



[NON-CONFIDENTIAL VERSION¹]

Reference Infrastructure Access Offer (RIAO)
of
Ooredoo Q.S.C.

Main Body

RIAO Approved by CRA
(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.

Table of Contents

| | |
|--|----|
| Table of Contents | 2 |
| Reference Infrastructure Access Offer | 4 |
| Part One: Acceptance Procedures | 5 |
| 1. Process | 5 |
| 2. Acceptance Notice | 5 |
| 3. Assessment of Acceptance Notice | 6 |
| 4. Representations and Warranties | 7 |
| 5. Effect of Variation | 7 |
| Part Two: Basic Conditions | 9 |
| Main Body | 9 |
| 1. Definitions and Interpretations | 9 |
| 2. Commencement and Duration | 9 |
| 3. Scope | 9 |
| 4. Non-Discrimination | 10 |
| 5. Network Alteration and Modification | 10 |
| 6. Service Schedules | 11 |
| 7. Charging for Services | 11 |
| 8. Network Protection and Interference with Other Services | 11 |
| 9. Management of Passive Infrastructure Services | 11 |
| 10. Operational Aspects | 13 |
| 11. Planning and Forecasting | 13 |
| 12. Ordering and cancellation | 13 |
| 13. Provisioning and Implementation | 14 |
| 14. Deeming provisions | 14 |
| 15. Provision of Information | 14 |
| 16. Quality of Services | 15 |
| 17. Billing | 15 |
| 18. Payment | 15 |
| 19. Billing disputes | 17 |
| 20. Credit Assessment and Credit Risk Management | 17 |
| 21. Confidentiality and Disclosure | 18 |
| 22. Customer Management | 20 |
| 23. Resolution of Disputes | 21 |
| 24. Breach and Suspension | 22 |
| 25. Termination | 24 |
| 26. Notices | 26 |
| 27. Assignment and Novation | 27 |
| 28. Relationship of Parties | 27 |
| 29. Use of Subcontractors | 27 |
| 30. Intellectual property rights | 28 |
| 31. Review | 28 |
| 32. Entire Agreement | 29 |
| 33. Survival and Merger | 29 |
| 34. Waiver | 29 |
| 35. Consents and Approvals | 30 |
| 36. Amendments | 30 |
| 37. Third Party Rights | 30 |
| 38. Counterparts | 30 |
| 39. Costs, Expenses and Duties | 30 |
| 40. Obligations in Good Faith | 30 |
| 41. Insurance | 31 |

| | | |
|-----|-------------------------------|----|
| 42. | Dealing with Government..... | 31 |
| 43. | No Prior Representations..... | 31 |
| 44. | Further Assurances | 31 |
| 45. | Force Majeure | 31 |
| 46. | Warranties | 32 |
| 47. | Liability | 33 |
| 48. | Severability | 34 |
| 49. | Governing Law | 34 |
| 50. | Indemnities | 35 |

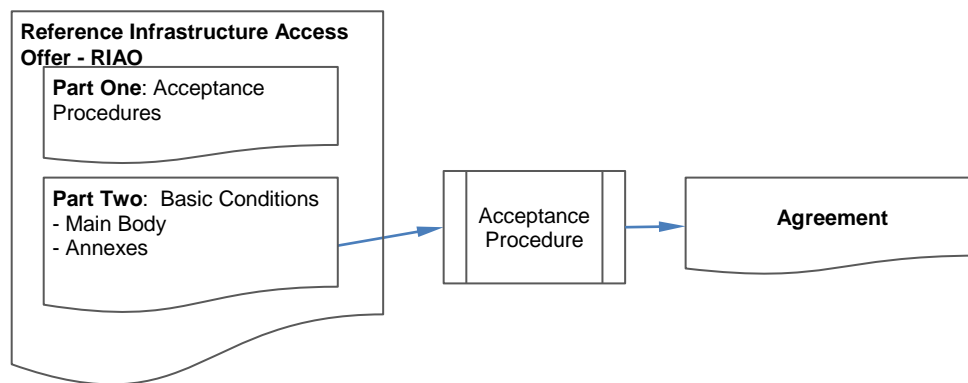
Reference Infrastructure Access Offer

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 Ooredoo Q.S.C. (**Ooredoo**) (dated 7 October 2007), Annexure F, Article (4), Ooredoo is publishing the present Reference Offer (**RIAO**).

This RIAO consists of two parts.

- Part One sets out the procedures to accept the basic conditions contained in Part Two, which are necessary for an Agreement.
- Part Two, including the basic conditions and the Annexes, establishes the minimum terms and conditions on which Ooredoo will enter into an Agreement with a Licensed Service Provider.

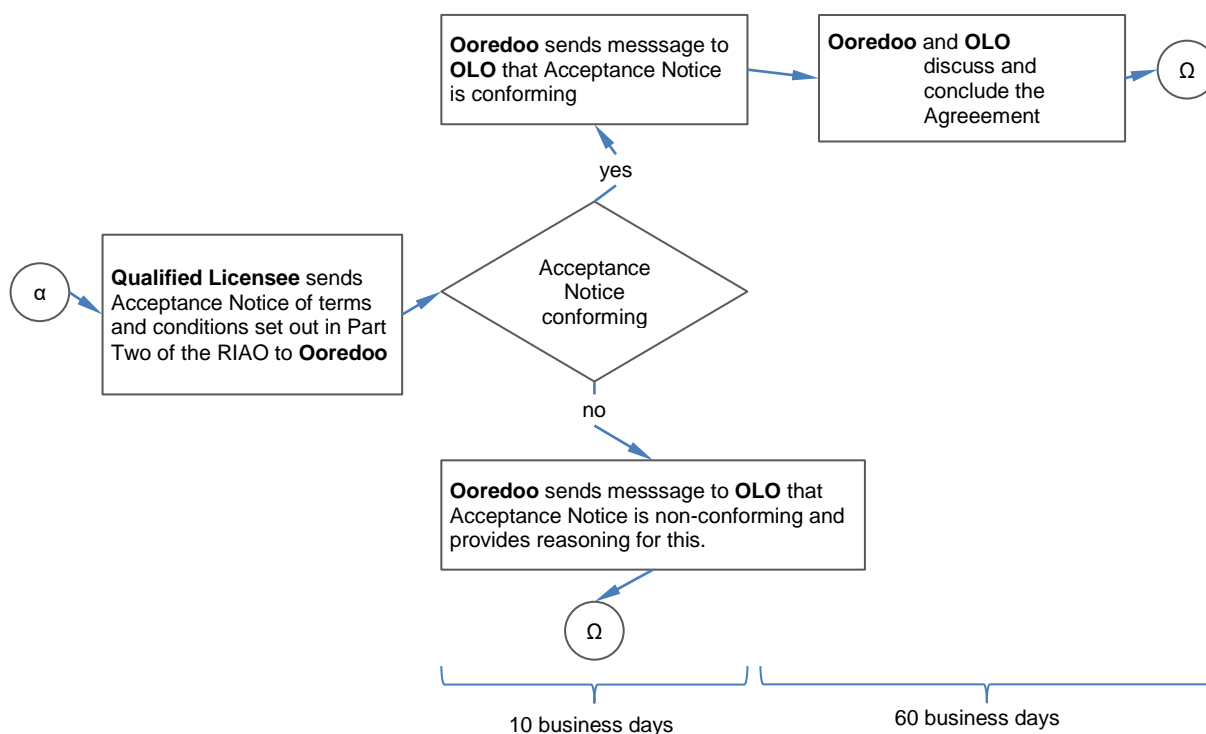
The structure of the RIAO and how, after the Acceptance Procedure, the Agreement is reached is shown in the indicative chart below:



Part One: Acceptance Procedures

1. Process

1.1 An indicative process chart of the Acceptance Procedure is provided below:



2. Acceptance Notice

- 2.1 If a Licensed Service Provider is entitled by the terms of its License and the Applicable Regulatory Framework to acquire Services contained in Part Two (**Qualified Licensee**), the Qualified Licensee must submit to Ooredoo a written acceptance of the terms and conditions set out in Part Two (**Acceptance Notice**).
- 2.2 A Qualified Licensee that submits such an Acceptance Notice shall be known as the Other Licensed Operator (**OLO**). The OLO, by submitting the Acceptance Notice, will become bound by the provisions of this RIAO, including the representations and warranties contained in clause 4.
- 2.3 The OLO shall submit the Acceptance Notice in writing to:

NATIONAL WHOLESALE
Ooredoo Q.S.C.
Doha, Qatar, PO Box 217

- 2.4 The OLO's Acceptance Notice must contain the following information:
 - (a) The Services the OLO wishes to receive;
 - (b) The type of telecommunications service license held by and the specific telecommunications services provided by the OLO;

- (c) A designated contact person.
- 2.5 Notwithstanding the provisions in clause 3, Ooredoo will notify the OLO within ten (10) business days of whether it finds the Acceptance Notice conforming or non-conforming under clause 3.1 and provide reason if the Notice is found non-conforming. If Ooredoo fails to notify the OLO within the above-mentioned ten (10) Days, the Acceptance Notice is deemed conforming. Except to the extent Ooredoo finds the Acceptance Notice to be non-conforming under clause 3.1, and subject to clause 3, Ooredoo and the OLO will, following submission by the OLO of the Acceptance Notice, use their reasonable endeavors to complete discussions to conclude an **Agreement** within sixty (60) Days of the receipt of the Acceptance Notice. If with the Acceptance Notice, the OLO has notified Ooredoo that it is willing to enter into an Agreement based on the RIAO approved by the CRA without amendments, Ooredoo shall sign that Agreement within ten (10) Days of the Notification that the Acceptance Notice is conforming.
- 2.6 Conditions amending the terms and conditions of the RIAO can be negotiated, but are subject to approval by CRA. In case there is no agreement between Ooredoo and the OLO within the stated timeframes, the case shall be referred to CRA who will rule on behalf of the parties in accordance with Article 61 of the Telecommunications Law and with Article 47 of the Executive By-Law.
- 2.7 For the purposes of this RIAO, an Agreement entered into on terms and conditions consistent with those set out in Part Two of this RIAO shall be referred to as an Agreement.
- 2.8 If the OLO requests products outside the Relevant Markets for which Ooredoo is declared dominant, the terms and conditions for the provision of such services can be separately negotiated by the Parties and can remain outside the scope of the Agreement.

3. Assessment of Acceptance Notice

- 3.1 Ooredoo 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) Ooredoo 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 Ooredoo of its intention to have an Agreement under this RIAO supersedes the provision of the Services under that existing agreement.
- 3.2 If Ooredoo 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, providing reasons for rejection to the OLO with the

- notice in this paragraph 3.2(a); and
- (b) Not be required to enter into an Agreement pursuant to the Acceptance Notice. The OLO may submit a revised Acceptance Notice.

3.3 If Ooredoo 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 and Warranties

- 4.1 By submitting an Acceptance Notice, the OLO represents and warrants that:
- (a) It has power to enter into and observe its obligations under an Agreement;
 - (b) It has in full force and effect the authorizations necessary to enter into an Agreement, observe obligations under it and allow it to be enforced;
 - (c) Its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms; and
 - (d) The information provided by it to Ooredoo in its Acceptance Notice is complete, true and correct, and not misleading.
- 4.2 Ooredoo represents and warrants that:
- (a) It has power to enter into and observe its obligations under an Agreement;
 - (b) It has in full force and effect the authorizations necessary to enter into an Agreement, observe the obligations under it and allow it to be enforced; and
 - (c) Its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms.
- 4.3 Each Party agrees to indemnify the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the other Party which arises out of or in connection with any breach of any of the representations given in this clause 4.

5. Effect of Variation

- 5.1 Ooredoo:
- (a) may amend this RIAO from time to time with the approval of CRA or
 - (b) must amend the RIAO if directed by the CRA to do so in accordance with the Applicable Regulatory Framework.
- 5.2 CRA may give the OLO and other industry stakeholders the opportunity to make representations before giving its approval or instruction to Ooredoo. For the avoidance of doubt, Ooredoo will continue to provide services to the OLO during such period.
- 5.3 Without prejudice to an OLO's right to dispute a change to the RIAO, where an Agreement is based on a RIAO, an amendment to an RIAO will be deemed to alter the relevant terms and conditions of that Agreement. However, if the OLO or Ooredoo disputes the change to the RIAO that are directed by the CRA, no amendments to the Agreement will be deemed to

occur unless and until such dispute is resolved.

Part Two: Basic Conditions

Main Body

1. Definitions and Interpretations

- 1.1 In this RIAO, except in cases in which the context would require otherwise, words and terms shall be defined based on the definitions contained in Annex 6 – Dictionary.
- 1.2 If there is any inconsistency between the documents comprising this RIAO, the documents will be given priority in the following order to the extent necessary to resolve that inconsistency:
 - (a) This Main Body;
 - (b) Annex 4 – Pricing;
 - (c) the other Annexes;
 - (d) the attachments; and
 - (e) any other document referred to in this RIAO.
- 1.3 In the event of conflict or ambiguity between the terms defined in the RIAO and terminology used elsewhere, the following sources should guide the interpretation of the term, which is presented in a hierarchical order:
 - (a) The RIAO itself;
 - (b) The regulatory framework including the Telecommunications Law and the Telecommunications Executive By-Law;
 - (c) The Licenses.

2. Commencement and Duration

- 2.1 An Agreement based on the RIAO takes effect on the Commencement Date and shall continue until the expiry or revocation of Ooredoo's License or the termination of an Agreement based on the RIAO in accordance with its terms, whichever comes first.
- 2.2 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 an Agreement based on the RIAO (or such part thereof as may be reasonable in the circumstances) by notice in writing, copied to CRA, to the Party whose License has been suspended or terminated.
- 2.3 This Agreement supersedes and replaces any prior existing agreement with Ooredoo with respect to the Services and/or Network Elements.

3. Scope

- 3.1 This RIAO is intended to establish a framework for the provision of access to and use of Services in the State of Qatar that reflects the Applicable Regulatory Framework to ensure the provision of, and access to and use of the Network Elements and Services:
 - (a) is non-discriminatory, according to the clause 4;

- (b) is fair and transparent.
- 3.2 The Parties agree to establish Services pursuant to the provisions of Annex 1 of this RIAO.
- 3.3 Ooredoo will provide Services to the OLO pursuant to the terms of this RIAO.

4. Non-Discrimination

- 4.1 Ooredoo shall treat the OLO and all requests that the OLO makes for Infrastructure Access Services (whether for existing Services as set out in Annex III or new Services as requested in accordance to clause 15 (New Services) including price and non-price related terms, in a fair, reasonable and non-discriminatory manner.
- 4.2 Subject to any reasonable technical limitations, Ooredoo will provide the OLO with the same terms and conditions for the infrastructure access requirement of the OLO's networks, as Ooredoo provides for itself, or its affiliates and subsidiaries. Ooredoo shall not extend to itself any undue preference. For avoidance of doubt, Ooredoo shall not discriminate against the OLO and shall provide:
 - (a) a technical and operational quality level equivalent to the quality Ooredoo provides itself and to its affiliates;
 - (b) access rules of a technical and operational nature equivalent to that which it accords itself;
 - (c) an economic treatment equivalent to the internal transfer charges or prices Ooredoo provides itself and to its affiliates.
- 4.3 Ooredoo shall provide the OLO with access to Services:
 - (a) in accordance with this RIAO;
 - (b) in accordance with the requirements of the "Instructions issued by The Communication Regulatory Authority to Service providers, Developers and Building Owners for the Installation, operations and access to telecommunications facilities, services and physical infrastructure in the State of Qatar" on 25 August 2013 (Access Principles) as amended from time to time, and the Passive Civil Telecommunications Infrastructure Access Regulations issued on 28 June 2015 as amended from time to time.

5. Network Alteration and Modification

- 5.1 Ooredoo shall give the OLO reasonable notice of any anticipated Network Alteration and (planned) maintenance and repair whether initiated by Ooredoo or a Third Party which has notified Ooredoo.
- 5.2 Where Ooredoo has initiated the Network Alteration and (planned) maintenance and / or repair ('Change') as provided in 5.1 above, Ooredoo shall provide such information that may be reasonably required by OLO to assess the impact on their services. Such information shall be limited to the impact on the Services provided by Ooredoo to the OLO under this RIAO.

- 5.3 Ooredoo and the OLO shall be responsible for the operation and maintenance of their respective infrastructure.
- 5.4 The OLO shall comply fully with Ooredoo Technical Guidelines relevant to the Services included in this RIAO, which are included in the Annexes with this RIAO.

6. Service Schedules

- 6.1 The Service Schedules in Annex 3 provide for definitions and descriptions of the Services offered.

7. Charging for Services

- 7.1 The structure and the amount of the charges for the provision of Services are specified in Annex 4. Charges are set out in Annex 4 and billed and collected in accordance with the processes and procedures specified in clause 17 and 18 of the Main Body of this RIAO.
- 7.2 The Charges paid to Ooredoo by the OLO are set by CRA at a level to ensure that Ooredoo is sufficiently resourced to meet all of the obligations of the RIAO and Annexes, including Annex 7 (Service Levels).
- 7.3 Recurring Charges payable in respect of access to a Network Element shall accrue from the date the Network Element has been provisioned by Ooredoo and Accepted by the OLO, in accordance with Annex 1 (Service Implementation) and with Annex 4 (Pricing).

8. Network Protection and Interference with Other Services

- 8.1 The OLO is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this RIAO to ensure that its Network does not endanger the safety or health of employees, contractors, agents, customers of Ooredoo.
- 8.2 The OLO shall ensure that interconnection of its Network and usage of Ooredoo infrastructure does not:
 - (a) Interrupt, degrade, or impair service over any of the facilities comprising Ooredoo's Network or any facilities of any other entity interconnected to Ooredoo's Network;
 - (b) Breach or impair the security or privacy of any communications over such facilities;
 - (c) Cause damage of any nature to Ooredoo's Network; or
 - (d) Create hazards to employees of Ooredoo or users of Ooredoo's Network.

9. Management of Passive Infrastructure Services

- 9.1 Technical and Commercial Representatives:
 - (a) Within five (5) Business Days of the Commencement Date, the Parties shall each appoint suitably qualified and experienced Technical

Representatives and Commercial Representatives with sufficient authority within each organization as the principal points of contact between the two Parties to coordinate and facilitate the fulfilment of obligations contained herein and all communication on RIAO matters.

- (b) Either Party may request a meeting to address any matter related to RIAO. 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**), as set out in Annex 2 (Operational Procedures), 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 five (5) 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 Network Plan.
- (d) The Technical Representatives and Commercial Representatives of the Parties shall consult together from time to time in connection with the operation and implementation of an 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 an Agreement.

9.2 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) 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.
- (c) 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.

9.3 Joint Passive Infrastructure Access Committee:

- (a) Within fourteen (14) days of the Effective Date, the Parties shall establish a Joint Passive Infrastructure Access Committee in order to maintain currency of the Network Plan which will meet at a frequency to be agreed and recorded in the Network Plan.
- (b) The Joint Passive Infrastructure Access Committee will be the principal forum for the initial and on-going technical and planning discussions. It shall also discuss and resolve matters related to technical, planning, operational, billing and service. There shall be an agreed agenda, which

may include the following:

- Orders status;
- Analysis of Service quality;
- Access issues and status of the faults during the period since the previous meeting;
- Billing processes and billing issues;
- Provision of relevant information and discussion of changes to forms and information to be provided by the OLO;
- Forecasts for maintenance for both parties;
- Other issues related to the operational aspect of the RIAO.

10. Operational Aspects

- 10.1 The Parties shall comply with their respective obligations relating to the operational aspects of Passive Infrastructure Services as outlined in Annex 2 Operational Procedures in a timely and professional manner.
- 10.2 The Parties shall consult together on a regular periodic basis, which shall be no less than every ninety (90) days, in connection with the operation of the Agreement and endeavor to resolve any problems (including but not limited to issues relating to Quality of Service) encountered by them in relation to the operation and implementation of an Agreement under this RIAO. The parties shall make available all relevant primes vested with sufficient authority to resolve issues which may arise in such regularly scheduled meetings.
- 10.3 Each Party will obtain and maintain all necessary licenses and consents required by the Governmental Authorities to meet their obligations under the terms of the Agreement.
- 10.4 Each Party of the Agreement, or such that Party may designate from time to time, will be entitled to undertake any operational testing or maintenance in accordance with the Annex 2 Operational Procedures.

11. Planning and Forecasting

- 11.1 Ooredoo will make available to the OLO:
 - (a) An One (1) year Rollout Plan, to be updated every 6 months;
 - (b) A Quarterly Ready For Service (**RFS**) Plan, detailing the Duct ready for use in the next quarter;
 - (c) For the Areas requested by the OLO and accepted by Ooredoo according to clauses 2.2 and 2.3 of Annex 1 (Service Implementation), Maps and other data of the Areas - including the information defined in Annex 1 (Service Implementation) - quarterly updated.
- 11.2 The availability of the before mentioned information shall not be a precondition to the provision of Services by Ooredoo to the OLO, and the requirements listed above shall not in any way delay or abridge Ooredoo's obligations to provide Services.

