Sharing Services consist of Duct Access, Dark Fibre, and Collocation. The service schedule **Annex D – Service Schedules** provide details of the Passive Infrastructure Sharing offered by QTel to the OLO's. These schedules include:

- (a) A service definition of Passive Infrastructure Sharing provided;
- (b) A description of the terms and conditions under which the Passive Infrastructure Sharing is provided;

12.2 The OLO will be provided with AC power, air condition and other active infrastructure, only if it is available for the Collocation services offered by QTel. The OLO is responsible for the provision, installation and maintenance of all power and other active infrastructure in compliance with the technical requirements in **Annex C – Technical Information**.

13. Charging for Passive Infrastructure Sharing

13.1 The structure and amount of the charges for the provision of Passive Infrastructure Sharing are outlined in **Annex H – Price List**.

13.2 The amount of charges is influenced by three main criteria:

- (a) Services ordered by the OLO
- (b) Planning and forecasting agreed between QTel and the OLO
- (c) Service Level Agreements

14. Technical aspects

14.1 The Parties shall comply with their respective obligations relating to the technical aspects of Passive Infrastructure Sharing as set out in **Annex C – Technical Information**.

14.2 The OLO shall ensure that the OLO's Compliant Equipment to be connected to the Optical Distribution Frame (ODF) or other QTel installations is in compliance with national and international standards.

- (a) The OLO shall not connect or knowingly permit the connection to the Optical Distribution Frame (ODF) or other QTel 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 QTel 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 QTel's reasonable instructions on all relevant health, safety and security procedures before and during installation of any Compliant Equipment in the QTel infrastructure.

15. Interference with others' services

15.1 When QTel has reasonable grounds to believe that the OLO is using equipment which is not Compliant Equipment or is otherwise causing interference to other services (including Third Party Operators' services) QTel may:

- (a) notify the OLO 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 OLO a reasonable opportunity to demonstrate that this is not the case or to remedy the situation; and
- (c) if the OLO fails to do so within a reasonable period 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.

15.2 If the OLO's equipment adversely affects the normal operation of QTel's or any Third Party Operators' services, or is a threat to any person's safety, in an emergency QTel 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 QTel System or any Third Party Operator's system or reduce the threat to safety.

15.3 If QTel reasonably considers the equipment used by the OLO is not Compliant Equipment, the OLO shall on request from QTel to disconnect all necessary equipment in order to permit QTel to test the characteristics of that ODF.

15.4 The relevant equipment or ODF 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 Sharing Services as outlined **Annex G – Operational Procedures**.

16.2 The Parties shall consult together from time to time 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 QTel and the OLO will cooperate in planning and implementing the provision of Passive Infrastructure Sharing Services by QTel 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, network topology information and rollout plan.

17.2 Passive Infrastructure Sharing Plan

- (a) The Parties shall establish a Passive Infrastructure Sharing Plan, which will form part of this Agreement.
- (b) The Passive Infrastructure Sharing Plan shall contain the necessary and specific information as agreed between the Parties and required by QTel in order to provide Passive Infrastructure Sharing to the OLO. The details of the Passive Infrastructure Sharing plan are outlined in **Annex C – Technical Information**.

17.3 The OLO shall provide forecasts in accordance with the applicable template set out in the Passive Infrastructure Sharing Forecasting and Ordering Form as outlined in **Annex F – Planning & Forecasting**.

17.4 In addition to the production of the Passive Infrastructure Sharing Plan, the Parties shall revise the relevant forecasts as per the procedures outlined in **Annex F – Planning & Forecasting**. The agreed forecasts are considered to be part of the Passive Infrastructure Sharing Plan.

17.5 The forecasts provided by the Parties represent the good faith expectations of each Party of their future Passive Infrastructure Sharing requirements.

17.6 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 & Forecasting**.

17.7 QTel will identify rollout zones proposed by the OLO. A rollout region will generally be either an existing brown field area, or a new development green field area. Defined rollout zones are specified in **Annex F – Planning & Forecasting**.

18. Feasibility studies

18.1 QTel shall comply with their respective obligations relating to the feasibility studies of Passive Infrastructure Sharing as set out in **Annex F – Planning & Forecasting**.

19. Ordering and cancellation

19.1 The OLO may at any time initiate an order of a Passive Infrastructure Sharing by notifying QTel in writing, regardless of whether the requested Passive Infrastructure Sharing was included in a forecast (Ad Hoc Order).

19.2 Ad Hoc orders shall include the information required by the Passive Infrastructure Sharing Forecasting and Ordering Form and detailed information concerning the precise route (for ducts and dark fibre) and locations (for collocation).