12. Ordering and cancellation

- 12.1 Ordering and cancellation procedures of Services shall be as set out in Annex 1 (Service Implementation).

13. Provisioning and Implementation

- 13.1 Provisioning and Implementation procedures of Services shall be as set out in Annex 1 (Service Implementation).

14. Deeming provisions

- 14.1 Ooredoo acknowledges and agrees that some obligations to be performed by it under this RIAO and the Annexes are subject to specified timeframes for completion by Ooredoo and subject to the Service Levels as set out in Annex 7 (Service Level Guarantees).
- 14.2 The Parties agree that, when specified in the RIAO, where a specified timeframe is not met and/or a request has neither been accepted or rejected in a specified timeframe by Ooredoo in accordance with the specific obligation to be performed, the performance of the obligation will be deemed to have been met and/or accepted by Ooredoo. The OLO shall, therefore be entitled to accept the obligation (including acceptance) as completed and performed by Ooredoo and any subsequent actions, rights or obligations by the OLO can be performed according to this RIAO and the Annexes.

15. Provision of Information

- 15.1 Ooredoo is obliged to provide all the information required under this RIAO (Main Body and the Annexes).
- 15.2 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 the provision of Services specified in this RIAO, 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.
- 15.3 Notwithstanding any provision of this RIAO, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party accepts to keep the information confidential.
- 15.4 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.
- 15.5 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 15.6 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, including those relating to confidentiality as per clause 21, by the Disclosing Party or any third party at the time when the information was provided.

- 15.7 An agreement based on this RIAO shall not require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality.

16. Quality of Services

- 16.1 Ooredoo shall meet or exceed the Target Service Levels in accordance with the provisions of Annex 7 (Service Level Guarantees). For specific routes, the Parties may agree in writing to vary the Target Service Levels as set out in the Annex 7 (Service Level Guarantees).
- 16.2 Subject to clause 16.1, in order to measure its performance in providing the Services in accordance with applicable Service Levels, Ooredoo will generate a SLA Report every ninety (90) days for submission to CRA in accordance with the requirements of Annex 7 (Service Level Guarantees) or with further measures CRA may adopt in the future to ensure adequate Service Levels.

17. Billing

- 17.1 Ooredoo shall bill and the OLO shall pay invoices in accordance with the procedures outlined in Annex 4 (Pricing).
- 17.2 The Charges include all taxes and surcharges.
- 17.3 Invoices are due and payable in Qatari Riyals. Invoices will be dated as of the date of issue of the invoice (the **Issue Date**) and are payable on or before the "**Due Date**" which is thirty (30) Calendar Days from the Issue Date.
- 17.4 Ooredoo shall provide to the OLO, invoices of all amounts due to it, calculated in accordance with the provisions of Annex 4 (Pricing).
- 17.5 Neither Ooredoo nor the OLO will be entitled to set off Charges owed to it under an Agreement based on this RIAO or in dispute between the Parties against any charges that Ooredoo or the OLO owes to the other Party under a separate agreement between the Parties.
- 17.6 In the case that an invoice is disputed, the standard payment terms set out in clause 18 shall not apply, and the Parties shall resolve the dispute in accordance with the Billing Disputes process set out in clause 19.
- 17.7 In order for an invoice to be validly issued, Ooredoo must provide together with that invoice, the following documentation to verify the amounts set out in the invoice:
- (a) details of the Billing Period to which the Charges relate;
 - (b) details of the specific Network Elements or Service to which the Charges relate; and
 - (c) dates when a particular Network Element or Service has been made available to OLO, in the case that the Billing Period for such a Network Element is shorter than one quarter period.

18. Payment

- 18.1 OLO shall pay any undisputed invoice issued under the Agreement within 30

calendar days of receipt (the “Due Date”).

18.2 All undisputed amounts must be:

- (a) paid by electronic funds transferred directly to the nominated account of the **Invoicing Party**, or such other means as may be agreed by the Parties; and
- (b) subject to clause 18.5, paid without any counter-claim and free of any withholding or deduction.

18.3 Payments are deemed to be received on the date of receipt by the Invoicing Party.

18.4 Ooredoo may charge interest at a rate equal to the sum of the Central Bank of Qatar base interest rate for the time being in force plus 2% per annum on the undisputed amount of any payment received after the Due Date, from the Due Date until the date it is received.

18.5 If any sum of money, excluding any amount in respect of any Service Credit is payable to OLO by Ooredoo under the Agreement, that sum may be deducted by OLO from the Charges payable by OLO to Ooredoo as a credit against the next invoice which is issued by Ooredoo under the Agreement to OLO. If any amount is payable to OLO by Ooredoo at expiry or termination of the Agreement and there are no more invoices to be issued by Ooredoo, OLO may issue an invoice for the relevant amount to Ooredoo which Ooredoo shall pay within 30 calendar days after its receipt of that invoice.

18.6 If Ooredoo omits or miscalculates the Charges in an invoice (including in circumstances where, after an invoice is submitted to the OLO, the OLO has been invoiced for Charges relating to access to Network Elements that are not owned by Ooredoo), Ooredoo will include those Charges which have accrued but not been invoiced in the first invoice it submits after discovering the omission or miscalculation, and refund any overpayment of Charges paid by the OLO. At the same time, Ooredoo shall provide a written explanation of the omitted or miscalculated Charges to the OLO.

18.7 If the OLO makes an overpayment in error, it must notify Ooredoo within fifteen (15) Business Days of the later of:

- (a) the date of the overpayment; and
- (b) when Ooredoo's notification of miscalculation is not correct or inadequate, the date on which Ooredoo notifies the OLO that it has miscalculated the Charges in respect of an invoice.

18.8 The OLO shall provide Ooredoo with sufficient details for Ooredoo to identify the overpayment. If Ooredoo, (who must act reasonably, in good faith and promptly) verifies the overpayment, Ooredoo will, at its option, either credit the overpaid amount against the next invoice issued to the OLO or if there are no more invoices to be issued to the OLO, promptly return the overpaid amount to the OLO.

18.9 Within fifteen (15) Business Days following the end of each month, the OLO shall submit a written notice to Ooredoo detailing the failures by Ooredoo to

achieve the Service Levels in the previous month. Within seven (7) Business Days after receiving the notice, Ooredoo shall notify whether it accepts or rejects the notice. If Ooredoo accepts the notice or it fails to notify the OLO of its acceptance or rejection of the notice within the seven (7) Business Days, Ooredoo shall either pay the OLO or issue a credit note to the OLO for an amount equal to the Service Credits within ten (10) Business Days after receipt. If Ooredoo disputes a notice it receives from the OLO, the matter shall be escalated for resolution in accordance with clause 23 of the Main Body.

19. Billing disputes

- 19.1 A Billing Dispute is a dispute between the parties which arises because the OLO, acting reasonably, considers there is an error in:
 - (a) the amount of an invoice payable by the OLO under this RIAO; or
 - (b) the amount of any Service Credit provided by Ooredoo under this RIAO.
- 19.2 The OLO shall notify Ooredoo of a Billing Dispute by raising a Billing Dispute Notice to Ooredoo within thirty (30) days of the date the invoice to which the Billing Dispute relates. Ooredoo will acknowledge receipt of the Billing Dispute Notice within two (2) Business Days of receipt by contacting the Billing Representative or the person specified as the OLO's nominated contact person in the Billing Dispute. The Billing Dispute Notice shall describe the OLO's reasons for disputing each item in sufficient detail so as to enable Ooredoo to ascertain the validity of the dispute.
- 19.3 If the Parties do not resolve the Billing Dispute within five (5) Business Days of receipt of the Billing Dispute Notice, the Billing dispute will be addressed in accordance with the Resolution of Disputes under the clause 23 of the Main Body.
- 19.4 Each party must continue to perform all its obligations under the Agreement despite the existence of a Billing Dispute.

20. Credit Assessment and Credit Risk Management

- 20.1 Ooredoo may carry out credit vetting of a prospective OLO. The method to be used by Ooredoo will be communicated to the OLO and will be applied consistently to all OLOs.
- 20.2 If the result of the credit vetting of a prospective or existing OLO confirm that the provision of Services poses a financial risk which is greater than can be controlled by a credit limit (which Ooredoo shall justify), Ooredoo 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 Ooredoo shall not unreasonably refuse to accept any other typical form of financial guarantee proposed by the OLO. The financial security will be subject to quarterly review during the first year of operation and will be removed or reduced where the security or its

level is no longer justifiable. Thereafter, the review procedures relating to OLO set out in clause 20.4 shall apply.

- 20.3 Ooredoo may carry out credit vetting of an existing OLO where Ooredoo has reasonable concern about the ability of the OLO to cover debts including without limitation where Ooredoo has evidence of a poor payment history or the OLO's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the OLO and will be standard to all OLOs. However, if the OLO does not agree with the results of the credit vetting process then the OLO shall be entitled to invoke the Resolution of Disputes under clause 23 of the Main Body.
- 20.4 Should the result of credit vetting of an existing OLO confirm the existence of a financial risk, Ooredoo has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of Service payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and Ooredoo 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.
- 20.5 A financial security may only be required by Ooredoo where Ooredoo has assessed credit risk in accordance with clause 20.2, 20.3 or 20.4.
- 20.6 For avoidance of doubt, any Disputes relating to credit vetting and credit management shall be subject to the conditions set out in clause 23 of this RIAO.

21. Confidentiality and Disclosure

- 21.1 The Receiving Party must:
- (a) Keep confidential all Confidential Information and not disclose it to anyone except as permitted under this RIAO;
 - (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.
- 21.2 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.
- 21.3 Information provided by the Disclosing Party for the purposes of this RIAO shall only be used by relevant staff within the Receiving Party for Services and shall not be made generally available within the Receiving Party's company, and shall not be provided to retail or sales divisions.
- 21.4 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 Infrastructure Access or the provision of Services specified in this RIAO 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.

- 21.5 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 21 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.
- 21.6 Nothing in this RIAO 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.
- 21.7 The provisions of this clause 21 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 21.7(c);
 - (d) Is required to be disclosed by any competent court, the CRA or any Government Authority entitled to receive such information;
 - (e) Is properly disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a stock exchange;
 - (f) Is disclosed by the Receiving Party where such disclosure is 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.
- 21.8 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 21.7 and shall in such circumstances limit such disclosure as far as possible in accordance with any applicable law.
- 21.9 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 conditions set out in this RIAO.

21.10 If the Disclosing Party gives a notice under clause 21.9, 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 21; or
- (c) Destroy or delete (as the case may be) the Confidential Information.

21.11 Subject to clause 21.9, information regarding a Party's Customers generated within the other Party's Network as a result of, or in connection with, the provision of Services by the other Party (Network Information) is the Confidential Information of the first Party and is deemed not to have been disclosed to the other Party for the purposes of this clause 21.

21.12 The obligations of confidentiality under an 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 21.10.

21.13 The Parties acknowledge that:

- (a) A breach of this clause 21 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 21, and that a Party is entitled to seek specific performance or injunctive relief for a breach or apprehended breach of an Agreement under this RIAO.

21.14 During the Term and for a period of five (5) years after termination or expiry of the Agreement each Party shall keep the other Party's Confidential Information confidential.

22. Customer Management

22.1 Information about a Customer is the Confidential Information of the Party which 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 Services under this RIAO must only use that information for the purpose of fulfilling its obligations under this RIAO and not disclose the information or use the information for any other purpose (e.g. for the benefit of the Party's activities).

22.2 The Party that has entered into an agreement with a Customer for the supply of services:

- (a) Is responsible for handling and addressing all complaints and enquiries from that Customer regarding those services, including any billing complaints and enquiries that may arise as a consequence from this RIAO; and

- (b) Must not refer those Customers to the other Party for satisfaction of the matters they are raising or hold the other party responsible for the party's matters with that Customer.

22.3 Each Party must instruct its staff, contractors, agents and employees to refrain from any public statement of the other Party that may arise (or may have arisen) as a result of the operation of this RIAO. For the avoidance of doubt, nothing in this clause 22 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.

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.

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

23. Resolution of Disputes

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

23.2 Should the Parties fail to resolve the Dispute after having negotiated in good faith pursuant to clause 23.1 for not less than fifteen (15) Business Days or an extended timeframe mutually agreed upon in writing, either Party may upon service of notice to the other Party refer the Dispute to:

- (a) CRA, in accordance with the CRA Dispute Resolution Rules issued under Article 61 of the Telecommunications Law. The Parties agree to accept the decision as final and binding or appeal it; or
- (b) Conciliation and arbitration according to clause 23. The Party referring the Dispute to conciliation and arbitration shall notify CRA.

23.3 During the period of Dispute, Ooredoo shall maintain supply of any existing Service.

23.4 Where a Dispute concerning the conclusion, execution, validity, interpretation, termination or dissolution of this RIAO is referred to conciliation and arbitration in accordance with clause 23.2 (b), the Parties shall first seek to resolve the Dispute amicably by conciliation according to

the rules of Qatar International Center for Conciliation and Arbitration (QICCA) of the Qatar Chamber of Commerce & Industry or such other rules as agreed to by the Parties in writing. The following principles will apply to the conciliation process:

- (a) The conciliator shall have the appropriate qualifications and experience to solve the Dispute, including knowledge of the telecommunications industry and legal qualifications;
- (b) The conciliator shall not be or related to an officer, director, or employee of a telecommunications company in Qatar or of an affiliate of a telecommunications company in Qatar or otherwise have a potential for conflict of interest;
- (c) The place at which the conciliation takes place shall be Doha, Qatar, and the language of the conciliation shall be English; and
- (d) All costs of the conciliation procedure shall be shared in the event conciliation is successful in resolving the Dispute, or by the losing party in the event that the Dispute proceeds to arbitration in accordance with clause 23.5.

23.5 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.

23.6 The time limits specified in clause 23.1 and clause 23.5 above may be extended by mutual agreement between the Parties.

23.7 The procedures set out in this clause 23 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 RIAO.

23.8 The procedures set out in this clause 23 shall not prevent any Party from Seeking (including obtaining or implementing) interlocutory, injunctive or any other immediate pre-emptory or equivalent relief from CRA or the competent courts in Qatar in order to protect their interest in cases of urgency.

23.9 Each Party will continue to fulfill its obligations under the applicable laws of Qatar and this RIAO pending any Dispute resolution, and shall keep their networks connected for the provision and conveyance of calls between their respective networks.

24. Breach and Suspension

24.1 Subject to clause 24.3, 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, but only to the extent necessary, such of its obligations under

an agreement based on this RIAO, 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 CRA and may continue unless the 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.

24.2 In addition to clause 24.1 and subject to clause 24.3, a Party (**Suspending Party**) may also suspend an agreement based on this RIAO or the supply of a Service (as the case may be) by providing written notice to the OLO, copied to CRA, if:

- (a) The other Party has committed a Service affecting material breach of the agreement based on this RIAO, 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 CRA, 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 an agreement under this RIAO (including but not limited to failure to pay any sum, whether in respect of any one or more Services, for which the other Party has been invoiced), the Suspending Party has given a ten (10) Business Days' time limit by serving a written notice of such breach to the other Party, copied to CRA, 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 reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service in contravention of law and the Suspending Party has the necessary confirmation from CRA or the relevant governmental agency that the other Party is in contravention of law;
- (d) Compliance with legal or regulatory obligations requires this action immediately;
- (e) Continued operation of an Agreement under this RIAO or an 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 OLO to Ooredoo is untrue, false, misleading or inaccurate and has an adverse material impact on Ooredoo in relation to its supply of Services; or
- (g) Where an Infrastructure Access has been established, the OLO fails to satisfy, or no longer satisfies, the requirement set out in the RIAO, in which case suspension shall be limited to those Services to which the failure relates.

24.3 Ooredoo must only suspend an Agreement under this RIAO or the supply of

a Service (as the case may be):

- (a) After first giving advance notice to the OLO of its intention to seek the written approval of CRA to suspend the Agreement or Services;
- (b) After then obtaining written approval from CRA within 5 Business Days of notifying the CRA. Approval will be deemed to have been granted if no response is obtained from the CRA within 5 Business Days; and
- (c) Only to the extent necessary to address the relevant cause of the suspension.

24.4 Ooredoo will lift the suspension of the Agreement or Services (as the case may be) as soon as possible after the reason for the suspension has ceased.

24.5 If an Agreement under this RIAO is suspended by Ooredoo under this clause 24 for more than forty (40) Business Days, Ooredoo may terminate the Agreement with immediate effect by giving the OLO written notice, copied to CRA.

24.6 Upon suspension of Services:

- (a) The supply of the suspended Service will cease;
- (b) The provision of other Services not covered by the suspension, will continue and not be affected in accordance with clause 24.3;
- (c) The Agreement will otherwise remain in full force and effect;
- (d) The OLO must continue to pay any Charges in respect of the suspended Service for the duration of the suspension of that Service, together with any other Charges for other Services that are not subject to suspension.

24.7 For the avoidance of doubt, the term of an Agreement under this RIAO will not be affected by any suspension of a Service or an Agreement (as the case may be).

24.8 Ooredoo will not be liable to the other Party for any loss or damage (including any Consequential Loss) that the OLO may have suffered as a result of a valid suspension of a Service or an Agreement (as the case may be).

25. Termination

25.1 If a Party (**Defaulting Party**) is in material breach of an Agreement under this RIAO (including failure to pay an undisputed sum due hereunder), the Other Party (**Affected Party**) may serve a written notice to the Defaulting Party (Breach Notice), copied to CRA, 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 an Agreement. The Affected Party shall in its copy of the Breach Notice to CRA request CRA's approval to allow the Affected Party to terminate the Agreement or a Service in the event that the Defaulting Party does not remedy the breach in accordance with an Agreement under this RIAO.

25.2 Notwithstanding the provisions of clause 24.2 of this RIAO, 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 an Agreement under this RIAO in accordance with clause 24.3, as may be reasonable under the circumstances.

25.3 The Affected Party may terminate an Agreement under this RIAO 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.

25.4 An Agreement under this RIAO may be terminated by either Party by written notice forthwith to the other Party if any one of the following occurs:

- (a) A Party formally commences bankruptcy proceedings;
- (b) Bankruptcy proceedings are formally commenced against a Party;
- (c) A Party ceases to carry on business.

25.5 The Parties may at any time mutually agree in writing to terminate an Agreement under this RIAO and the applicable timeframe for doing so, subject to notifying CRA of such termination.

25.6 The OLO may terminate access to one or more Services at any time for convenience by giving not less than 60 business days' written notice to the OLO, all in accordance with the termination policy set forth in Annex 1 (Service Implementation), provided that:

- (a) if the OLO terminates access to a Service less than six (6) months after the Recurring Charges payable for using that Service first accrue in accordance with 7.3, the OLO shall pay Ooredoo an amount equal to the difference between: (i) the Recurring Charges that would have been payable to Ooredoo had the OLO continued to use that Service for a six (6) months period after the Recurring Charges payable for using that Service first accrue in accordance with clause 7.3; and (ii) the total Recurring Charges paid by the OLO to Ooredoo in respect of that Service at the date of termination of that Service (**Termination Compensation**); and
- (b) The OLO shall not be required to pay Termination Compensation pursuant to clause 25.6 (a) if it terminates using the Service as a result of a breach by the Ooredoo of any of its obligations under this RIAO.

25.7 Upon termination or expiry of an Agreement or a Service (as the case may be):

- (a) All sums due and owing under an Agreement or in respect of the terminated or expired Service (as the case may be) immediately prior to termination or expiry, will become immediately due and payable, except for any sums that have not been invoiced at the time of termination or expiry, which will become immediately due and payable upon receipt of the relevant invoice by the other Party;
- (b) Where a Service is terminated or expires:
 - The supply of the terminated or expired Service will cease;

- The provision of other Services, not covered by the termination or expiration, will continue and not be affected; and
 - The Term of an Agreement under this RIAO in relation to other Services will not be affected by the termination or expiration;
- (c) All rights and benefits conferred on a Party under this RIAO or in respect of the terminated or expired Service (as the case may be) will immediately terminate;
- (d) Each Party must for a period of two (2) Calendar Years after termination or expiration, immediately comply with any written notice from the other Party to deliver, destroy, or erase any Confidential Information belonging to that other Party in relation to this RIAO or in respect of the terminated or expired Service (as the case may be).
- 25.8 Upon termination or expiry of an 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 installed or supplied in connection with this Agreement. 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 an Agreement, the other Party may remove that equipment and is entitled to compensation to recover the reasonable costs associated with its removal and storage. If the parties consider it impractical to remove any equipment, including fibre cables, the parties may agree alternative arrangements, including but not limited to reasonable transfer of ownership of the equipment.
- 25.9 If within thirty (30) Business Days after termination or expiry of an 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.
- 25.10 The Party that terminates an Agreement or a Service (as the case may be) is not liable to the other Party for any loss or damage (including any Consequential Loss) incurred by the other Party in connection with the valid termination of an Agreement or a Service (as the case may be).
- 25.11 Termination of an Agreement or a Service (as the case may be) shall not be deemed a waiver of a breach of any term or condition thereof and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.

26. Notices

26.1 A notice shall be regarded as duly served if:

- (a) delivered by hand to the address of the respective receiving Party and

- exchanged for a signed receipt – in this case, the notice shall be regarded as received at the time of actual delivery; or
- (b) sent by recorded delivery service – in this case, the notice shall be regarded as received on the day that it is actually received, but if it is received on a day that is not a Business Day or after 15:00 on a Business Day, it is regarded as being received on the following Business Day.

26.2 Except if otherwise specifically provided or mutually agreed by the Parties all notices and other communications relating to the Agreement shall be in writing and shall be sent to the contact points and addresses as set out in clause 9.

27. Assignment and Novation

27.1 Without prejudice to the Applicable Regulatory Framework, a Party must not assign, transfer or novate an Agreement or any rights, benefits or obligations under it, in whole or in part, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign an Agreement to an affiliate or in connection with the sale of all or a substantial part of its business or assets, provided that the assignee undertakes in writing to assume all obligations and duties of the assignor and that such assignment materially alters neither the legal or regulatory requirements nor the rights and duties arising hereunder of the assignor.

28. Relationship of Parties

- 28.1 The relationship between the Parties is that of independent contractors.
- 28.2 Nothing in the Agreement under the RIAO is to be construed to create a partnership, joint venture or agency relationship between the Parties.
- 28.3 Neither Party may attempt to bind or impose any obligation on a Party or incur any joint liability without the written consent of the other party except as expressly set out in the Agreement under this RIAO.

29. Use of Subcontractors

- 29.1 A Party may only subcontract the exercise of its rights or the performance of any of its obligations under this RIAO as provided by this clause 29.
- 29.2 If a Party engages a subcontractor to exercise its rights or perform its obligations under this RIAO, that Party:
- (a) Must ensure that the subcontractor complies with all the terms and conditions of an Agreement under this RIAO to the extent relevant; and
 - (b) Will remain primarily responsible and liable to the other Party for:
 - All acts and omissions of the subcontractor; and
 - The performance of its obligations, notwithstanding that performance of such obligations may have been subcontracted by that Party to a subcontractor.

- 29.3 Any consent or approval of a sub-contractor under this clause 29 does not create a contractual relationship between a Party and the other Party's subcontractor

30. Intellectual property rights

- 30.1 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 RIAO shall be deemed to confer any right or title whatsoever or license of the intellectual property rights of one Party to the other, and nothing in the Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.
- 30.2 Where the Intellectual Property is developed in connection with performance of this RIAO 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 RIAO the other Party shall have a license at no cost to use the Intellectual Property for the Approved Purpose.

31. Review

- 31.1 Apart from what expressly stated in clause 5.1 of Part One (Effect of Variation), Either Party may request a review to modify or amend an Agreement under this RIAO by serving a Review Notice to the other Party if:
- (a) Either Party's License is materially modified with respect to an Agreement (whether by amendment or replacement); or
 - (b) A change occurs in a law or regulation governing or relevant to Telecommunications in Qatar that is material to an Agreement; or
 - (c) The Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
 - (d) A material change occurs, including enforcement action by CRA, that affects or reasonably could be expected to affect the commercial or technical basis of an Agreement; or
 - (e) The rights and obligations under this RIAO are assigned or transferred by the OLO.
- 31.2 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 31.1 of this RIAO.
- 31.3 A review shall take place following changes either mandated or approved by CRA to the Agreement to the extent that such review is required to make the Agreement consistent with any regulation, rule, order, notice or License. Any such changes shall be effective based on the timeframes as instructed by the CRA.
- 31.4 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 an Agreement.

- 31.5 For the avoidance of doubt, the Parties agree that notwithstanding a Review Notice, an Agreement shall remain in full force and effect.
- 31.6 If the Parties fail to reach an agreement on the subject matter of any Review Notice within 90 Calendar Days, the provisions of clause 23 of this RIAO shall apply.
- 31.7 The Parties shall as soon as practical enter into an Agreement to modify or replace an Agreement under this RIAO 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 a CRA determination or may appeal such determination.
- 31.8 Ooredoo shall update the Agreement to take account of any appropriate changes to the RIAO, the regulatory framework or the Services offered by Ooredoo under the Agreement. Such amendments will be submitted to CRA for approval no less than fifty (50) Business Days prior to the effective date of any such changes.

32. Entire Agreement

- 32.1 This RIAO refers to the whole Agreement between the Parties in relation to the subject matter of this RIAO and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this RIAO.
- 32.2 The continuation of any provisioned Service previously provided to the OLO prior to the Commencement Date is hereby deemed to be a Service subject to the terms of the Agreement based on this RIAO.

33. Survival and Merger

- 33.1 Clauses 21 (Confidentiality and Disclosure), 30 (Intellectual Property Rights), 46 (Warranties), 47 (Liability), 49 (Governing Law), 50 (Indemnities), and this clause 33 shall survive termination or expiry of an Agreement together with any other term which by its nature is intended to do so and shall continue in full force and effect for a period of six (5) years from the date of termination or expiry unless otherwise agreed by the Parties.
- 33.2 No term of an Agreement under this RIAO merges on completion of any transaction contemplated by this Agreement.

34. Waiver

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

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

35. Consents and Approvals

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

36. Amendments

- 36.1 Except where otherwise expressly provided for in an Agreement, no amendment, variation, supplement or waiver of any provision of an Agreement shall be effective except by a written instrument signed by the duly authorized representatives of both Parties.
- 36.2 Any amendment, variation, supplement and waiver to an Agreement under this RIAO, including its Annexes, shall not be effective until it has been notified to, and approved by CRA. CRA shall be entitled to provide its decision to approve or reject the agreed amendment, variation, supplement or waiver, within thirty (30) Calendar Days of the notification to the extent that such amendment, variation, supplement and waiver to an Agreement is not in conformity with the ARF. If no response is provided by the CRA within the prescribed time, the amendment, variation, supplement and waiver to an Agreement is deemed approved.
- 36.3 No amendments, variations or supplements shall affect the validity or enforceability of any of the remaining provisions of an Agreement.

37. Third Party Rights

- 37.1 Except as expressly provided in this RIAO, each Party that executes an 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.

38. Counterparts

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

39. Costs, Expenses and Duties

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

40. Obligations in Good Faith

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

41. Insurance

- 41.1 Each Party must have in force and maintain for the term of this RIAO 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.
- 41.2 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 41.1.

42. Dealing with Government

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

43. No Prior Representations

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

44. Further Assurances

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

45. Force Majeure

- 45.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under an Agreement to the extent that performance of such obligation is prevented by a Force Majeure.
- 45.2 The Party initially affected by a Force Majeure shall, as soon as is reasonably practicable, notify the other of the **Force Majeure event**, copying CRA, describing the effect of the Force Majeure event on the performance of obligations under an Agreement and of the estimated extent and duration of its inability to perform or delay in performing its obligations (**Force Majeure Event Notification**).
- 45.3 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.
- 45.4 If as a result of a Force Majeure, the Party is prevented from performing its

obligations under an Agreement, such Party shall, subject to the provisions of clause 45.5 of an 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.

45.5 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 an 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.

45.6 If the effects of such Force Majeure continues for:

- (a) A continuous period of less than sixty (60) Business Days from the date of the Force Majeure Event Notification (whether or not notice of cessation has been given pursuant to clause 45.3 of this RIAO) any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.
- (b) A continuous period of sixty (60) Business Days or more from the date of the Force Majeure Notification (and notice of cessation has not been given pursuant to clause 45.3 of this RIAO), either Party shall be entitled (but not obliged) to terminate an 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 45.3 of this RIAO is received by the Party that was not initially affected by a Force Majeure prior to the expiry of the thirty (30) Business Days termination notice. If an Agreement is not terminated in accordance with the provisions of this clause 45.6, 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.

46. Warranties

46.1 Each Party warrants that, as at the Effective Date and continuing throughout the Term:

- (a) It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated;
- (b) It has all necessary corporate power and authority to own and operate its assets and to carry on its business as presently conducted and as it will be conducted under an Agreement;
- (c) It has all necessary corporate power and authority to enter into an Agreement and to perform its obligations under the Agreement, and the execution and delivery of the Agreement and the consummation of the

- transactions contemplated in the Agreement have been duly authorized by all necessary corporate actions on its part; and
- (d) The Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms
 - (e) That any information provided is complete, true and correct, and not materially misleading.

47. Liability

- 47.1 To the extent permitted by law and subject to clause 46.12 below, neither Party is liable to the other Party except as provided in this clause 47 and clause 50.
- 47.2 Each Party shall exercise the reasonable skill and care of a competent OLO in the performance of their obligations under an Agreement.
- 47.3 Notwithstanding anything else in this clause 47 and subject to clause 46.12 below, neither Party is liable to the other Party for any Consequential Loss suffered by the other Party arising from, or in connection with, an Agreement.
- 47.4 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 an Agreement, that are not expressly stated in this RIAO, are excluded.
- 47.5 Notwithstanding anything to the contrary in this RIAO, 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 RIAO; or
 - (c) Any other liability that cannot be excluded by law.
- 47.6 Subject to clause 47.5 and clause 47.12 below, the maximum aggregate liability of each Party to the other Party for all damages, losses and expenses arising under or in connection with an Agreement, whether that liability arises in contract (including under an indemnity), tort (including negligence or breach of statutory duty), under statute or otherwise, for all events in a 12 month period shall be limited to one hundred percent (100%) of the Charges paid under an Agreement or ten (10) million Qatari Riyals (whichever is the less).
- 47.7 Each Party acknowledges and agrees that its liability to pay any amounts as Service Credits or liquidated damages shall not count towards the cap on liability under clause 47.6.
- 47.8 A Party's liability to the other Party arising from or in connection with this RIAO (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.

47.9 Subject to clause 47.12 below, neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, this RIAO 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.

47.10 Subject to clause 47.12 below, either 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), where that liability could legally have been excluded or reduced in that contract by the other Party.

47.11 To the extent that this RIAO Agreement contains a Service Credit (or similar rebate or remedy) in relation to the performance by a Party (**Liable Party**) of an obligation in relation to a Service Level (or similar obligation) and the other Party seeks to obtain the benefit of that Service Credit (or similar rebate or remedy), that Service Credit (or similar rebate or remedy) shall be the sole and exclusively liability of the Liable Party to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party against the Liable Party in connection with the performance of that obligation.

47.12 Where the OLO has obtained access to D56 Ducts and third party Ducts on end-user premises and where the OLO has caused a disruption in the Ooredoo's End-User Services on these premises, whether through negligence or otherwise during the OLO's installation of its Fibre Cable or through maintenance of its Fibre Cable, the OLO shall be liable to Ooredoo for any loss, consequential loss, damage or any liability arising of such End-User Service disruption and shall hold Ooredoo harmless against any action brought by any Third Party against Ooredoo for any loss, damage or liability caused by such disruption. Ooredoo shall have the same obligations and liabilities if it causes a fault to the OLO's infrastructure that use the same duct.

48. Severability

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

49. Governing Law

49.1 The interpretation, validity and performance of this RIAO shall be governed in all respects by the laws of Qatar.

49.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Qatar.

50. Indemnities

- 50.1 Subject to clauses 50.2, 50.3 and 50.4, 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) Subject to clause 47.5, 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 RIAO;
 - (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 RIAO 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 RIAO Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party.
 - (d) Any losses, cost, claims, damages, expenses, liabilities, proceeding or demands by a Third Party against the Indemnified Party pursuant to a disruption in End-User Service as described in clause 47.12 above.
- 50.2 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 an Agreement by the Indemnified Party or its employees, representatives, contractors or agents.
- 50.3 The obligation of the Indemnifying Party to indemnify the Indemnified Party under this clause 50 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.
- 50.4 Each provision of this RIAO 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.



[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

ANNEX 1: SERVICE IMPLEMENTATION

RIAO Approved by CRA

(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.

ANNEX 1: SERVICE IMPLEMENTATION

Contents

| | |
|---|----|
| Contents..... | 2 |
| 1. General..... | 4 |
| 2. Ordering Process..... | 4 |
| 3. Capacity Assessment and Allocation | 11 |
| 4. Provisioning and Implementation..... | 17 |
| 5. Supporting systems and information | 27 |
| 6. Contractors | 30 |
| 7. Blockage clearance..... | 32 |
| 8. Approved materials and techniques | 34 |
| 9. Supervision and Oversight..... | 35 |
| 10. Appendices..... | 36 |
| Appendix 1: Area Access Request Form and Revised Area Access Request Form..... | 36 |
| Appendix 2: Route Access Request Form and Updated Route Access Request Form..... | 38 |
| Appendix 3: Data format for Access Request | 40 |
| Appendix 4: Site Survey Request Form..... | 41 |
| Appendix 5: Provisioning Request form and Revised Provisioning request form | 43 |
| Appendix 6: Acceptance testing form..... | 45 |
| Appendix 7: Completion notice form..... | 46 |
| Appendix 8: Implementation Acknowledgement form..... | 47 |
| Appendix 9: Blockage Removal Request Form and Revised Blockage Removal Form | 48 |
| Appendix 10: Blockage Removal Response Form..... | 49 |
| Appendix 11: Single Route Infrastructure Lease Form and Duct Infrastructure Lease Form..... | 50 |
| Appendix 12: Property identification conventions..... | 52 |
| Appendix 13: Network Elements Lease Termination form | 53 |



Appendix 14: Landlord Consent Form..... 54

Appendix 15: Premises Provisioning Request Form..... 55

Appendix 16: Bulk Premises Provisioning Request Form..... 56

1. General

1.1 Background

This Annex sets out the procedures for the following:

- (a) The ordering, provisioning and delivery of access to Ooredoo Network Elements; and
- (b) The procurement by Ooredoo of its Network Elements for use by the OLO and installation of Fibre Cables and other Network Infrastructure within Ooredoo's Network Elements.

1.2 Conditions of supply

Ooredoo will only provide the OLO access to its Network Elements, if:

- (a) The OLO requests access to the Network Elements, in accordance with the ordering and provisioning processes set out in this Annex;
- (b) The OLO is accepted as a qualified OLO and has met all compliance obligations as set out in the Main body;
- (c) Ooredoo determines that access to the requested Network Elements in accordance with this Annex, Annex 5 (Interconnection) and Annex 8 (Technical Guidelines) which includes Ooredoo Technical Specifications needed for the implementation of an Agreement based on the RIAO.
- (d) The access to Ooredoo Network Elements is subject to Ooredoo Security and Safety regulations as defined in Annex 9,

2. Ordering Process

2.1 General

- (a) OLO may submit a request to Ooredoo for access to:
 - i a specific Network Element or collection of Network Elements owned, leased or operated by Ooredoo.
- (b) OLO may request access to such a Network Element or Elements, at its discretion, for:
 - i a specific route with defined start and end points, covering all Network Elements within that route, for instance in the case of a duct route;

- ii a selection of routes that may have discrete start and end points or else have start points that coincide with other routes' end points; or
 - iii a specific Network Element or collection of Network Elements within a specific route or area.
- (c) OLO may request access to Network Elements by:
 - i submitting a Route Access Request in accordance with clause 2.4(c), which Ooredoo shall respond to in accordance with the Service Levels set out in Annex 7; or
 - ii submitting an Ad Hoc Route Access Request in accordance with clause 2.4.
- (d) Without prejudice to this Annex 1, the parties shall comply with the operational procedures for obtaining physical access to Ooredoo's Network Elements as set out in Annex 2 (Operational Procedures).
- (e) An Ad Hoc Route Access Request is defined in Section 2.4 (e).

2.2 Access Request principles

- (a) The OLO may request access to a Network Element or Network Elements by submitting to Ooredoo:
 - i An **Area Access Request (AAR)** for a specific Network Element or collection of Network Elements within a specific area.
 - ii Subject to submitting an AAR, a **Route Access Request(s) (RAR)** for a specific route with defined start and end Points A and B. For clarity, although the RAR has two end points A and B, branching of the route between both ends is always allowed with as many branching levels (connected to each other within the route) as may be needed to enable the rollout of the OLO network. The RAR will cover all Network Elements in that route A to B, including the branching and including the lead-in ducts that connect the Ooredoo Joint-Box to the End-User premises boundary in accordance with the requirements of this Annex 1, in particular the requirements set out in the clause 2.5, the Service Levels at Annex 7 (Service Levels) and in the forms set out in either Appendix 1, or Appendix 2 sent to the Ooredoo Relationship Manager or where established, through an agreed Central Portal. For clarity RAR shall include all types of Ducts (including D54 and D56) including the lead-in ducts/sub ducts that connect the end user premises as well as all types of Joint Boxes and Manholes subject to the requirements defined in 3.2(g).

- (b) The AAR should be defined by Map references that define the boundaries of the area. Each AAR shall not exceed three (3) Zones in Qatar. Zone boundaries are used as the references.
- (c) The validity of the information provided for a specific AAR is ninety (90) calendar days starting from the date the information of 2.3 (j) is provided by Ooredoo and any RAR submitted during this ninety (90) calendar day period shall extend the validity of the AAR indefinitely. If no RAR is submitted within this period, the AAR shall expire and the OLO shall be required to submit a new AAR for the Area in which the OLO wishes to use Ooredoo Network Elements. Each RAR submitted pursuant to an AAR shall be charged in accordance with the charges set out at Annex 4 of this RIAO.
- (d) Ooredoo will process one AAR per two (2) week period. The first period being the 1st to the 15th of the given month and the second period being the 16th to the last day of the given month.
- (e) Ooredoo shall invoice the OLO for the AAR as per Annex 4. The OLO shall pay the amount invoiced within thirty (30) calendar days. The process shall be suspended if the OLO fails to pay the invoice in the prescribed time above.

2.3 Area Access Request

- (a) The OLO may submit an AAR to Ooredoo.
- (b) An area access request shall include the details defined in the Access Area Request Form at Appendix 1: of this Annex 1. Appendix 1:
- (c) Ooredoo shall, within five (5) Business Days of receipt of an AAR, review the AAR provided by the OLO. If the OLO:
 - i Provided the information requested in Appendix 1, Ooredoo shall approve the AAR and inform the OLO that the AAR is accepted; or
 - ii Did not provide the information requested in Appendix 1, Ooredoo shall return the AAR to the OLO specifying which information was missing (**Further Information Request**) from the OLO in order for it to comply with the requirements of clause 2.3b.
- (d) Within ten (10) Business Days of receipt of the Further Information Request, the OLO must respond to the Further Information Request and provide the missing information (**Revised AAR**), using the form included in Appendix 1: (**Revised Access Request Form**).
- (e) If, within ten (10) Business Days, the OLO fails to submit the Revised AAR as specified in clause 2.3(d) then the AAR shall be considered cancelled.

- (f) Ooredoo shall approve the AAR within five (5) Business Days from the date of receipt of the Revised AAR from the OLO by return of the AAR Form in Appendix 1: countersigned by Ooredoo. Ooredoo shall issue a Further Information Request only once and if the OLO fails to provide the missing information required in that Further Information Request, the AAR shall be cancelled as per clause 2.3(e).
- (g) Ooredoo shall process requests for access to the Network Elements (including any RARs for a specific Network Element submitted by the OLO) in chronological order, based on the time each Access Request is received, unless otherwise agreed in writing by the Parties.
- (h) Within 15 Business Days of acceptance of the AAR or the Revised AAR as the case maybe, Ooredoo shall provide copies of available information as per clause 2.3 (j) below to OLO to allow OLO to define specific network element and route requests.
- (i) If Ooredoo does not respond to the OLO in accordance with the requirements of clause 2.3(c), (f) and (h) above within the required timeframes, the Area Access Requests contemplated under those clauses shall be deemed to have been approved by Ooredoo. Non-response does not exclude Ooredoo from the obligation to provide the information required by clause 2.3 (j) in response to the AAR.
- (j) Within fifteen (15) days of an acceptance of the AAR, Ooredoo shall provide copies of maps, GIS information and network data that the OLO can use to define specific network element and route requests that comply with the definitions and data used within Ooredoo's own network design and operations to be completed.