19.3 Upon receipt of an Ad Hoc Order, QTel shall undertake a Detailed Feasibility Analysis in accordance with the process set out in **Annex F – Planning & Forecasting**.

19.4 If the Detailed Feasibility Analysis indicates that resources are available, including Duct Access, Dark Fibre, Collocation, and there are no unusual provisioning issues, the final Ready for Service date shall be the requested Ready for Service date by the OLO.

- 19.5 If resources, such as Duct Access, Dark Fibre, Collocation, are not available, then QTel shall inform the OLO of the final Ready For Service Date, which shall be no more than three (3) Calendar Months from the date of the Ad Hoc Order.
- 19.6 If the OLO does not confirm the Ad Hoc Order following receipt of the Detailed Feasibility Analysis report, QTel may invoice the OLO for the agreed Detailed Feasibility Analysis costs in accordance with **Annex F – Planning & Forecasting**. An order submitted and accepted by Ooredoo with more than three (3) Calendar Months prior to the requested Ready for Service date shall be considered as Advanced Order in accordance with **Annex F – Planning & Forecasting**.

20. Provisioning & Implementation

- 20.1 QTel has to implement Passive Infrastructure Sharing Services for the OLO in compliant with **Annex F – Planning & Forecasting**.
- 20.2 QTel has to ensure that new or changed Infrastructure perform in a manner compliant with the agreed Quality of Services Measures as mentioned in clause 22 hereof, and **Annex E – Service Level Agreement** before being made available for productive use to the OLO.

21. Provision of information

- 21.1 QTel will provide to the OLO as soon as reasonably practicable, data regarding the QTel network. The data is provided for the sole purpose of enabling the OLO to consider whether to request Services from QTel pursuant to this Agreement. A list of QTel network locations and routes is provided in **Annex I – List of Network Routes and Locations**.
- 21.2 QTel network data shall comprise the following information:
- (a) the location of QTel Sites;
 - (b) the routing of dark fibre and duct installations;
 - (c) where available, information on the availability of collocation, including a list of QTel Sites where collocation facilities are:
 - i. likely to be provided,
 - ii. may be provided subject to further detailed survey, and
 - iii. cannot be provided.
- 21.3 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 Passive Infrastructure Sharing 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.
- 21.4 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.
- 21.5 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.

- 21.6 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 21.7 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.
- 21.8 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 QTel shall meet the Target Service Levels in accordance with the provisions of **Annex E – Service Level Agreements**. For specific routes, the Parties may agree to vary the Target Service Levels as set out in the Passive Infrastructure Sharing 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 organisation 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 (Fault Reporting Contacts) and appropriate senior contacts for Fault escalation (Fault Escalation Contacts), with appropriate telephone numbers and email addresses provided. 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 Sharing 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 endeavour to resolve any problems (including issues relating to quality of service), encountered by them in relation to the operation and implementation of this 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) The Parties shall establish a Joint Passive Infrastructure Committee in order to maintain currency of the Passive Infrastructure Sharing Plan, unless otherwise agreed in writing, which will meet at a frequency to be agreed and recorded in the Passive Infrastructure Sharing 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:
 - Order status
 - Analysis of service quality
 - 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

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 Passive Infrastructure Sharing 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 Passive Infrastructure Sharing 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 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 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 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 QTel 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. 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 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 Passive Infrastructure Sharing shall only be used by relevant staff within the Receiving Party for Passive Infrastructure Sharing 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 Passive Infrastructure Sharing, 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;
 - (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;
 - (b) the Approved Purpose is completed or terminated; or
 - (c) 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; 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 Passive Infrastructure Sharing 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. Resolution of disputes

- 28.1 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.
- 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 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) conciliation and arbitration according to Clause 28.3 and 28.4. ictQATAR may object to this referral of the dispute to conciliation and arbitration and thereby initiate the proceedings as described in Clause (a)
- 28.3 Subject to Clause 28.2, 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.
- 28.4 Subject to Clause 28.2, if the dispute is not resolved within thirty (30) Business Days through conciliation pursuant to Clause 28.3, 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;
- 28.5 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.
- 28.6 The time limits specified in Clauses 28.1 and 28.2 above may be extended by mutual Agreement between the Parties.
- 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 fulfil 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.