2.4 Route Access Request

- (a) A Route Access Request (RAR) defines the ducts and other network information that the OLO requires access to. The information to be submitted by the OLO to Ooredoo is defined in Appendix 2:
- (b) Within the 90 days of validity of the AAR as defined in 2.2(c) above, the OLO may submit RARs requesting access to a Network Element or Elements by submitting the Access Request Form set out in Appendix 2: to the Ooredoo Relationship Manager in accordance with the process set out in clause 2.5 (**Route Access Request process**). The OLO shall specify if the RAR is Normal or Ad-Hoc, where relevant.
- (c) RARs submitted and accepted by Ooredoo in accordance with clause 2.5 shall be considered a **Normal RAR**.

- (d) Normal RARs accepted in accordance with clause 2.5 shall be processed by Ooredoo in accordance with the Service Levels set out in Annex 7.
- (e) An Ad Hoc request shall be provided with better timeframes than defined here or in Annex 7, or alternatively it may have different tasks and timelines. The request may also be arise as per clause 4.4(f). The Service levels of Annex 7 will not apply to an Ad Hoc request.
- (f) The tasks and charges of an Ad Hoc request, as well as any possible Service Levels will be subject to agreement by the Parties. The general requirement to offer and deliver an Ad Hoc service, forms part of the RIAO and the CRA is entitled to intervene according its power as defined by the Applicable Regulatory Framework should the negotiations fail to gain agreement.

2.5 Route Access Request process

- (a) The OLO shall:
 - i Pursuant to clause 2.4(b) submit to Ooredoo a RAR using the RAR Form in Appendix 2: the following information:
 - a. except where the RAR is for a single Network Element, a map of the route and/or areas/zones that the RAR covers, including the length of the route within which the Network Elements reside;
 - b. an estimate of the number and type of Network Elements contained within the route and/or areas;
 - c. the name, address and GPS co-ordinates for the A-end and B-end and specific route path for which OLO requests Routes;
 - d. the name, address and GPS coordinates and description of all other Network Elements OLO requests;
 - e. an estimate of the number of kilometres of Ducts in respect of which OLO is seeking access, broken down by Route;
 - f. the overall specification of the fibre-optic cabling along with associated product data sheets that OLO intends to install in the Route. For the absence of doubt the OLO shall respect the Ooredoo standards and technical specifications referred to in this RIAO.
 - g. the number, size and model type of the splice closures and associated product data sheets that OLO expects to be used on the proposed Route(s), and the expected locations of these closures. For the absence of doubt, exact numbers actually

required may vary from this value and the OLO is required to specify what it expects. Final implementation may require some variance that may impact the final duct or manhole occupancy and fees;

- h. general locations (within 500m) of all coiled cabling within a requested Route;
 - i. the information specified in 2.5(a)(i)(c) and (d) above electronically in the form of physical coordinates and other GIS information in the data format set out in Appendix 2.
- (b) In the case of an Ad Hoc RAR, the OLO may at any time submit to Ooredoo a RAR Form or as agreed in the Ad Hoc service definition. The same process may apply as for a normal RAR, subject to the variations defined in 2.4 above
- (c) Ooredoo must, within five (5) Business Days of receipt of a RAR, review the request and:
 - i if the information submitted meets or exceeds the information listed in clause 2.5(a) that defines the minimum requirements, accept the RAR and approve such RAR and inform the OLO that the RAR is accepted; or
 - ii if the information submitted does not meet the information listed in clause 2.5(a), return the Access Request, as the case may be, to OLO and specify clearly the information missing and required from OLO in order for it to comply with clause 2.5(a) (**Further Information Request**).
- (d) Within fifteen (15) Business Days of receipt of the Further Information Request, OLO must, respond to the Further Information Request and provide the requested missing information, as specified by Ooredoo in the Further Information Request, by submitting the **Updated RAR** as in Appendix 2.
- (e) Ooredoo shall review the Updated RAR submitted by the OLO and, within five (5) days, shall:
 - i Approve the Updated RAR, if the OLO provided the missing information specified in the Further Information Request, or
 - ii Send to the OLO a Further Information Request specifying clearly the information still missing and required from OLO in order for it to comply with clause 2.5 (a) of this Annex. In this case, the process will then flow as per clause 2.5(c)ii.
- (f) For the avoidance of doubt:

- i Ooredoo is not obliged to respond to a RAR in respect of which Ooredoo issues a Further Information Request until OLO has complied with and provided the information included in the Further Information Request pursuant to clause 2.5(g) above;
 - ii if OLO does not respond to the Further Information Request in accordance with clause 2.5(c) or 2.5(d) within fifteen (15) Business Days, then the ordering and provisioning process under this Annex in respect of the relevant RAR will terminate and be considered an Abandoned Access Request as described in clause 5.4; and
 - iii Ooredoo may reject the Updated RAR only on the grounds that the information required with the Further Information Request has not been provided by the OLO and still not compliant with the minimum requirements specified in clause 2.5 (a). Where the OLO has still not provided the complete information as required, Ooredoo shall issue a subsequent and final Further Information Request.
 - iv Upon making a RAR for a specific and definable route (A to B) and where the OLO has provided Ooredoo with the details required under in the RAR, the OLO shall request Ooredoo to conduct a **Desk Survey** Report subject to clause 2.5(f). Desk Survey may be omitted by mutual agreement.
- (g) Subject to 2.5(g) below, Ooredoo shall, within five (5) Business Days of approving a request in accordance with clause 2.5 provide a written report containing all relevant information in Ooredoo's possession relating to the RAR. Such information (where available) shall be limited to ducts, joint boxes and manholes from the GIS system and shall be provided in XML format and shape files. Duct space records shall be provided in pdf format, together the "**Desk Survey Report**". The Desk Survey Information shall be valid for a period of ninety (90) calendar days and any activity pursuant to the Desk Survey Information submitted after the ninety (90) day validity period shall be considered void. Information shall include
 - i all relevant information in Ooredoo's possession relating to the Access Request, including infrastructure plans, GIS and XML data and duct and ducts space records (where available);
 - ii a preliminary assessment of Available Capacity in accordance with clause 3.2 based on information in Ooredoo files; and
 - iii any Capacity Constraints by segment of Network Element that are known, based on existing information that may be in the Ooredoo files. Therefore known constraints shall be provided.

- (h) Ooredoo shall process requests for access to a specific Network Element (including any RARs for a specific Network Element submitted by OLO) in chronological order, based on the time each RAR is received, unless the OLO requests, in writing, altered priorities of requests and each request is within the normal process timeline. Durations of Ad Hoc requests that are not to the normal process timelines shall be agreed with Ooredoo when the Ad Hoc service is defined. The timing of the Ad Hoc requests shall be in chronological order based on the time each RAR is received, and if the OLO requests in writing that the Ad Hoc request order should to be altered, then this shall be subject to Ooredoo agreement.
- (i) Ooredoo shall not be required to conduct Desk Surveys during any 2-week period in a given month (the first period being the 1st to the 15th of the month and the second period being the 16th to the last day of the month) in respect of Network Elements that are in excess of three hundred and fifty (350) km.

3. Capacity Assessment and Allocation

3.1 Site surveys

- (a) The OLO may, at any time after receiving a Desk Survey and within the validity of the Desk Survey Information, request physical access to the relevant Network Element(s) to conduct a Site Survey in order to continue the Access Request. The Site Survey may be requested with regard to the Network Element(s) that are the subject of an Access Request and subject to clause 2.
- (b) The Site Survey request may be submitted by the OLO:
 - i As part of the RAR, as the RAR defines the elements to which access is required, or
 - ii As separate request, to survey different elements subject to those elements being part of the submitted RAR, for example as a result of information provided in the Desk Survey.
- (c) The OLO is required in any case to notify Ooredoo of the survey plans to enable supervision, in line with the below clause.
- (d) Subject to the limitations set out in this clause, Ooredoo shall provide access to OLO to carry out a Site Survey within five (5) Business Days of receiving a request submitted according to clause 3.1 (b).
- (e) The OLO shall notify Ooredoo five (5) Business days in advance of any such survey if it or an Approved Contractor carries out the survey.

- (f) Site Surveys shall include the physical surveying of Network Elements, Duct testing, and possible rodding.
- (g) OLO may select a contractor from the list of Approved Contractors specified under the Agreement to conduct the Site Survey on its behalf. Ooredoo shall provide full access to the relevant Network Elements (in accordance with Annex 2 – Clause 4) for conducting the Site Survey.
- (h) If following the Site Survey results, the OLO requests an alternative route, the following obligations shall apply, but these shall not limit the options defined in Section 3.3 Capacity constraints:
 - i Where the alternative route is not included in the routes submitted in the original AAR or are in an Area for which an AAR is not valid, the OLO shall submit a new AAR in accordance with clause 2.3 of Annex 1; and
 - ii Where the alternative route is not included in the RAR but included in this, or another valid Area with an approved AAR, the OLO shall submit a new RAR subject to clause 2.2(c) and in accordance with clause 2.4 and 2.5 of Annex 1. The new RAR does not require any survey of elements already surveyed under the original RAR.
- (i) Ooredoo is required to grant OLO access to Site Surveys during any 2-week period (the first period being the 1st to the 15th of the month and the second period being the 16th to the last day of the month) in respect of Network Elements that cover a duct distance of up to three hundred and fifty (350) km. For the avoidance of doubt, this means that Ooredoo is required to grant OLO access to Site Surveys with a maximum duct distance of seven hundred (700) km per calendar month, provided that this maximum is equally divided between the first and second half of each month). Ooredoo and OLO shall agree on a calendar regarding site surveys in particular whenever such activity is scattered across the State of Qatar.
- (j) OLO shall ensure that Ooredoo receives a written report with the results of the Site Survey within thirty (30) Business Days of completion of the Site Survey (“**Site Survey Results**”). Where the survey identifies major differences in the observations from the information provided by Ooredoo and/or from the information in the Access Request, such differences shall be defined in detail. Where the survey identifies problems that affect deployment as defined in the Route Access Request (such as lack of space or blockages etc.), these shall be defined in detail. The OLO acknowledges and agrees that Ooredoo's network is in constant evolution and, therefore, the validity of any Site Survey results is limited to ninety (90) business days and the next activity should make use of the survey before its expiry. The next

activity (or activities), if started before the expiry date, is not suspended even if the task completion extends beyond the expiry date.

- (k) Within five (5) Business Days after receiving the Site Survey Results, Ooredoo shall either notify OLO that:
 - i it accepts the Site Survey Results, or
 - ii it disputes any of the findings contained in the Site Survey Results.
- (l) In case Ooredoo disputes any of the findings contained in the Site Survey Results:
 - i Ooredoo and OLO shall undertake joint site survey of the requested Network Elements utilizing a vendor from the list of Approved Contractors specified under the Agreement to conduct the Site Survey on its behalf ("**Second Site Survey**") for the Network Elements surveyed in 4.2(e) of Annex 1. Each operator shall bear its own costs with regard to the joint site survey, including the costs of attending the Second Site Survey; and
 - ii Ooredoo shall ensure subject to timely cooperation from OLO and Ooredoo, that the joint Second Site Survey is completed within five (5) Business Days of receiving the Site Survey Results from OLO pursuant to clause 3.1(j). For the avoidance of doubt, Ooredoo is not responsible for any delay concerning the joint site survey caused by the OLO.
- (m) If the results of the Second Site Survey differ in a material manner from the Site Survey Results, the parties shall meet as soon as reasonably practicable to attempt to reconcile the differences within five (5) Business Days. If the parties cannot reach agreement on the results of the Site Surveys, then either party may refer the dispute to be resolved in accordance with clause 14 of the Main Body of the RIAO (Dispute Resolution).
- (n) If Ooredoo accepts the Site Survey Results or the parties otherwise reach agreement on the results of the Site Survey, then the Site Survey Results shall determine Available Capacity in accordance with clause 3.2. This Site Survey shall then form part of the Provisioning Request submission.
- (o) Where a Site Survey indicates to the OLO a requirement to interconnect with Ooredoo Network Element, an Interconnection Request may be made by the OLO in accordance with Annex 5 (Interconnection). If the Interconnection request is approved in accordance with the requirements of Annex 5 (Interconnection) or a revised Interconnection Request is requested by Ooredoo and subsequently approved in

accordance with the requirements of Annex 5 (Interconnection), and subject to clause 7 of this Annex (Blockage Clearance), the OLO may submit a request for the provisioning of the Ooredoo Network Element in accordance with clause 4 of this Annex 1. The validity of any approval pursuant to an Interconnection request shall be limited to six (6) months.

3.2 Approach to determining and allocating Available Capacity

- (a) For a Route Access Request to proceed there must be capacity available for the OLO. This section defines the approaches that are used as part of the approval process that allows the subsequent implementation processes to be completed, if there is capacity available.
- (b) For the purposes of this RIAO, the amount of capacity in a Duct that will be available for the OLO use shall be based on the following principles:
 - i the whole volume of the relevant Duct, not taking into account any contents of the Duct (**“Gross Capacity”**);
 - ii the capacity of the Duct that may be effectively used for installation of cables, which is the Gross Capacity of the relevant Duct, less unusable space due to round geometry of cabling, which for the purposes of each Access Request shall be 20% of the Gross Capacity as determined by the parties, each acting reasonably, based on the Site Survey Results and which may include information from Desk Survey or other information supplied by Ooredoo in response to the Access request where this assists. (**“Effective Capacity”** – which is therefore 80% of the gross capacity);
 - iii necessary vacant space needed for maintenance purposes, which, for the purposes of each Access Request shall be the volume of the largest single existing or planned cable in the same duct (**“Maintenance Capacity”**), and
 - iv the space used by existing cables, which is the sum of the cross sectional areas of each of the existing cables in the relevant duct.
- (c) The capacity of the Duct that may be used for placement of additional cables shall be calculated as the Effective Capacity of the relevant Duct less the Maintenance Capacity and space used by existing cabling. (**“Usable Capacity”**).
- (d) For the avoidance of doubt, ascertaining the exact amount of unusable space due to the round geometry of the cabling shall only be undertaken pursuant to clause 3.2 (b) if less than twenty five percent (25%) of Gross

Capacity less Maintenance Capacity is vacant, taking into account the space of existing and planned cabling.

- (e) Ooredoo may only claim existing Usable Capacity for its own future use based on the following conditions:
 - i in relation to used Ducts, Ooredoo may claim fifteen percent (20%) of the Usable Capacity for its own use over a period of two (2) years from the date of the relevant Access Request;
 - ii in relation to empty Ducts, Ooredoo may claim duct space for its own use up to a maximum of 33% of Usable Capacity for its own use over a period of 2 years from the date of the relevant Access Request.together, "**Reserve Capacity**".
- (f) Ooredoo shall, upon written request, provide the OLO with written justification for any claim of Reserve Capacity within five (5) Business Days of such request.
- (g) The actual amount of capacity in an existing Ooredoo Duct that Ooredoo shall make available to the OLO for the installation of the OLO infrastructure is the Usable Capacity less Reserved Capacity ("**Available Capacity**").
- (h) Access to D56 ducts shall be possible subject to the OLO providing Ooredoo with the form as set out in Appendix 14 duly signed by the landlord. Any space created by the removal of Capacity Constraints, as defined below, shall be treated as additional Available Capacity.
- (i) Available Capacity in a Network Element shall be determined as specified in this RIAO, first on a preliminary and non-binding basis using the results of the Desk Survey (if applicable), and ultimately by Site Surveys. If and only if the Ooredoo responses to an Access Response are stated by Ooredoo to be non-binding, then these initial values supplied are therefore given a preliminary and non-binding basis. In this case, the binding values shall be issued after the Site Survey. In the case of all Network Elements other than Ducts, Available Capacity shall be defined as:
 - i any unoccupied or unreserved space so long as its use does not adversely affect the operation of Ooredoo's infrastructure; and
 - ii any space created by the removal of Capacity Constraints, as defined above.
- (j) Ooredoo will provide the OLO with access to any Available Capacity requested by the OLO in Ooredoo's Network Elements in accordance with the clause 4 below.

3.3 *Capacity constraints*

- (a) **Capacity Constraints** in a Network Element may result from capacity occupied by Ooredoo's (or another OLO's) infrastructure (including but not limited to Ooredoo's copper infrastructure), Reserve Capacity, or any other items reducing the Available Capacity of a Network Element, including without limitation physical impediments (**Blockages**) and conditions of disrepair.
- (b) OLO may invoke the procedure for addressing Capacity Constraints if Site Surveys have shown that:
 - i there is no Available Capacity; and
 - ii there are Capacity Constraints that can be removed that would provide sufficient space to meet OLO's needs as set out in the Access Request.
- (c) OLO may, at its sole discretion, select one of the following methods to bypass Capacity Constraints:
 - i Blockage Clearance (in accordance with clause 7). For avoidance of doubt, Ooredoo may undertake blockage clearance at terms and conditions agreed with the OLO or else the OLO shall be responsible for blockage clearance in line with clause 7;
 - ii Removal of existing infrastructure if feasible, subject to Ooredoo's written approval and at OLO's own expense (which may exclude copper cables);
 - iii Subject to Ooredoo's written approval, use of alternative Network Elements, if available, (for which Ooredoo needs to provide all required information in accordance with clause 5.3), which would provide functionally equivalent access and in conformity with Ooredoo Technical Specifications included in Annex 8. The use of alternative Network Elements shall be subject to a new RAR from the OLO and shall be processed in accordance with clause 2.4.
- (d) If removal or bypassing of Capacity Constraints is not possible or is not successful, OLO may construct new Network Elements, which may be interconnected to Ooredoo's infrastructure in accordance with Annex 5 – Interconnection and as per Ooredoo Technical Specifications included in Annex 8.

4. Provisioning and Implementation

4.1 Provisioning process

- (a) If there is Available Capacity sufficient to meet OLO's need as set out in the RAR, OLO may submit to Ooredoo a **Provisioning Request** (*a maximum of twenty (20) provisioning requests which, cumulatively, shall not exceed three hundred and fifty (350) km of ducts per two week period*) with regard to such Network Elements, consisting of:
 - i the final RAR Form and any Updated Form that has been accepted by Ooredoo in accordance with clause 2.4;
 - ii if applicable, the final completed Blockage Clearance Report in accordance with clause 7 or the Blockage Clearance Acceptance in accordance with clause 7;
 - iii if applicable, the Acceptance Notice of the approved Implemented Interconnection Request in accordance with Annex 5.
 - iv a Method Statement of Work (SOW), which shall include the following information:
 - A. specific details of any difference between the information provided to Ooredoo by OLO in the RAR and its proposed provisioning implementation;
 - B. the location and length of all coiled cabling within a requested route;
 - C. any other information required by Ooredoo, as agreed between the parties; and
 - D. a Project Implementation Plan.

together, these form the **"Provisioning Request."** A provisioning request that requires an Interconnection Request or Blockage Clearance before it can be implemented will be processed on the assumption that the Interconnection request and/or Blockage Clearance are completed. The final implementation of the Provisioning request will be held, pending the completion of the Interconnection or Blockage Clearance.

- (b) Ooredoo must respond to OLO within five (5) Business Days of receiving the Provisioning Request, by:
 - i either approving the Provisioning Request and also notifying the OLO of the date by which Ooredoo will provision the requested Network Element(s), both of which (approval and dates) shall be

delivered within five (5) Business Days of receiving the Provisioning Request or:

- ii clarifying how and why the Provisioning Request is materially inconsistent with the requirements of clause 4.1(a) and informing the OLO of all of the specific areas of deficiency; or
 - iii clarifying how and why the Provisioning Request is rejected, because the proposed implementation is not technically feasible; or
 - iv clarifying how and why the Provisioning Request is rejected because it does not meet the requirements of Section 3.3 and 3.2 and Annex 8 (Ooredoo Technical Guidelines) and provide comprehensive and detailed reasons as to why the Provisioning Request does not meet these requirements and has been rejected by Ooredoo.
- (c) If Ooredoo does not approve the Provisioning Request and indicates the reason as being (b)ii above, the OLO may submit a revised Provisioning Request addressing the specific areas raised by Ooredoo in its response to the OLO required under b)ii (**Revised Provisioning Request**).
- (d) Ooredoo shall review the Revised Provisioning Request and address only those specific areas of inconsistency raised by Ooredoo in clause (b) above. Ooredoo shall approve the Revised Provisioning Request, provided the inconsistency issues are resolved, within five (5) Business Days of receiving the Revised Provisioning Request and will not be entitled to raise any new or further areas of inconsistency or deficiency that were not raised in its response to the original Provisioning Request in accordance with clause (b) above.
- (e) If the Provisioning Request is rejected in accordance with clause 4.1(b)iii due to issues of Technical Feasibility, Ooredoo shall simultaneously provide OLO detailed reasons why the proposed implementation is not technically feasible and propose alternative implementations, if any are possible, that may meet OLO's requirements. At the OLO's discretion it may resubmit the Provisioning request according to 4.1(c) above. The OLO retains the option to revise the provisioning request only once. Rejection based on technical reasons must be sound and have evidence that the technical solution risks serious harm to services or infrastructure. For absence of doubt rejection because Ooredoo prefers an alternative technique or alternative equipment is not sufficient if the techniques and equipment proposed are consistent with the technical specifications in this RIAO. The materials used is not a reason for technical feasibility rejection if compliant with clause 8 (acceptable materials) and with the technical specifications in Annex 8 and the variances to the material list cause no additional risks to the Ooredoo

network. Otherwise, such rejections may be considered unreasonable refusals and this may be included as evidence to the dispute resolution process.

- (f) If OLO disputes Ooredoo's findings that a Provisioning Request be rejected because the proposed implementation is not technically feasible the OLO may refer the dispute to be resolved in accordance with the clause on Resolution of Disputes included in the main body of the RIAO.
- (g) If the Provisioning Request is rejected by Ooredoo in accordance with clause 4.1(b)iv Ooredoo shall simultaneously, with the notification of the rejection:
 - i agree to attend and participate in a meeting between the relevant representatives from each Party, and such meeting to be held as agreed by the parties and not be unreasonably delayed (and in any event this shall be to be within ten (10) Business Days of the rejection) to discuss and settle issues of non-compliance with the requirements of Annex 8 leading to the rejection; and
 - ii provide the OLO with a document clearly setting out comprehensive and detailed reasons why the Provisioning Request does not comply with the requirements of Section 3.3 and 3.2 and Annex 8 (Ooredoo Technical Guidelines) and propose alternative implementations, if any, to give immediate effect to the approval of the Provisioning Request.
- (h) Ooredoo shall provision the Network Elements within five (5) Business Days from approval of the request.

4.2 Premises requests

- (a) Where the route requested by the OLO terminates in a Customer Premises then the OLO shall provide the form in Appendix 14 duly signed and notify Ooredoo with the date of work start.
- (b) In addition to other requests made by the OLO under this RIAO, the OLO may at any time submit a request for:
 - i duct access from OLO's Joint Closure to the End-User premises (Premises Provisioning Request or PPR); and/or
 - ii duct access to multiple premises (Bulk Premises Provisioning Request or BPPR).
- (c) The PPR or BPPR shall be dealt with in a similar manner as the Route Access Requests defined above.
- (d) Premises Provisioning Request:

- i Where the OLO is requesting duct access for specific End User premises.
 - ii The OLO shall submit a PPR form (Appendix 15:) identifying the duct route A end and B end where:
 - A. A end is the OLO's Joint Closure; and
 - B. B end is the End User premises
 - iii Ooredoo must review the PPR provided by the OLO within five (5) Business Days from receipt of the request and either:
 - C. Approve the request if it meets the requirements stated in clause 2 and the provisioning process defined earlier in clause 4.
 - D. Reject the request if it does not meet the requirements stated in clause 2 and the provisioning process defined earlier in clause 4.
 - iv Upon approval of the PPR, the OLO is granted access to the requested Duct route to perform the following activities:
 - E. Rodding and Roping;
 - F. Blockage Clearance (if required);
 - G. Laying drop cable (not more than 24F cable).
 - v The OLO should notify Ooredoo at least three (3) Business Days before accessing any duct covered under the approved BPPR.
 - vi The OLO shall always follow the Technical Guidelines stated in Annex 8 (Technical Guidelines) and the implementation procedures stated in clause 4.4 below.
 - vii Acceptance of the completed works will be as stated in clause 4.5 below.
- (e) Bulk Premises Provisioning Request
 - i Where the OLO is requesting duct access to multiple End User premises.
 - ii The OLO shall submit a BPPR form (Appendix 16:) identifying the area that covers all the End User premises for which access to the Ooredoo's duct is required.
 - iii Ooredoo must review the BPPR provided by the OLO within five (5) Business Days from receipt of the request and either:

- H. Approve the request if it meets the requirements stated in clause 2 and the provisioning process defined earlier in clause 4;
 - I. Reject the request if it does not meet the requirements stated in clause 2 and the provisioning process defined earlier in clause 4.
 - iv Upon approval of the BPPR, the OLO is granted access to the required end user ducts to perform the following activities:
 - J. Rodding and Roping;
 - K. Blockage Clearance (if required);
 - L. Laying drop cables (not more than 24F cable).
 - v The OLO should notify Ooredoo at least three (3) Business Days before accessing any duct covered under the approved BPPR.
 - vi The OLO shall submit a weekly report to Ooredoo identifying the completed works and the ducts which the OLO already accessed within one (1) calendar week.
 - vii The OLO shall always follow the technical rules and guidelines stated in Annex 8 (Technical Guidelines) and the implementation procedures stated in section 4.4 below.
 - viii Acceptance of the completed works will be as stated in clause 4.5 below.
- (f) If Ooredoo does not respond to the OLO in accordance with the required timeframes, the PPR and/or BPPR contemplated under those clauses shall be deemed to have been approved by Ooredoo but the final implementation work requires approvals before commencement.
 - (g) For the purpose of invoicing the End User premises provisioned under the PPR and/or the BPPR the OLO shall submit, on or before the tenth (10th) day of each calendar month, all the premises for which duct access was provisioned, implemented and accepted showing the date of acceptance of each premises.
 - (h) Ooredoo is required to supply the OLO with all relevant pre-existing information to enable the OLO to install its cables and equipment through the customer duct and on customer site, in a manner that is equivalent to how an Ooredoo installation team would act. This should typically include:
 - i Data on Ooredoo equipment in the duct and at customer site, to ensure OLO's installations do not interfere or cause harm to the Ooredoo equipment.
 - ii Maps and/or diagrams of the duct and customer termination site.

- iii Customer contact and site-security access information.
- (i) Ooredoo shall supply such information where it pre-exists.
- (j) The OLO shall notify Ooredoo of the installation plans, including dates that it has agreed with the Customer and shall supply Ooredoo with information on the finally-installed equipment and cables to enable Ooredoo to update its database and to inform its team when it carries out future actions on the customer site/duct.

4.3 Acceptance of Network Elements

- (a) If the provisioning of the Network Elements cannot be done in five (5) days or less from the date of approval of the Provisioning Request, Ooredoo will propose and agree a provisioning plan with the OLO. If the Ooredoo plan is not acceptable then OLO shall submit its proposed changes within five (5) further days and Ooredoo has a further five (5) days in which to respond. Once the plan is accepted by the OLO, Ooredoo shall proceed with provisioning the Network Elements. This extension will be permitted only for exceptional circumstances that are beyond the reasonable control of Ooredoo, such as emergency, national security or government orders in which case, Ooredoo shall provide the relevant documentation confirming such works. Elements should be provisioned with sufficient clarifications of any Ooredoo's or other OLO's planned work directly related to the Network Elements, so that the OLO's provisioning plan is able to work alongside or around such pre-existing plans.
- (b) After Ooredoo has completed the Provisioning Request, the OLO may at its discretion conduct its own assessment in order to determine the actual utility of the requested Network Element(s) for the intended use.
- (c) Within ten (10) Business Days of OLO being granted access approval to the Network Element(s), OLO shall inform Ooredoo in writing either that:
 - i the Network Element(s) have been accepted for use in which case the OLO shall sign an acceptance form and provide it to Ooredoo; or
 - ii following examination of the Network Element(s), OLO has rejected the Network Element ("**Rejection Notice**") with the appropriate justification, in which case Ooredoo shall propose a solution if any is possible. If the said solution is accepted by the OLO, the OLO shall sign an acceptance form and provide it to Ooredoo. Otherwise, if the solution is not accepted by the OLO or no solution can be proposed, the OLO may raise a dispute resolution notice in accordance with this RIAO, where relevant.

- (d) Within five (5) Business Days of receipt of a Rejection Notice, Ooredoo shall investigate the causes of the issue or damage that is the cause for the Rejection Notice and provide a written response proposing a solution to such issue or damage and then provide a comprehensive and detailed written response to the OLO within no later than a further five (5) Business Days, proposing to the OLO an alternative solution to the issue or damage, the subject of the Rejection Notice.
- (e) If the OLO accepts the alternate proposed solution under 4.2 (c) the OLO will, no longer than five (5) Business Days, confirm the Network Element has been accepted.
- (f) If the OLO does not confirm within five (5) Business Days, as required, the Network Element will be deemed to have been accepted by the OLO.

4.4 Implementation

- (a) The OLO (or its Approved Contractor acting on OLO's behalf) shall deploy OLO Infrastructure in Ooredoo Network Element(s) in a manner consistent with the information provided with the approved Provisioning Request.
- (b) The OLO undertakes to begin the implementation within one (1) month of receiving the Provisioning Plan Approval, excluding time required for Road Opening approvals. Where OLO has failed to begin the implementation within such time frame, the PR is deemed abandoned. OLO shall notify Ooredoo not less than three (3) Business Days in advance of deployment of infrastructure in a Network Element(s) under the Agreement as to which Party of the List of Approved Contractors will perform the work. The OLO shall notify Ooredoo of any changes to the planned implementation compared to plan submitted in the provisioning request.
- (c) Any cables deployed by the OLO within Network Element(s) provisioned under the terms of the Agreement, shall conform to the labelling and property tagging specifications set out in **Appendix 12**.
- (d) If there are material reasons to deviate from the approved Provisioning Request as a result of issues that occur during the implementation, OLO or its contractor shall contact Ooredoo's Relationship Manager or on site supervisor if available to inform him of the issue and to seek to resolve the issue immediately.
- (e) If this does not resolve the issues then the OLO may submit to Ooredoo a proposed solution (Change Request using the Change Request Form) to the issue described in clause 4.4 (d) above or seek Ooredoo's input

on how to resolve the issues, following which Ooredoo shall respond within five (5) Business Days and:

- i if Ooredoo considers the deviation from the approved Provisioning Request to be minor in scope or impact on Ooredoo's network Infrastructure, or another existing OLO's network infrastructure to be minimal, Ooredoo may authorize the deviation without further action; or
 - ii if Ooredoo considers the deviation from the approved Provisioning Request to be significant in scope or potential impact on Ooredoo's network Infrastructure or on another existing OLO's network infrastructure to be significant, Ooredoo may require OLO to revise and resubmit the Provisioning Request for Ooredoo review and approval in accordance with section 4; or
 - iii if Ooredoo considers that the proposed solution to the issue described in clause 4.4 (e) would cause significant disruption or harm to the Ooredoo's network, Ooredoo may reject the proposed solution. This must be fully substantiated in writing to the OLO.
- (f) If the proposed solution is rejected, OLO may propose a further alternative solution or propose the alternative solution as part of an Ad Hoc Request. Ooredoo shall examine if the solution proposed is acceptable as per 4.4 (e) above.
- (g) Ooredoo shall respond to any Revised Provisioning Request submitted by the OLO in accordance to clause 4.4.e or 4.4.f within five (5) business days and these Revised Provisioning Requests will not be counted as part of the of Provisioning Requests to be submitted every two weeks as set by clause 4.1.
- (h) At completion of the Implementation of the Provisioning Request the OLO shall give a notice to Ooredoo of the completion of the Provisioning Requests (**Implementation Completion Notice**) using the form set out in Appendix 7 of this Annex 1 within five (5) Business Days of the Implementation of the Provisioning Request.
- (i) For clarity, the Parties agree that the OLO may submit more than one (1) Implementation Completion Notice against each approved Provisioning Request as Ooredoo shall accept partial Implementation Completion Notices.

4.5 Acceptance of Implementation

- (a) Ooredoo must within ten (10) Business Days of receiving the Implementation Completion Notice inspect the implementation and respond with:

- i an acknowledgement of the implementation (**Implementation Acknowledgement** as per the form in Appendix 8) and proceed with the processes described in clause 4.6; or
 - ii a request for correction of the implementation
 - iii the OLO will bear all the costs associated with such inspection of the implemented network. Ooredoo will charge OLO for the supervision in accordance with the rates as set out in Annex 4.
 - iv If Ooredoo does not respond within the timeframe of this clause then the implementation is deemed to be accepted and the OLO may assume that acceptance is given.
- (b) Ooredoo shall provide specific reasons for requesting a correction and shall give exact description of what needs to be changed. The OLO shall provide a plan for correction implementation within ten (10) Business Days from the date Ooredoo requested the correction and both parties shall agree on a reasonable solution to implement the correction(s).
- (c) Upon implementing the required corrections as specified by Ooredoo in accordance with clause 4.5(a)ii, OLO shall submit a revised Implementation Completion Notice in accordance with clause 4.4(g) for Ooredoo's acceptance.
- (d) If the implementation after correction is not accepted by Ooredoo, subsequent correction notice(s) will be provided to the OLO pursuant to 5.4(a)(i) to 5.4(a)(vi) of Annex 1 and where OLO has failed to make the necessary correction, the PR will be cancelled only for the elements that have not been corrected.
- (e) If Ooredoo provides partial acceptance, the partially completed information shall be confirmed for billing purposes and Ooredoo shall send an Implementation Acknowledgment to the OLO and both parties shall update their records in accordance to clause 4.5 of Annex 1. For any part of a PR that has not been implemented or not accepted by Ooredoo, OLO may submit a new PR implementation plan for the non-implemented capacity should it wish to utilise this capacity. Ooredoo will not give OLO any priority on the non-implemented capacity and any PR submitted by OLO for the non-implemented capacity shall be subject to the same process as any other PR. The order of processing between different OLO's requests shall in the order submitted. The OLO's own PRs may be altered in order to be carried out, by doing so in writing.
- (f) If Ooredoo provides full acceptance, Ooredoo shall send an Implementation Acknowledgment to the OLO and both parties shall update their records.

4.6 *Post-implementation activities*

- (a) After accepting the implementation, Ooredoo shall update its own records based on the As Built Drawings provided by OLO as per the relevant form.
- (b) After receiving the Implementation Acknowledgement from Ooredoo, OLO shall update its GIS System with the As Built Records in accordance with clause 5.3.
- (c) Both parties shall within five (5) Business Days of receipt of Ooredoo's Implementation Acknowledgement sign the Single Route Infrastructure Lease Form in Appendix 11 for the respective route.

4.7 *Relationship management*

- (a) As specified in clause 22 of the Main Body of the Agreement, the Relationship Manager will have primary responsibility for resolving any issues that may arise in the course of surveying, implementation or other activities set out in this Annex 1.
- (b) Unless otherwise stated in the RIAO, either Party may refer an issue to the Relationship Manager at any point, or alternatively, escalate the issue in accordance the provisions of clause 17 of the Main Body of the Agreement.

4.8 *Lease Termination*

- (a) In the event the OLO wishes to terminate its access to Network Element(s) in accordance with clause 25.7 of the RIAO Main Body, the OLO shall submit a Network Element(s) Lease Termination Form as shown in Appendix 13 of this Annex 1 (Lease Termination Request). Ooredoo must respond to a Lease Termination Request within ten (10) business days by providing the OLO with the specific date for the recovery of the terminated Network Element(s). The recovery of the terminated Network Element(s) shall be carried out by the OLO at its own cost, under the optional supervision of Ooredoo.
- (b) OLO shall notify Ooredoo of completion of the recovery of the terminated Network Element(s) within five (5) Business Day of such completion.
- (c) Ooredoo shall provide confirmation to OLO that the recovery has been fully effected within five (5) business days of OLO's notification at 5.7(b) and the charges pertaining to the recovered Network Element shall stop from the date of removal.

- (d) Where the OLO has not made any effective use of the Network Elements provisioned within a two (2) year period from the provisioning of the Network Elements by Ooredoo, Ooredoo may cancel the provisioning and it can use the element. Effective use here means that the OLO has commenced physical installation work on the Network Elements pursuant to this RIAO.
- (e) Where access to Ooredoo's Network Elements has been terminated pursuant to this clause 4.8(a), Ooredoo shall stop charging for such access upon completion of recovery of OLO's network elements or, in the event that removal is not feasible for example due to adverse risk of damage to other elements, then the charges shall stop from the date of this non-feasible decision being made and the property of the network elements shall be transferred to Ooredoo without cost or at a nominal value, according to the accounting value of the network elements

5. Supporting systems and information

5.1 *Interim framework to manage Access Requests*

- (a) The exchange of all forms that are defined in the Agreement and attached as an Appendix will be handled via electronic mail to email addresses designated by the Parties for this purpose.
- (b) In case of any discrepancy between the forms attached as Appendices and the requirements of this Annex, the requirements of this Annex shall govern, and in such case (or if needed to ensure consistency with the operational needs of both parties) the forms attached as Appendices may be modified by mutual agreement of the parties.
- (c) In accordance with clause 5.1(b) the Single Route Infrastructure Lease Form shall be adapted, if required, to unambiguously identify the routes leased by OLO under the Agreement.

5.2 *Centralised Portal to manage Access Requests*

- (a) Both Parties agree, within the One (1) Year Anniversary of the Commencement Date an Agreement pursuant to this RIAO after jointly considering the potential benefits and costs to present to the CRA a project (including timeframes, costs and benefits) for a shared and integrated central system aimed at managing all aspects of the communication between the Parties in relation to the processes and procedures defined in the Annexes of this RIAO (**Central Portal**).
- (b) Subject to the feasibility and cost-benefit analysis conducted in 5.2(a) above, the Parties agree in good faith and with a view to meeting modern professional business practices, to formulate a plan to establish and implement the Central Portal by the above Anniversary:

- i establishing a committee to oversee the objectives of establishing and implementing the Central Portal;
 - ii agreeing regular meetings between the Parties;
 - iii identifying milestones to be achieved; and
 - iv agreeing a timetable (if possible) to implement the Central Portal.
- (c) For clarity, any development of a Central Portal shall be subject to a separate and subsequent agreement between the parties, parts of which may form part of this RIAO as agreed by the Parties.
- (d) Prior to the creation of this Central Portal, the exchange of all forms that are defined in this RIAO and attached as an Appendix will be handled via electronic mail to email addresses designated by the Parties for this purpose, as defined in 5.1.
- (e) Following the implementation of the Central Portal, the exchange of all forms that are defined in this RIAO and attached as Appendices shall be managed using the Central Portal.

5.3 Centralised system for Network plans, duct records, electronic maps and GIS data

- (a) Unless otherwise expressly required under this RIAO, both OLO and Ooredoo shall update their respective **GIS System** as often as necessary with all relevant data with regard to the Network Elements provided under the Agreement, including, but not limited to:
 - i location of Ducts routes;
 - ii fibre (feeder, distribution, and drop cable);
 - iii central offices;
 - iv manholes;
 - v hand-holes/joint boxes;
 - vi splitters/closures;
 - vii Available Capacity;
 - viii Duct utilization;
 - ix any other documents and information as agreed between the Parties,(together, Relevant GIS Data).

- (b) Until such time as OLO establishes its own GIS information system pursuant to clause 5.2 of Annex 1, Ooredoo shall, upon request, provide all necessary assistance to OLO in updating relevant GIS information, including
 - i providing access to all relevant detailed digitized maps of Ooredoo's Network for accepted Access Requests;
 - ii updating the GIS System with As-Built Drawings of OLO network Infrastructure; and
 - iii such other assistance as is reasonably necessary in to facilitate the ordering, provisioning and access to the Network Elements or Passive Infrastructure Services in order to carry out the purposes of the Agreement.
- (c) Such assistance shall be charged to OLO at the rates set out in Annex 4 (Pricing).
- (d) Both Parties shall treat any data received by the other Party under the terms of the Agreement as Confidential Information under the Confidentiality and Intellectual Property provisions of the Agreement.

5.4 Continuing Access Requests

- (a) Subject to any other provision in this Annex 1, any in-process Access Request for which there is an action pending completion by OLO will be processed as per this Annex 1. Abandoned Access Requests are Access requests which are not cancelled by Ooredoo as per Annex 1 and are abandoned upon the OLO request and need not be further processed as per this Annex 1.
- (b) Notwithstanding the provisions of 5.4(a), OLO may request in writing, and Ooredoo (at its sole discretion) may agree in writing, to allow an Access Request to remain pending action by OLO beyond the relevant prescribed time without being considered an Abandoned Access Request.

5.5 Refund of Route Access Request Fee

- (a) Route Access Request Fees for Route Access Requests that are subsequently fully or partially provisioned will not be refunded.
- (b) Subject to clauses 5.4(d) and 5.4(e), Access Request Fees relating to Access Requests that are cancelled at the request of OLO will not be refunded.
- (c) Access Request Fees relating to Abandoned Access Requests will not be refunded.

- (d) Access Requests that are not ultimately provisioned due to lack of feasibility or other circumstances outside the reasonable control of OLO will be refunded in full.
- (e) Access Requests which have been pending action by Ooredoo such that it will not be possible to achieve a Failure Level of 3 (FL3), as defined in Appendix 1 of Annex 7, may be cancelled upon written request by OLO; in such cases OLO shall be entitled to a full refund of the relevant Access Request Fee.