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 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.
- 29.2 In addition to Clause 29.1 and subject to Clause 29.3, a Party (Suspending Party) may also suspend this Agreement or the supply of a Passive Infrastructure Sharing 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 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 Passive Infrastructure Sharing 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 Passive Infrastructure Sharing 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 a Passive Infrastructure Sharing 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 Passive Infrastructure Sharing Services; or
 - (g) where Passive Infrastructure Sharing have been established, the other Party fails to satisfy, or no longer satisfies, the requirement for Passive Infrastructure Sharing set out in the Agreement, in which case suspension shall be limited to those Passive Infrastructure Sharing Services to which the failure relates.
- 29.3 A Suspending Party must only suspend this Agreement or the supply of Passive Infrastructure Sharing 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 a Passive Infrastructure Sharing 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 this Agreement or Passive Infrastructure Sharing 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 a Passive Infrastructure Sharing Service:
- (a) the supply of the suspended Passive Infrastructure Sharing Service will cease;
 - (b) the provision of other Passive Infrastructure Sharing Services not covered by the suspension, will continue and not be affected in accordance with Clause 29.3;
 - (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 Passive Infrastructure Sharing Service for the duration of the suspension of that Passive Infrastructure Sharing Service, together with any other Charges for other Passive Infrastructure Sharing 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 Passive Infrastructure Sharing Service or this 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 Passive Infrastructure Sharing Service or this Agreement (as the case may be).
- 30. Termination**
- 30.1 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 a Passive Infrastructure Sharing 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 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 30.1 to terminate the Agreement or a Passive Infrastructure Sharing Service.
- 30.4 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).
- 30.5 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..
- 30.6 Upon termination or expiry of this Agreement or a Passive Infrastructure Sharing Service (as the case may be):

- (a) all sums due and owing under this Agreement or in respect of the terminated or expired Passive Infrastructure Sharing 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 Passive Infrastructure Sharing Service is terminated or expired:
 - iv. the supply of the terminated or expired Passive Infrastructure Sharing Service will cease;
 - v. the provision of other Passive Infrastructure Sharing Services, not covered by the termination or expiration, will continue and not be affected; and
 - vi. the Term of this Agreement in relation to other Passive Infrastructure Sharing 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 Passive Infrastructure Sharing 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 Passive Infrastructure Sharing Service (as the case may be).
- 30.7 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.
- 30.8 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.
- 30.9 The Party that terminates this Agreement or a Passive Infrastructure Sharing 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 a Passive Infrastructure Sharing Service (as the case may be).
- 30.10 Termination of this Agreement or a Passive Infrastructure Sharing 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, 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.
- 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 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.

33. Relationship of Parties (No partnership)

- 33.1 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.

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 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:
 - 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 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.

35.2 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. Where Intellectual Property is developed jointly by the Parties, each Party agrees to grant the other Party a licence 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 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) Reference Offer 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.

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 this Agreement.

36.3 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.

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 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.

36.8 QTel shall periodically update this Agreement to take account of any appropriate changes to the Agreement, the Reference Offer Regulations published by ictQATAR or the Passive Infrastructure Sharing 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.

37. Entire Agreement

37.1 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.

38. Survival and merger

38.1 Clauses 27 (Confidentiality), 28 (Resolution of Dispute), 35 (Intellectual Property Rights), 52 (Liability), 55 (Indemnities), and this Clause 38 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.

38.2 No term of this 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 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.

39.2 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.

39.3 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.

40. Consents and approvals

40.1 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.

41. Amendments

41.1 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.

41.2 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.

41.3 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.

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

42. Third party rights

42.1 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.

43. Counterparts

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

44. Costs, expenses and duties

44.1 Each Party must pay its own costs and expenses in respect of this Agreement especially for negotiating, preparing and executing this Agreement and for documents, any other instrument executed under this Agreement and transactions contemplated by this 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 this Agreement, including but not limited to any negotiations.

46. Insurance

46.1 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.

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 this 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 this Agreement.

48. No prior representations

48.1 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.

49. Further assurances

49.1 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.

50. Force majeure

50.1 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.

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, 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.

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, copied to ictQATAR, 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").

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 this 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 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 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 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 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 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 50.7 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.

51. Warranties

- 51.1 Each Party warrants that, as at the Commencement Date and continuing throughout the Term:
- 51.2 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;
- 51.3 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;
- 51.4 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
- 51.5 Validity: This 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 public mobile telecommunications OLO in the performance of their obligations under this 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, this 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 this Agreement, that are not expressly stated in this Agreement, are excluded.

52.5 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.

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 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.

52.7 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.

52.8 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.

52.9 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).

53. Severability

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

54. Governing law

54.1 The interpretation, validity and performance of this 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 this 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 this 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 this 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 this 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 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.
- 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 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.

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Annex H: Price List

Annex I: List of network routes and locations