5.6 Handling of Abandoned or Cancelled Access Requests

- (a) OLO may subsequently re-submit an Access Request for a route that was previously cancelled or abandoned as per this Annex 1.

6. Contractors

6.1 Approved Contractors

- (a) Ooredoo shall maintain a List of Approved Contractors.
- (b) OLO may select any party from the List of Approved Contractors to conduct work on its behalf, including but not limited to Site Surveys, testing, rodding, maintenance, and the deployment of fibre cable and other OLO infrastructure.
- (c) Ooredoo shall make available on demand an accurate and up-to-date version of their internal equivalent of the List of Approved Contractors.
- (d) Additions to the List of Approved Contractors shall be made according to the process as described in clause 6.2.
- (e) Removals from the List of Approved Contractors shall be made according to a process that shall be negotiated within the framework of the Agreement or falling that, under existing removal provisions that exist between an Approved Contractor and Ooredoo.

6.2 Additions to the list of Approved Contractors

- (a) Any contractor that has been admitted to Ooredoo's internal equivalent of the List of Approved Contractors shall automatically be eligible for inclusion in the List of Approved Contractors.
- (b) Any contractor with a probationary status on Ooredoo's internal list of approved contractors shall not be included in the List of Approved Contractors.
- (c) OLO shall have the right to nominate any party for admission to the List of Approved Contractors.

- (d) Ooredoo shall respond within 10 Business Days with its view on whether the nominated party shall be admitted to the List of Approved Contractors.
- (e) Ooredoo shall apply the following process and criteria in evaluating a nominated party for admission to the List of Approved Contractors:
 - i Jointers employed by the proposed Approved Contractor should follow a 2-week Splicing & Testing training course, facilitated by Ooredoo.
 - ii Cable installers employed by the proposed Approved Contractor should follow a 3-week Cable Laying training course, facilitated by Ooredoo.
 - iii Upon completion of the training courses specified in clauses 6.2(e)i and 6.2(e)ii relevant employees shall receive a certification.
 - iv The proposed Approved Contractor shall have a minimum of 12 staff, comprising the following:
 - a) 1 Qualified Engineer or holding a Diploma in Communication Engineering;
 - b) 1 Foreman/ supervisor;
 - c) 2 Fiber optic jointer;
 - d) 2 Fiber optic jointer assistant;
 - e) 6 Masons & laborers.
 - v The proposed Approved Contractor shall have a minimum plant and machinery comprising the following:
 - a) 2 Fibre Optic Vans
 - b) 2 Fusion splicers
 - c) 1 OTDR
 - d) 1 Light source and power meter
 - e) 2 Fibre optic tool kits
 - f) 1 Fibre optic identifier
 - g) 1 Fibre optic talk set

6.3 Restriction on sub-contracting

The Parties shall ensure that no party from the List of Approved Contractors shall be allowed to sub-contract any work under this Annex to a party that is not on the List of Approved Contractors.

7. Blockage clearance

7.1 General

- (a) If OLO encounters a blockage of a Network Element during the Implementation process, OLO may either:
 - i clear the blockage itself in accordance with clause 7.2; or
 - ii request that Ooredoo clear the blockage in accordance with clause 7.3.
- (b) Irrespective of whether OLO clears the blockage itself in accordance with clause 7.2 or requests clearance from Ooredoo in accordance with clause 7.3, the party clearing the blockage will be responsible, subject to clause 45 of the Main Body of the Agreement, for ensuring such action does not damage the infrastructure of the other Party.

7.2 Blockage Clearance by OLO

- (a) OLO may request authorization from Ooredoo to remove a blockage by informing Ooredoo of the location of the blockage, the date and time of the proposed survey or feasibility study and any further relevant available information regarding the blockage ("**Blockage Removal Authorization Request**").
- (b) Ooredoo shall respond to OLO within five (5) Business Days either:
 - i providing OLO authorization to commence work in removing the blockage, with any reasonably required conditions or specifications ("**Blockage Removal Authorization**") subject to the OLO being granted approval from relevant authorities as may be required; or
 - ii requesting further relevant information (to be clearly specified by Ooredoo) regarding the proposed blockage clearance that it reasonably requires in order to authorise the OLO to commence work to remove the blockage, in which case OLO shall re-submit the Blockage Removal Authorization Request containing the updated information and in accordance with clause 7.2(a). Ooredoo shall respond to the Revised Blockage Removal Authorization Request within ten (10) Business Days in accordance with the requirements of this clause 7.2(b).
- (c) Upon receipt of the Blockage Removal Authorization, the OLO:

- i Shall inform Ooredoo of the date and time of the blockage removal no fewer than five (5) Business Days in advance and may commence removal of the blockage in accordance with the Blockage Removal Authorization and any relevant supervision.
- (d) Any Blockage Removal Authorisation shall be valid for fifteen (15) business days after completion of any Road Opening or other approvals may needed by Qatari Authorities and OLO shall not be allowed to commence any blockage removal once the Blockage Removal Authorisation has expired until it obtains a new approval from Ooredoo.
- (e) Within one (1) Business Day of completing the attempted removal of the blockage OLO shall inform Ooredoo whether the clearance was successful ("**Blockage Clearance Report**").

7.3 Blockage Clearance by Ooredoo

- (a) The OLO may request removal of a blockage by Ooredoo by submitting to Ooredoo the Blockage Removal Request form as set out in Appendix 9:.
- (b) Ooredoo shall respond to OLO within 5 Business Days of receiving the Blockage Removal Request as set in Appendix 10 and include the information set out in clause 7.3(d).
- (c) Where Ooredoo is clearing the Blockage and where **Road Opening Approval** is required, Ooredoo shall immediately seek Road Opening Approval from the relevant authorities and:
 - i in cases where Road Opening Approval is granted, Ooredoo shall send to OLO within five (5) days the Blockage clearance plan to OLO and include the information set out in clause 7.3(d); and
 - ii in cases where Road Opening Approval is not granted, inform OLO within five (5) days that such approval has not been granted.
- (d) Ooredoo shall inform OLO whether the removal of the blockage is technically feasible or not. If Ooredoo determines that removal of the blockage is technically feasible, Ooredoo shall provide OLO with a Blockage Clearance Proposal that shall include the proposed fees and dates (**Blockage Removal Proposal**) and OLO shall respond within fifteen (15) Business Days whether it elects to have Ooredoo proceed with the removal in accordance with the Blockage Removal Proposal.
- (e) If Ooredoo determines that removal of the blockage is not technically feasible, it shall provide detailed reasons for such determination to OLO at the time of its response in accordance with clause 7.3(b) and shall simultaneously provide the OLO with an alternative proposal, if any is possible, to enable the blockage to be by-passed or with an alternative

approach that is technically feasible and so it can be removed according to the following.

- (f) If OLO elects to proceed with the removal of the blockage in accordance with clause 7.3(d), Ooredoo will use its best efforts to remove the blockage in accordance with the Blockage Removal Proposal.
- (g) Within one (1) Business Day of completing the attempted removal of the blockage in line with the Blockage Removal Proposal, Ooredoo shall inform OLO whether the clearance was successful.
- (h) OLO shall, within ten (10) Business Days, inspect the relevant location to determine whether the blockage clearance enables OLO to use the Network Element as requested, and notify Ooredoo in writing whether it:
 - i accepts the Blockage Clearance (**“Blockage Clearance Acceptance”**), in which case Ooredoo shall invoice OLO in accordance with the Blockage Removal Proposal; or
 - ii OLO shall inform Ooredoo of the reason for rejecting the Blockage Clearance and both Parties will agree a new Blockage Removal Proposal (Revised Blockage Request Proposal) to rectify the reasons that the OLO was unable to accept and rejected the **Blockage Clearance Acceptance** and Ooredoo will use its best endeavours to proceed with the removal in accordance with the Revised Blockage Removal Proposal. For the avoidance of doubt, Ooredoo will invoice the OLO for unsuccessful and successful Blockage Clearance in accordance with Annex 4.

8. Approved materials and techniques

- (a) Within two (2) months of the Commencement Date of an Agreement based on the present RIAO, the parties shall establish by mutual agreement a list of materials and equipment suitable for installation in Network Elements, including, but not limited to fibre cables (**“Approved Materials List”**). This period shall not exclude the OLO from submitting Area Access Requests or Route Area Requests pursuant to any existing valid Area Access Request. Any material not in conformity with Annex 8 - Technical Specifications will not be accepted subject to requirements in this clause 8.
- (b) Exclusion of materials by Ooredoo shall be based only on exceptional circumstances such as that the materials and equipment cause significant risk to: safety or other to operations or to existing services. For the absence of doubt; colour, shape, size, bend radius, material type etc., are not expected to be causes of exceptional circumstances that would exclude the materials from being deployed, when these are specified by the OLO to be within the standards referred to in Annex 8.

The parties may make additions to the Approved Materials List subsequent to its initial adoption by mutual written agreement, using the acceptance criteria defined in this clause 8.

- (c) The use of any proposed closure, fibre cable or other material included in the Approved Materials List may only be rejected by Ooredoo for reasons concerning the suitability of the material itself. OLO element shall be identified as per Appendix 12:.

9. Supervision and Oversight

- (a) Ooredoo shall have the right to supervise OLO and/or its contractors while performing any activities described in Annex 1 wherein the OLO or its contractors physically access and manipulate the Ooredoo network elements whilst surveying, installing or maintaining the works subject to the following:
 - i The Supervision Charge payable by OLO will be in accordance with Annex 4 of the Agreement and is the only mechanism for recovering the cost of such supervision activities that shall be available to Ooredoo under the Agreement; and
 - ii Ooredoo and OLO shall agree on a calendar regarding site supervision in particular whenever such activity is scattered across the State of Qatar. This shall not restrict the OLO's activities if Ooredoo is unable to supervise the activity unless that activity can only be done with supervision.
- (b) Notwithstanding the above and for the avoidance of doubt, it is understood and acknowledged that Ooredoo supervisors shall have the right to suspend OLO surveying, implementation, acceptance, or other activities, or otherwise instruct OLO staff, contractors, or others when such actions are necessary to protect Ooredoo assets or to prevent an Emergency.
- (c) Supervision can be charged as defined in the Annex 3 (Services) Section 4 at the rates defined in the Annex 4 (Pricing).

10. Appendices

Appendix 1: Area Access Request Form and Revised Area Access Request Form

| Area Access Request (AAR) Form | | | |
|--|---|-----------|-------|
| For OLO use only | | | |
| Date of submission | Day: | Month: | Year: |
| Access Seeker reference number | | | |
| | | | |
| Estimated number of Network Elements requested | Duct segments: | Manholes: | |
| Attachments | <u>Zone or Zones numbers</u> | | |
| | <u>[location Map with zone/zones highlighted]</u> | | |
| | | | |
| | | | |
| | | | |
| Access Seeker contact person | Name: | Position: | |
| | Mobile: | Email: | |
| For Ooredoo use only | | | |
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Access Provider Reference number | | | |
| | | | |
| Forecast status | Approved <input type="checkbox"/> | | |
| | Missing information <input type="checkbox"/> | | |
| Details of further information requested (if applicable) | | | |
| | | | |
| Access Provider Contact person | Name: | Position: | |
| | Mobile: | Email: | |

| Revised AAR (AAR) Form | | | |
|--|---|-----------|-------|
| For OLO use only | | | |
| Date of submission | Day: | Month: | Year: |
| OLO reference number | | | |
| | | | |
| Estimated number of Network Elements requested | Duct segments: | Manholes: | |
| Attachments | <u>Zone or Zones numbers</u> | | |
| | <u>[location Map with zone/zones highlighted]</u> | | |
| | | | |
| | | | |
| | | | |
| OLO contact person | Name: | Position: | |
| | Mobile: | Email: | |
| For Ooredoo use only | | | |
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Ooredoo Reference number | | | |
| Forecast status | Approved <input type="checkbox"/> | | |
| | Missing Information <input type="checkbox"/> | | |
| Details of further information requested (if applicable) | | | |
| | | | |
| | | | |
| | | | |
| Ooredoo Contact person | Name: | Position: | |
| | Mobile: | Email: | |

Appendix 2: Route Access Request Form and Updated Route Access Request Form

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

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

Updated Route Access Request Form

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

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

Appendix 3: **Data format for Access Request**

[To be defined – if needed - by technical teams after signing of Agreement]

Appendix 4: Site Survey Request Form

| Site Survey Request Form | | | |
|---|--|--------|-----------|
| <i>For OLO use only</i> | | | |
| Date of submission | Day: | Month: | Year: |
| OLO reference number | | | |
| Desk Survey reference number | | | |
| | | | |
| Name, address, GPS coordinates of route ends | A-ends | | B-ends |
| | | | |
| Attachments | Route Name | | |
| | <i>Duct length within particular route& Total MH/JBs is #. (Attached Drawing/SHP File)</i> | | |
| | | | |
| | | | |
| | | | |
| OLO contact person | Name: | | Position: |
| | Phone: | | Email: |

| For Ooredoo use only | | | |
|---------------------------------|------|--------|-------|
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Ooredoo reference number | | | |
| | | | |



| | | |
|---|------------------------------|-----------|
| Forecast status | Approved | |
| | Further information required | |
| Details of further information requested (if applicable) | | |
| | | |
| | | |
| | | |
| | | |
| Ooredoo contact person | Name: | Position: |
| | Mobile: | Email: |

Appendix 5: Provisioning Request form and Revised Provisioning request form

| PROVISIONING REQUEST FORM | | | |
|---------------------------|--|-----------|-------|
| For OLO use only | | | |
| Date of submission | Day: | Month: | Year: |
| OLO reference number | | | |
| | | | |
| Attachments | <i>[Final and accepted Updated Access Request Form]</i> | | |
| | <i>[If applicable, Blockage Removal Response Form]</i> | | |
| | <i>[If applicable, Interconnection Response Form]</i> | | |
| | <i>[Project Implementation Plan]</i> | | |
| | <i>[Method Statement (SOW)]</i> | | |
| | LLD | | |
| | Updated DSR report | | |
| | Roding Plan | | |
| | Shape file | | |
| | Approved AAR reference number | | |
| | Approved IR reference number (if any) | | |
| | Blockage clearance report (if any) | | |
| | | | |
| OLO contact person | Name: | Position: | |
| | Mobile: | Email: | |
| For Ooredoo use only | | | |
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Ooredoo reference number | | | |
| | | | |
| Forecast status | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected | | |
| Attachments | <i>[Date for provisioning of Network Elements]</i> | | |
| | <i>[If applicable, reasons for rejection and specific areas of deficiency]</i> | | |
| | | | |
| | | | |
| | | | |
| Ooredoo contact person | Name: | Position: | |
| | Mobile: | Email: | |

Revised Provisioning Request (PR) Form

For OLO use only

| | | | |
|--|---|-----------|-------|
| Date of submission | Day: | Month: | Year: |
| OLO reference # | | | |
| Attachments | PR route name | | |
| | LLD | | |
| | Updated DSR report | | |
| | Roding Plan | | |
| | Shape file | | |
| | Approved AAR reference number | | |
| | Approved IR reference number (if any) | | |
| | Blockage clearance report (if any) | | |
| Clarification/Reply to the areas if deficiency identified by the Access Provider | | | |
| OLO contact person | Name: | Position: | |
| | Mobile: | Email: | |

For Ooredoo use only

| | | | |
|------------------------------------|--|-----------|-------|
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Access Provider Reference # | | | |
| Forecast status | Approved <input type="checkbox"/> Having Material Inconsistency <input type="checkbox"/> Rejected <input type="checkbox"/> | | |
| Attachments | [Date for provisioning of Network Elements] | | |
| | [If not approved; mention the reasons for rejection and specific areas of deficiency] | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Ooredoo Contact person | Name: | Position: | |
| | Mobile: | Email: | |

Appendix 6: **Acceptance testing form**

| ACCEPTANCE TESTING FORM | | | |
|---|--|-----------|-------|
| For OLO use only | | | |
| Date of submission | Day: | Month: | Year: |
| OLO reference number | | | |
| | | | |
| The network elements as per the attached have been tested and accepted for service | | | |
| Attachments | <i>[GIS data of Network Elements accepted for service]</i> | | |
| | <i>As-Built Drawings for the implemented part, Route Maps, Manhole Types</i> | | |
| | <i>Updated Duct Space Records</i> | | |
| | | | |
| | | | |
| OLO contact person | Name: | Position: | |
| | Mobile: | Email: | |
| For Ooredoo use only | | | |
| Date Received | Day: | Month: | Year: |
| Date Replied | Day: | Month: | Year: |
| Ooredoo reference # | | | |
| Implementation Acknowledgement | Implementation Acknowledged and Accepted <input type="checkbox"/> | | |
| | Implementation Correction Required <input type="checkbox"/> | | |
| | | | |
| Corrective Works Required | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Ooredoo contact person | Name: | Position: | |

Appendix 7: **Completion notice form**

| COMPLETION NOTICE FORM | | | |
|---|--|--------|-----------|
| For OLO use only | | | |
| Date of submission | Day: | Month: | Year: |
| OLO reference number | | | |
| | | | |
| The network elements as per the attached have been implemented | | | |
| Attachments | <i>[GIS data of Network Elements accepted for service]</i> | | |
| | <i>As-Built Drawings for the implemented part, Route Maps, Manhole Types</i> | | |
| | <i>Updated Duct Space Records</i> | | |
| | 1- approved drawing 2- approved UDSR 3- approved provisioning request form 4- As-built drawing 5- As-built UDSR 6- Calculation Sheet 7- CD including all above requirement (soft copy) | | |
| | | | |
| OLO contact person | Name: | | Position: |
| | Mobile: | | Email: |

Appendix 8: Implementation Acknowledgement form

| IMPLEMENTATION ACKNOWLEDGEMENT FORM | | | |
|---|---|-----------|-------|
| For Ooredoo use only | | | |
| Date of Acknowledgment | Day: | Month: | Year: |
| Ooredoo reference number | | | |
| | | | |
| Ooredoo acknowledge that the network elements as per the attached have been implemented | | | |
| Attachments | [GIS data of Network Elements accepted for service] | | |
| | As-Built Drawings for the implemented part, Route Maps, Manhole Types | | |
| | Updated Duct Space Records | | |
| | | | |
| | | | |
| Ooredoo contact person | Name: | Position: | |
| | Mobile: | Email: | |

Appendix 9: Blockage Removal Request Form and Revised Blockage Removal Form

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

Revised Blockage Removal Request Form

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

Appendix 10: **Blockage Removal Response Form**

| Blockage Removal Response Form | | | |
|---------------------------------------|--|-----------|-------|
| For Ooredoo use only | | | |
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Ooredoo reference number | | | |
| | | | |
| Type of Blockage | | | |
| Cost Assessment | | | |
| Forecast status | <i>[List of type, feasibility, date of removal per Network Element]</i> | | |
| | | | |
| Ooredoo contact person | Name: | Position: | |
| | Mobile: | Email: | |

Appendix 11: Single Route Infrastructure Lease Form and Duct Infrastructure Lease Form

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



Duct Infrastructure Route Lease Form (for more than one element)

| Duct Infrastructure Route Lease Form | | | |
|--------------------------------------|--|---------|--------|
| | | | |
| Date of Agreement | Day: | Month: | Year: |
| Ooredoo # | | | |
| Approved PR # | | | |
| Approved ICAT # | | | |
| Network Elements Provided | | | |
| Network Elements Provided | <i>As shown in the approved ICAT and the attached capacity calculation sheet</i> | | |
| Additional Information | | | |
| Attachments | <i>Approved PR</i> | | |
| | <i>Approved ICAT</i> | | |
| | <i>Network Elements capacity Calculations sheet</i> | | |
| | | | |
| Contact Information | | | |
| Ooredoo contact person | Name: | Mobile: | Email: |
| | | | |
| OLO contact person | Name: | Mobile: | Email: |

Appendix 12: **Property identification conventions**

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

1. All closures will have a metal property tag affixed, clearly identifying it as a OLO asset
2. All OLO owned ducts interconnected with Ooredoo infrastructure should have a metal property tag affixed, clearly identifying it as a OLO asset
3. All cables should be labeled with a unique alpha-numeric identifier, such identity number should commence with "OLO"
4. All labels should be clearly legible and of a material suitable for such applications

Appendix 13: **Network Elements Lease Termination form**

| Network Element(s) Lease Termination Form | | | |
|--|--|---------|--------|
| Date of Agreement | Day: | Month: | Year: |
| Ooredoo reference # | | | |
| Approved PR # | | | |
| Approved ICAT # | | | |
| Duct Infrastructure Route Lease Form # | | | |
| Provisioned Network Elements to be terminated | | | |
| Details of the Network Element to be terminated | <i>Cable segments (and lengths)</i> <i>Cable coils</i> <i>Joint Closures</i> | | |
| Additional Information | | | |
| Attachments | <i>Approved ICAT</i> | | |
| | <i>Updated Network Elements Capacity Calculations sheet for ICAT</i> | | |
| | | | |
| | | | |
| Contact Information | | | |
| Ooredoo contact person | Name: | Mobile: | Email: |
| | | | |
| OLO contact person | Name: | Mobile: | Email: |
| | | | |

Appendix 14: **Landlord Consent Form**

| For Landlord Use Only | | | |
|--|--|--------|-------|
| Date | Day: | Month: | Year: |
| OLO reference number | | | |
| | | | |
| Address of Landlord Premises | | | |
| Name of Landlord | | | |
| | <i>Include copy of QID.</i> | | |
| | | | |
| Landlord Contact details | Mobile: | Email: | |
| Agreement and Acknowledgement to be signed by the Landlord | | | |
| (i) | I, [insert name] Landlord of the Premises located at the address stated above in this form, agree and acknowledge that [insert OLO name] will be conducting certain work on my Premises, and that such Works shall be on-going and recurrent. | | |
| (ii) | | | |
| (iii) | I, [insert name] Landlord of the Premises located at the address stated above in this form, agree and acknowledge that, in case of such disruption and damage caused by the Works referred to at (i) above and undertaken by the OLO, I shall not seek to obtain compensation, damages or any indemnity whatsoever from Ooredoo and I shall not put in any complaint, whether formal or informal, against Ooredoo. | | |
| Signature of Landlord | | | |
| Date | Day: | Month: | Year: |

Appendix 15: **Premises Provisioning Request Form**

| Premises Provisioning Request (PPR) Form | | | |
|--|-------------------------------|-----------|-------|
| For Access Seeker use only | | | |
| Date of submission | Day: | Month: | Year: |
| Access Seeker reference # | | | |
| | | | |
| Name, address, GPS coordinates of route ends | A-end: | B-end: | |
| Attachments | Approved AAR reference number | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Access Seeker contact person | Name: | Position: | |
| | Mobile: | Email: | |

| For Access Provider use only | | | |
|--------------------------------|---|-----------|-------|
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Access Provider Reference # | | | |
| | | | |
| Forecast status | Approved <input type="checkbox"/> Rejected <input type="checkbox"/> | | |
| Attachments | [Date for provisioning of Network Elements] | | |
| | [If rejected; mention the reasons for rejection and specific areas of deficiency] | | |
| | | | |
| | | | |
| | | | |
| Access Provider Contact person | Name: | Position: | |
| | Mobile: | Email: | |

Appendix 16: Bulk Premises Provisioning Request Form

| Bulk Premises Provisioning Request (BPPR) Form | | | |
|--|---|-----------|-------|
| For Access Seeker use only | | | |
| Date of submission | Day: | Month: | Year: |
| Access Seeker reference # | | | |
| Attachments | <i>[Map of the area that the Access Request covers]</i> | | |
| | <i>Approved AAR reference number</i> | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Access Seeker contact person | Name: | Position: | |
| | Mobile: | Email: | |

| For Access Provider use only | | | |
|--------------------------------|--|-----------|-------|
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Access Provider Reference # | | | |
| Forecast status | Approved <input type="checkbox"/> Rejected <input type="checkbox"/> | | |
| Attachments | <i>[Date for provisioning of Network Elements]</i> | | |
| | <i>[If rejected; mention the reasons for rejection and specific areas of deficiency]</i> | | |
| | | | |
| | | | |
| Access Provider Contact person | Name: | Position: | |
| | Mobile: | Email: | |

[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

ANNEX 2: Operational Procedures

RIAO approved by CRA

(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.

ANNEX 2: Operational Procedures

Contents

| | |
|---|----|
| Contents..... | 2 |
| 1. General..... | 3 |
| 2 Related documents annexed to this Operational Procedures Annex..... | 4 |
| 3 Maintenance | 4 |
| 4 Provisioned Network Element access | 5 |
| 5 As-built documentation | 10 |
| 6 Landlord and Neighbour management..... | 10 |
| 7 Site Agent and Health and safety..... | 11 |
| 8 Damage..... | 13 |
| 9 Environmental Impact | 16 |
| 10 Prohibited Activities | 16 |
| 11 Interference, impairment or degradation..... | 16 |
| 12 Remedy | 17 |
| 13 Approved purpose | 17 |
| 14 Diversionary Works | 17 |
| 15 Capacity calculation and Allocation and Technical Guidelines | 18 |
| 16 Points of contact | 18 |
| Appendices – Forms | 20 |
| Appendix 1 Physical Access Request Form | 20 |
| Appendix 2 Incident Report Form | 22 |
| Appendix 3 Diversionary Works Notice (DWN) Form | 24 |
| Appendix 4 Diversion Provisioning Request (DPR) Form..... | 25 |
| Appendix 5 Diversionary Works Implementation Notice | 26 |
| Appendix 6 Diversion Completion Notice Form..... | 27 |

1. General

1.1 Overview

The Operational Procedures Annex 2 sets out the procedures and processes, which govern the way in which the Parties and their Approved Contractors will access, use, maintain and repair the Provisioned Network Elements under the Agreement.

1.2 Scope

This Operational Procedures Annex applies to management and use by the OLO of a Provisioned Network Element, including:

- (a) access to the Provisioned Network Element;
- (b) the inspection, installation, maintenance, upgrade and removal of Telecommunications Equipment at the Provisioned Network Element; and
- (c) procedures for reporting and rectifying damage to a Provisioned Network Element and equipment installed in or at Provisioned Network Elements.

1.3 Objectives

The objectives of this Operational Procedures Annex are to:

- (a) minimise the risk of injury to persons by limiting access to Provisioned Network Elements to those employees, agents and contractors of each Party that are qualified to access Provisioned Network Elements ;
- (b) advise employees, agents and contractors of OLO of all permanent and temporary hazards present at Provisioned Network Elements;
- (c) ensure that the integrity of Provisioned Network Elements is not compromised;
- (d) minimise the risk of damage to Telecommunications Equipment and interruption to telecommunications services provided at the Provisioned Network Elements;
- (e) establish procedures and processes that apply to OLO when accessing, maintaining and repairing Provisioned Network Elements such as defined in Annex 9; and
- (f) maintain, to the greatest extent possible, good working relationships between the Landlord and OLO in relation to Provisioned Network Elements.

1.4 Compliance

OLO is fully responsible for ensuring OLO's compliance with this Operational Procedures Annex where the requirements relate to OLO's obligations. OLO undertakes to ensure that any employees, agents or contractors that are given access

to a Provisioned Network Element by the OLO are made aware of, and comply with, this Operational Procedures Annex.

Ooredoo is fully responsible for ensuring Ooredoo's compliance with this Operational Procedures Annex where the requirements relate to Ooredoo's obligations. Ooredoo undertakes to ensure that any employees, agents or contractors that are given access to an OLO Provisioned Network Element are made aware of, and comply with, this Operational Procedures Annex.

1.5 Variation of time limits

The timeframes set out in this Annex 2 (Operational Procedures Annex) may be varied by mutual agreement between the Parties on a case-by-case basis (as appropriate) under the terms of the Main Body of the RIAO.

2 Related documents annexed to this Operational Procedures Annex

The following documents are appended to, and form part of, this Operational Procedures Annex:

- (a) Access Notification Form – Appendix 1
- (b) Incident Report Form – Appendix 2
- (c) Diversionary Works Notice (DWN) Form – Appendix 3;
- (d) Diversion Provisioning Request (DPR) Form – Appendix 4;
- (e) Diversion Completion Notice - Appendix 5;
- (f) Diversionary Works Implementation Notice Form. – Appendix 6.

3 Maintenance

3.1 Responsibility for repair, maintenance and capital replacement

- (a) Subject to clause 8 of the main body of the RIAO, Ooredoo shall have responsibility for and shall, at its cost and expense, repair, maintain and, where necessary, replace the Ooredoo Network Elements except where such Network Elements have been damaged by OLO, in which case OLO shall either immediately repair at its own expense the Network Elements or promptly compensate Ooredoo for any repairs.
- (b) Subject to clause 8 of the Main Body of the RIAO, OLO shall have responsibility for and shall, at its cost and expense, repair, maintain and, where necessary, replace any OLO Infrastructure.
- (c) For clarity, where Ooredoo Network Elements are not provisioned in accordance with the Technical Guidelines of Annex 8 and standards used by Ooredoo, to the

extent that renders them unsuitable for use by the OLO, then Ooredoo shall be responsible for and shall bear all costs and expenses relating to the repair and replacement of any OLO Infrastructure that is damaged or adversely affected due to the Ooredoo non-compliance with Ooredoo Technical Guidelines and standards, except where the Ooredoo Network Elements were built to previous standards that may have been in operation and which may have changed over time to an extent that they differ to a significant extent to the current standards in operation. In such circumstances, Ooredoo will inform the OLO that such network elements are to a different standard and the OLO shall have the opportunity to utilize such network elements, or refuse the use of such network elements. If built to different standards and if requested by the OLO, Ooredoo shall supply evidence if available and justifications for its determination of when the Network Element was built and the relative compliance of it with relevant standards of the day.

3.2 Maintenance plans

- (a) Maintenance means any non-urgent work on the network that can be planned for in advance and may include repairs to items, removal of sand, moving items and repairing faults that were not urgent. If Ooredoo undertakes maintenance, Ooredoo shall submit to OLO, on the first day of each month, an indicative planned maintenance program, setting out in detail the maintenance activities it intends to undertake over the subsequent 6 months that are in close proximity to or reasonably expected to affect the OLO Infrastructure. This will be over an automated information system feed that Ooredoo will link to the OLO if operational; otherwise such submission of information shall be done through regular correspondence. For the avoidance of doubt, where no maintenance is undertaken by Ooredoo this clause shall not be operate.
- (b) Where OLO undertakes maintenance, OLO shall submit to Ooredoo, on the first day of each month, an indicative planned maintenance program, setting out in detail the maintenance activities it intends to undertake over the subsequent 6 months on elements in the Ooredoo network. This will be over an automated information system feed that the OLO will link to Ooredoo if operational; otherwise, such submission of information shall be done through regular correspondence. For the avoidance of doubt, where no maintenance is undertaken by OLO this clause shall not be operate.

4 Provisioned Network Element access

4.1 General

- (a) OLO shall have access upon written authorisation provided by Ooredoo to any Provisioned Network Element under the terms of this Annex.
- (b) Access shall be granted and may be supervised for reasons including:
 - (a) inventory of assets deployed within those Network Elements;

- (b) maintenance of assets deployed within those Network Elements, which may be planned according to clause 3.2 or unplanned;
 - (c) upgrades of assets deployed within those Network Elements;
 - (d) Site Surveys as specified;
 - (e) any other operational activity related to the assets deployed within those Network Elements which would occur within the natural operations of a passive network operator;
 - (f) deployment of OLO infrastructure.
- (c) Other reasons for granting Access may be agreed between Ooredoo and OLO.

4.2 Request to Access Provisioned Network Elements

- (a) If OLO wishes to access a Provisioned Network Element for any activity allowed under an Agreement, the OLO will submit a completed Access Request Form.
 - (a) Where access is required to carry out unplanned maintenance, (excluding maintenance for restoring the services provided to the end users which is under clause 4.2(e)), at least 24 hours prior to the proposed date of such access, Ooredoo will reasonably inform the OLO when such access will be possible. Note Ooredoo reserves the right to deny such access if the concerned network elements will be subject to provisioning activities by Ooredoo or any other third party at the requested time;
 - (b) Where access is required for any other purpose mentioned in clause 4.1(b), at least Five (5) Business Days prior to the proposed date of access.
- (b) The OLO must ensure that the Access Request Form submitted to Ooredoo Contains clear identification of the Provisioned Network Element, and:
 - (a) the purpose of the Accessing Party's proposed access
 - (b) date of requested access
 - (c) time of proposed access
 - (d) duration of proposed access
 - (e) reason for access
 - (f) contact information for a representative of the team that will carry out the Access.

The form shall be complete, accurate and not misleading in any way.

- (c) An Access Notification Form shall be required for the cases in Clause 4.1, and in particular for the following activities:
 - (a) Site Surveys (in accordance with Annex 1 – Clause 3.1);
 - (b) Acceptance of Network Elements (in accordance with Annex 1 – Clause 4.2);
 - (c) Implementation (in accordance with Annex 1 – Clause 4.3); and

- (d) Interconnection of new Network Elements (in accordance with Annex 5).
- (d) Following submission of an Access Notification Form by the OLO in accordance with this clause 4.2, the OLO may access the relevant Provisioned Network Element and Ooredoo shall respond to the Access Request within two (2) Business Days. Ooredoo reserves the right to deny access at the specified time where either Ooredoo or another third party also seeks access to the same elements within the stated timeframe in the Access Request Form. Ooredoo shall inform the OLO when access will be granted. For clarity, access is allowed without confirmation and acknowledgements of the Access Notification Form if these are not delivered in the specified times.
- (e) Notification of emergency access
 - (a) If OLO requires emergency access to a Provisioned Network Element, the OLO will notify Ooredoo of such emergency access by telephone, followed by sending an e-mail to the e-mail address nominated by Ooredoo from time to time, that describes the nature of the emergency and the likely time and duration of the OLO's emergency access to the Provisioned Network Element. Emergency Access covers access where Ooredoo considers that it is reasonable in the circumstances to waive the provision to notify Ooredoo with 24 hours written notice of unplanned maintenance pursuant to clause 4.2. Ooredoo shall complete its consideration of whether it is an emergency during the phone call, based on a pre-agreed list of emergency situations that the Parties will define and update from time to time and also based on reasonable opinions of the OLO's description of the requirement. The request from the OLO to access for restoring the services provided to the end users shall be part of the above list of emergencies. If the call cannot be answered then the OLO may consider there is agreement that it is an emergency. If agreement is not given then the access shall be as per unplanned maintenance.
 - (b) As soon as practicable after the emergency circumstances have ceased, the OLO will submit to Ooredoo a written report regarding such emergency access, including the following information:
 - (i) an Access Request Form and relevant safety forms (retrospectively completed in respect of such emergency access), noting that Ooredoo's prior-approvals in such forms are not relevant; and
 - (ii) such other details as may be reasonably necessary to provide Ooredoo with sufficient information about the emergency and any work performed to or in the Provisioned Network Element.
- (f) Access by both Parties at the same time
 - (a) If Ooredoo and other OLOs wish to access a Provisioned Network Element at the same time or at proximate times, the Parties will act reasonably and in good faith to co-ordinate access by each Party to that Provisioned Network Element.

- (b) In such circumstances a Party that requires emergency access will take priority over a Party that does not require emergency access.
- (g) Compliance with Landlord's conditions
 - (a) OLO must comply with any conditions that the Landlord may place on access to a Provisioned Network Element and of which OLO has been informed (whether by the Landlord or Ooredoo).
- (h) Supervision
 - (a) Unless expressly stated to the contrary, Ooredoo may choose to supervise the, access by the OLO to the Provisioned Network Elements in the cases listed in clause 4.1 and in this clause 4.2. Any charges for such activities shall be solely in accordance with Annex 3 (Services) and Annex 4 (Pricing).
 - (b) The OLO may supervise Ooredoo's access to OLO's own Network Elements in accordance with this annex where such elements are installed in or directly connected to the Ooredoo network and when Ooredoo requires access to them. Access by Ooredoo to the OLO's other elements within the OLO network is not recognised by this RIAO.
 - (c) Ooredoo may elect, at its own discretion, to waive supervision of OLO's access to the Provisioned Network Elements. Any election under clause 4.2 (h)a above, must be made within one (1) Business Day of the request to access and each Party acknowledges and there is to be no delay by Ooredoo in either making its election or in ensuring its Authorised Personnel or Approved Contractors are available to supervise such access by the OLO on the date, and at the time, access to the Provisioned Network Element has been requested.
 - (d) If either party does not inform the other of the requirement for supervision by the Party or its Approved Contractor within one (1) Business Day of the request for access being made then, if the access was already approved under the access request approval procedures then access is still permitted without supervision by Ooredoo.
- (i) Facilitation of Access
 - (a) Ooredoo shall facilitate any permitted access for the OLO to the Provisioned Network Element.
 - (b) The OLO shall be escorted by Ooredoo security and safety staff in case of an Access request to a closed site that has restricted access such as areas within an Ooredoo building. Any such request shall be done in accordance with the rest of this clause 4.2 above.
- (j) Site Access Records
 - (a) OLO must keep and maintain accurate records of all of its activities performed whilst present at that Provisioned Network Element. including without limitation details of:

- i) the OLO's Approved Contractor, if any, who accessed the Provisioned Network Element;
- ii) the work undertaken by the OLO whilst present at the Provisioned Network Element;
- iii) the time and date of such access;
- iv) any incidents which occurred whilst the OLO was present at the Provisioned Network Element in accordance with the form set out in appendix 2; and
- v) all communications and correspondence (if any) between the Parties or between that OLO and the Landlord relating to such access,

(collectively, the Access Records).

- vi) OLO must make the Access Records available to Ooredoo upon written request no later than three (3) Business days after the request is made by Ooredoo. Ooredoo must make its Access Records relating the work that related to OLO elements, available to OLO upon written request no later than three (3) Business days after the request is made by OLO, such access may occur when Ooredoo requires access to the OLO's elements in accordance with this annex where such elements are installed in or directly connected to the Ooredoo network and when Ooredoo requires access to them.

4.3 General Access Regulations to closed sites

(a) General provisions:

- i The OLO representatives accessing Ooredoo premises as per 4.2(i) shall call Ooredoo NOC before and after the access.
- ii The OLO representatives accessing shall register each access in the log book inside the premise with access time details, purpose of the visit, and signature before leaving the site.
- iii No food or drinks are allowed inside any Ooredoo premises.
- iv The OLO representatives accessing the Ooredoo premises shall not interfere with any of the hosted equipment (racks, active equipment, etc.) other than the OLO's equipment.
- v The OLO representatives accessing the Ooredoo premises shall not interfere with any of the Ooredoo equipment like: air conditioners, circuit breakers etc.
- vi The OLO representatives shall remove any equipment or waste resulted from their work inside the premise.

- vii The OLO representatives shall immediately inform Ooredoo NOC with any abnormal behaviour if noticed in Ooredoo premises during their accessing period.
- viii The OLO shall be responsible to ensure that its representatives are complying with the above.
- (b) Breaches of physical access procedures
 - i In order to ensure compliance with the above General Access Regulation, both parties agree to sign a clearance form prior to entry and exit of the premises if such a form is made available by Ooredoo at the entry point.
 - ii Any breach to the Access Regulation will lead to the suspension of any Access Request until sanctions are taken against the staff or contactor who breaches the regulations including but not limited to banning the OLO's contractor from working on Ooredoo network.

5 As-built documentation

- (a) If OLO installs any Telecommunications Equipment at a Provisioned Network Element during the term of the Agreement, OLO must:
 - (a) produce new or updated as-built documentation for the Provisioned Network Element (including engineering drawings, photographs and any other documentation) which reflects the installation of such new Telecommunications Equipment; and
 - (b) provide a copy of such as-built documentation to Ooredoo.
- (b) Items (a) and (b) above to be completed and provided within ten (10) business days of the completed installation. Where OLO has failed to provide such items, Ooredoo may, at its own discretion, suspend OLO access to the Provisioned Network Element until the required items are provided according to this Clause 5.

6 Landlord and Neighbour management

- (a) In respect of each Provisioned Network Element, OLO will use its best endeavours to maintain good relationships with the Landlord and the owners and occupiers of premises that are adjacent or reasonably proximate to the Provisioned Network Element (**Neighbours**).
- (b) The OLO acknowledges that Landlords or Neighbours may have certain restriction and/or requirements. Ooredoo shall take reasonable steps to inform OLO of such restriction and/or requirements. OLO shall be solely responsible for ensuring that its Subcontractors are made aware of such restriction and/or requirements and that its Subcontractors comply. Without limiting clause 6(a), Ooredoo shall notify OLO in writing of any specific restrictions or requirements imposed by any Landlords or Neighbours, and OLO will ensure that it does not

cause any significant and unreasonable disturbance, damage or nuisance to the Landlord or Neighbours of any Provisioned Network Element. A non-exhaustive list of behaviour that may be considered to a breach of this provision includes:

- (a) blocking the Landlord's or a Neighbour's access to their premises;
 - (b) littering;
 - (c) the use of offensive language; or
 - (d) actions which are contrary to local customs, sensitivities and circumstances.
- (c) If OLO is aware or becomes aware of any particular concerns or sensitivities of the Landlord or Neighbours in respect of a Provisioned Network Element, OLO will use reasonable endeavours to advise Ooredoo of such concerns or sensitivities from time to time.
- (d) OLO must immediately notify Ooredoo if any of its employees, agents or contractors receives any complaints from a Landlord, Neighbour or third party regarding any actions or behaviour at or around any Provisioned Network Element.
- (e) OLO must take all reasonable precautions prior to and during any installation, maintenance or construction work at a Provisioned Network Element to minimise, to the greatest extent practicable, any disruption to the Landlord, Neighbours or third Parties.
- (f) OLO must ensure that they do not obstruct access to the Provisioned Network Element in any circumstances or the space within the Provisioned Network Element reserved for the exclusive use of Ooredoo.

7 Site Agent and Health and safety

- (a) Site Agent
 - (a) Before commencing any work at a Provisioned Network Element, OLO shall appoint an agent who will be responsible for all work undertaken by the OLO, including its contractors at that Provisioned Network Element (**Site Agent**).
 - (b) For clarity, the OLO shall comply with the provisions of 4.1 above prior to the work being carried out.
 - (c) The OLO acknowledges that where applicable:
 - i) the Site Agent is responsible for obtaining and securing the necessary access keys and authorization codes to enable the Accessing Party to access the Provisioned Network Element. For clarity, Ooredoo must inform the OLO of the processes required to obtain such keys and codes prior to the work being carried out.
 - ii) the Site Agent is responsible for ensuring that access keys and authorization codes provided to him or her are kept safe and

secure and returned to the issuing Party (if applicable) within any requested timeframes.

(b) Safety

- (a) The OLO must ensure appropriate and adequate safety equipment is readily available at a Provisioned Network Element at all times including without limitation fire fighting and first aid equipment.
- (b) The OLO must provide all necessary safety equipment for all of its Approved Personnel in accordance with Annex 9.

(c) Refusal of entry for technical, security or safety reasons

Ooredoo may refuse to allow any of the OLO's personnel, agents, or contractors to access a Provisioned Network Element where Ooredoo, in its reasonable discretion, considers it necessary for technical, security or safety reasons.

(d) Electrical and mechanical equipment

- (a) OLO must ensure that all electrical equipment (including without limitation power tools) and mechanical equipment (including without limitation lifting equipment) used by the OLO at a Provisioned Network Element is in good working order and complies with all applicable legislation (including without limitation in relation to testing and inspection) and are operated, at all times, in accordance with best industry practice and any applicable legislation.
- (b) The OLO must ensure that all electrical tools used by the OLO at a Provisioned Network Element are either battery operated or be powered by an isolating transformer or a generator.

(e) Fire hazards

- (a) The OLO must ensure that all welding or cutting equipment used by the OLO at a Provisioned Network Element is in good working order and complies with all Applicable Laws and is operated, at all times, in accordance with Annexes 8 and 9 (including without limitation ensuring that suitable emergency and firefighting equipment is readily available) and any applicable legislation.
- (b) The OLO must ensure that where its personnel, agents or contractors use any welding or cutting equipment at a Provisioned Network Element, or undertake any other work or process that results in the generation of sparks or heat. The OLO must adopt and strictly enforce a "hot work" policy in accordance with best industry practice.
- (c) The OLO shall not bring into or store at any Provisioned Network Element any combustible or flammable materials or chemicals without the express written permission of Ooredoo.

(f) Asbestos

If, during the course of access to a Provisioned Network Element, a Party finds any asbestos or any material that is suspected to be asbestos, then:

- (a) The party must immediately inform the other Party of such discovery; and
 - (b) Both parties must stop all work until the Parties have inspected the Provisioned Network Element and satisfied that it is safe for the Parties to continue such work.
- (g) Accidents and Emergencies
 - (a) In event of an accident, emergency or serious threat of an accident or emergency at a Provisioned Network Element:
 - i) the Party that becomes aware of such event must immediately inform the other Party of such accident, emergency or serious threat; and
 - ii) The OLO must stop all work at the Provisioned Network Element and not enter the Provisioned Network Element until Ooredoo has inspected the Provisioned Network Element and is satisfied that it is safe for the Parties to enter the Provisioned Network Element and continue such work.
 - (b) The OLO must ensure, before the OLO commences any work at a Provisioned Network Element that the OLO's personnel, agents or contractors at the Provisioned Network Element are able to:
 - i) contact emergency services; and
 - ii) Ooredoo

In the event of an accident or emergency at the Provisioned Network Element:

- i. The OLO must ensure that:
 - (a) a first aid box is available at all times whilst any work is being performed by OLO at the Provisioned Network Element; and
 - (b) all personnel, agents, and contractors of the OLO are aware of the location of first aid box and the appropriate method of contacting emergency services and relevant parties.
 - (c) Ooredoo or its supervisor may suspend any OLO activities where OLO has failed to comply with the provisions stated at clauses 7(i)(1) and 7(i)(2) above.

8 Damage

- (a) Pre-work inspections & Damage
 - (a) Prior to commencement of any work at a Network Element, the OLO must first inspect the Network Element in presence of Ooredoo supervisor if present and the equipment installed at the Network Element for any damage.
 - (b) If a Party detects or becomes aware of:
 - i) any damage to the Network Elements or the Cables or other equipment of the other Party;

- ii) a cut to the Cable of the other Party;
- iii) damage or a cut to its own Cables or equipment; or
- iv) an accident, emergency or serious threat of an accident or emergency in respect of the Network Elements, the Cables or equipment

then that Party (Noticing Party) must:

- i) immediately inform the other Party and describe the location and nature of the damage (**Damage Notice**); and
 - ii) in the event under clause iv) above, the concerned party should inform the emergency services, where relevant, and the other Party.
- (c) Each Party may (jointly or independently) immediately implement a temporary solution to remedy the cut or damage, and to restore services, to the extent possible (**Temporary Solution**)
- (d) Each Party is responsible for bearing its own costs in respect of the implementation of the Temporary Solution.
- (e) To gain access to the Network Elements to implement the Temporary Solution:
- i) if emergency access is required to a Network Element, the OLO will request emergency access to the Network Elements in accordance with clause 4.2(e); and
 - ii) if access by both Parties is required, access to the Network Elements will be determined in accordance with clause 4.2.
- (f) Within five (5) Business Days of the date of the Damage Notice, the Parties will:
- i) jointly attend and access the Network Elements to comprehensively assess the cut or damage and limit responsibilities regarding the damage; and
 - ii) bilaterally agree to a plan for the restoration of the Network Elements or Cables (as the case may be) (**Restoration Plan**); and
 - iii) if the parties are unable to agree on a Restoration Plan, Ooredoo shall determine a Restoration Plan in accordance with the provisions of clause 8(e) below.

This does not restrict the party from its right to proceed with alternatives that may remedy the situation.

- (g) Without prejudice to any right or remedy available to either party under the law or the Agreement, the OLO will:
- i) implement any long term solution to restore its own Network Elements or Fibre Cables, in accordance with the terms of the Restoration Plan;
 - ii) bear its own costs in respect of restoring the Network Elements or Fibre Cables; and

- iii) recover its own costs incurred in connection with restoring the Network Elements or the Cables from Ooredoo if proved that it is responsible for the cut or damage.
- (b) Responsibility for damage to the Network Element or equipment installed at the Network Element
 - (a) If OLO or its agents causes any damage to the Network Element or any damage to any of Ooredoo's equipment or any third party installed at the Network Element or is otherwise responsible for such damage whilst accessing or undertaking any work at a Network Element, OLO must immediately notify Ooredoo and OLO will bear all costs and expenses associated with the repair of such damage at its own cost and expense.
 - (b) Irrespective of which party is responsible for the cost, necessary maintenance work to rectify damage will be undertaken by:
 - i) the owner of the relevant Network Element in the case of damage to Network Elements; and
 - ii) the owner of any equipment installed at Network Elements that is damaged; and
 - iii) the party responsible for the damage shall bear the cost for necessary maintenance work to rectify damage subject to limitations of liability from damages as defined in the Main Body.
 - (c) To the extent there is disagreement between the parties regarding responsibility for damage to a Network Element, the Parties shall not delay maintenance work required to rectify the damage to the Network Element and shall equally share the cost of repair, subject to the outcome of the resolution of such disagreement as per Article 17 of the main body of the RIAO, the Parties agree to then finally compensate each other.
 - (d) If Ooredoo, acting reasonably, considers that the maintenance work required to rectify the damage to a Network Element is likely to affect OLO's use of the relevant Network Element, Ooredoo:
 - i) will provide OLO an estimate of the time that Ooredoo will require to perform the necessary maintenance, including the estimated time needed to obtain any necessary approval from a third party (**Works Estimate**); and
 - ii) may provide access to alternative Network Elements to OLO, if possible.
 - (e) OLO may request changes to the Works Estimate and agree with Ooredoo on such changes which Ooredoo shall not unreasonably refuse.
 - (f) Ooredoo will commence maintenance work on the damaged Network Elements and associated facilities (but not on any equipment or infrastructure installed at a network element owned by OLO) as soon as reasonably practicable and subject to the timing of any third party consents, approvals, or permissions that may be required.

- (g) Where Ooredoo reasonably determines that OLO's Fibre Cables pose an immediate risk of personal injury or significant property damage, it may, at OLO's cost, take any interim measure necessary to prevent such injury or damage, pending attendance by OLO to perform corrective works.
- (c) Removal and replacement of equipment installed at the Network Element
 - (a) OLO must not interfere with any Telecommunications Equipment or other equipment installed or located at a Network Element except where OLO is expressly authorised to do so:
 - i) in writing by Ooredoo or relevant third party; or
 - ii) because the equipment belongs to OLO.
 - (b) OLO must not remove any communications or other equipment, or any other property, installed or located at a Network Element which belongs to, is otherwise owned by Ooredoo or another third party, or shared with Ooredoo or any third Party except where OLO is expressly authorised to do so in writing by Ooredoo or relevant third party.

9 Environmental Impact

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

10 Prohibited Activities

The OLO must ensure that no liquor, illicit drugs, dangerous weapons or firearms shall be brought onto any Provisioned Network Element at any time by any of its Approved Personnel. Personnel must not be under influence of liquor or illicit drugs. Ooredoo reserves the right to report such personnel or Contractors to the relevant authorities.

11 Interference, impairment or degradation

- (a) No interference, impairment or degradation

Each Party must ensure, at all times, that the Telecommunications Equipment it installs and operates at the Provisioned Network Element does not interfere with or degrade or impair the operation or performance of any Telecommunications

Equipment installed and operated by OLO, Ooredoo or another party at the Provisioned Network Element.

12 Remedy

- (a) Where Ooredoo, acting reasonably and in good faith, considers that:
 - (a) the Telecommunications Equipment installed and operated by the OLO at the Provisioned Network Element is materially interfering with, degrading or impairing the operation or performance of any Telecommunications Equipment installed and operated by Ooredoo or another party at the Provisioned Network Element, then:
 - i) Ooredoo may immediately suspend the operation of such Telecommunications Equipment provided that Ooredoo gives the OLO notice of such suspension as soon as reasonably practicable after taking such action; and
 - ii) The OLO must undertake all actions necessary to remedy such interference, impairment or degradation or demonstrate that such interference, impairment or degradation is not being caused by the OLO's Telecommunications Equipment.
 - (b) The suspension of the operation of Telecommunications Equipment will continue until such time as Ooredoo is reasonably satisfied that:
 - i) such interference, impairment or degradation has been remedied; or
 - ii) such interference, impairment or degradation was not caused by OLO's Telecommunications Equipment.
 - (c) OLO will continue to be liable to pay Charges (if any) for the duration of such suspension.

13 Approved purpose

- (a) The OLO shall not use a Provisioned Network Element, nor any rights or benefits granted under the Agreement in respect of a Provisioned Network Element for a purpose other than those defined by the rights granted pursuant to the terms of its public telecommunications license granted to the OLO by MICT.

14 Diversionary Works

- (a) If as a result of any public or civil works proposed or being undertaken by any public or private authority authorised to do so in the State of Qatar, there is a requirement to remove or relocate Provisioned Network Element(s) (Diversionary Works), the party informed by the said authority will immediately inform the other party by email and set a meeting within a reasonable time to discuss the plan for such removal or relocation. In case the OLO is interested to continue using the diverted Network Element, Ooredoo shall inform the OLO of such diversion (Appendix 3)

- (b) Appendix 4 of this Annex shall be used by the OLO to Request use of diverted network elements if OLO desires to continue service from Ooredoo using the diverted elements. Once the implementation is agreed by Ooredoo, the OLO can start undertaking the work (Appendix 5).
- (c) Upon completion of the diversion, OLO shall complete the form in Appendix 6 of this Annex to inform Ooredoo within five (5) business days of completion.

15 Capacity calculation and Allocation and Technical Guidelines

- (a) OLO agrees and acknowledges that Annex 8 (Technical Guidelines and Annex 1 Section 3.5 Capacity Assessments and Allocation) sets out general principles as well as setting out the minimum technical standards that each Party is required to comply with in the performance of its respective obligations under this RIAO.
- (b) OLO agrees that the obligations under Annex 8 (Technical Guidelines) are material obligations under the terms of this RIAO.
- (c) If, as a result of not complying with the Technical Rules set out in Annex 8 (Ooredoo Standards and Technical Guidelines), the OLO or its Approved Contractor causes damage to the Provisioned Network Element, the OLO is responsible for all costs and expenses to rectify the damage to the Provisioned Network Element in accordance with clause 8 of this Annex.

16 Points of contact

- (a) Ooredoo
 - Name:
 - Position:
 - Address:


 - Tel.:
 - Mobile:
 - Fax:
 - Email:
- (b) OLO
 - Name:
 - Position:
 - Address:

 - Fax:
 - Email:
 - Tel:
 - Mobile:



Appendices – Forms

Appendix 1 Physical Access Request Form

| | | |
|--|---|--------------------------------|
|  | Physical Access Request Form | <i>[Reference #]</i> |
| <p><i>To:</i> <i>[Name of Recipient]</i> <i>[Ooredoo]</i></p> <p>Subject: Physical Access Request to Site <i>[Site Number]</i></p> | | Date: <i>DD/MM/YYYY</i> |
| Proposed Access Details | | |
| <p>Site Details: <i>[Name/location/Number]</i></p> <p>Name, phone number and email of the staff to access the network element</p> <p>Detailed purpose of Proposed Access:</p> <p><input type="checkbox"/> <i>Unplanned Maintenance</i></p> <p><input type="checkbox"/> <i>Planned Maintenance</i></p> <p><input type="checkbox"/> <i>Any Other Purpose:</i></p> <p><i>[Please Specify]</i></p> <hr/> <hr/> <p><i>Is request in accordance with Notice periods?</i> <input type="checkbox"/> <i>Yes</i> or <input type="checkbox"/> <i>No</i></p> | | |



Is this form submitted for Emergency Access that has already occurred as per the Agreement?

☐ Yes or ☐ No

Time Window

Start and End Dates: DD/MM/YYYY till DD/MM/YYYY


Access Times: between
XX:YY AM and XX:YY PM

Signature

[Name of signatory]

[Date]

Appendix 2 Incident Report Form

| | | | | | |
|---|--|-----------------------------|---|--------------------------------|--|
|  | | Incident Report Form | | [Reference#] | |
| | | | | Date: [DD/MM/YYYY] | |
| Subject: Incident Report Form | | | | | |
| Site Details | | | | | |
| Name of Site: | | | | | |
| Address of New Site: | | | | | |
| Reference Number/Identifier of New Site (if any): | | | | | |
| GPS co-ordinates: | | | Latitude: | | |
| | | | Longitude: | | |
| Details of Incident | | | | | |
| <input type="checkbox"/> Death | | | <input type="checkbox"/> Landlord related issue/incident | | |
| <input type="checkbox"/> Personal injury | | | <input type="checkbox"/> Third party related issue/incident | | |
| <input type="checkbox"/> Property damage | | | <input type="checkbox"/> Other | | |
| Further details / information | | | | | |
| | | | | | |

| |
|--|
| |
| Contact details for further information |
| Name: |
| Telephone Number: |
| E-mail: |
| Signature <hr/> |

Appendix 3 Diversionary Works Notice (DWN) Form

| Diversionary Works Notice (DWN) Form | | | |
|--|--|--------|-----------|
| For Ooredoo use only | | | |
| Date of submission | Day: | Month: | Year: |
| Ooredoo Reference # | | | |
| Date of proposed Diversionary Works | Day: | Month: | Year: |
| Existing Route affected by Diversionary Works | A-end: | | B-end: |
| Provisioned Network Elements affected | <i>[List of all affected Provisioned Network Elements]</i> | | |
| Proposed Route for Diversionary Works | <i>[Comprehensive details to be provided, including proposed scope of Diversionary Works and all the details of the new network elements in the new route (including the DSRs)]</i> | | |
| Capacity available for relocation of the Provisioned Network elements | <i>[Details of available Reserved Capacity from Ooredoo]</i> | | |
| Planned completion date of the new route | Day: | Month: | Year: |
| Contact Details of the contractor executing the road works for the new route | Name: | | Position: |
| | Mobile: | | Email: |
| Attachments | <i>[any relevant details pertaining to the above sections to be included in detail here]</i> | | |
| | | | |
| | | | |
| | | | |
| <i>Ooredoo confirm that Capacity is available and reserved in the new route to accommodate the relocated affected Network Element(s)</i> | | | |
| Ooredoo contact person | Name: | | Position: |
| | Mobile: | | Email: |

Appendix 4 Diversion Provisioning Request (DPR) Form

| Diversion Provisioning Request (DPR) Form | | | |
|---|---|-----------|-------|
| For OLO use only | | | |
| Date of submission | Day: | Month: | Year: |
| OLO Reference # | | | |
| Approved PR# | | | |
| Approved ICAT# | | | |
| | | | |
| Existing Route affected by Diversionary Works | A-end: | B-end: | |
| Attachments | Alterations to the Network Elements as result of Diversionary Works | | |
| | LLD | | |
| | Roding Plan | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| OLO contact person | Name: | Position: | |
| | Mobile: | Email | |
| For OLO use only | | | |
| Date received | Day: | Month: | Year: |
| Date of reply | Day: | Month: | Year: |
| Ooredoo Reference # | | | |
| | | | |
| Forecast status | Approved <input type="checkbox"/> Having Material Inconsistency <input type="checkbox"/> Rejected <input type="checkbox"/> | | |
| Attachments | [If not approved; mention the reasons for rejection and specific areas of deficiency] | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Ooredoo Contact person | Name: | Position: | |
| | Mobile: | Email: | |

Appendix 5 Diversionary Works Implementation Notice

Diversionary Works Implementation Notice (DWIN) Form

For OLO use only

| | | | |
|--|--|-----------|--------|
| Date of submission | Day: | Month: | Year: |
| OLO Reference # | | | |
| Date of proposed Diversionary Works Implementation | Day: | Month: | Year: |
| Existing Route affected by Diversionary Works | A-end: | | B-end: |
| Provisioned Network Elements affected | [List of all affected Provisioned Network Elements] | | |
| <p><i>Ooredoo confirm that the diversionary works implementation will be done in accordance to Clauses 6.5.2(b) and 6.5.3 of Annex 3 (Operations Manual)</i></p> | | | |
| OLO contact person | Name: | Position: | |
| | Mobile: | Email: | |



Appendix 6 Diversion Completion Notice Form

| Diversion Completion Notice Form | | | |
|----------------------------------|--|-----------|-------|
| For OLO use only | | | |
| Date of submission | Day: | Month: | Year: |
| Ooredoo Reference # | | | |
| Approved DPR# or DWIN# | | | |
| | | | |
| Completed Diversionary Works | <i>[Details of the completed Diversionary Works]</i> | | |
| Attachments | <i>[GIS data of Network Elements accepted for service]</i> | | |
| | <i>As-Built Drawings for the implemented part, Route Maps, Manhole Types</i> | | |
| | <i>Updated Duct Space Records</i> | | |
| | | | |
| OLO Contact person | Name: | Position: | |
| | Mobile: | Email: | |

[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

Annex 3: Services

RIAO approved by CRA

(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO made by CRA.

ANNEX 3: Services

Contents

| | |
|---|---|
| Contents..... | 2 |
| 1. General..... | 3 |
| 2. Ooredoo Duct Access Service including Duct Interconnection | 3 |
| 3. Ooredoo Facility Hosting Service..... | 3 |
| 4. Supervision Services | 4 |
| 5. Implementation Support Charges | 5 |
| 6. Ad-Hoc Engineering Support Services..... | 5 |
| 7. Blockage clearance Services..... | 5 |

1. General

- (a) This annex describes the services offered by Ooredoo under an Agreement based on the RIAO.
- (b) Pricing for these services is defined in Annex 4, Pricing.

2. Ooredoo Duct Access Service including Duct Interconnection

- (a) The service is to be ordered and provisioned in accordance with the process defined in Annex 1. Charges are defined in Annex 4.
- (b) A **Duct Access Service** provides space in **Ooredoo Ducts** to enable laying of OLO's cables between any two points desired by the OLO and for which access to Ooredoo duct space is required and can be provisioned. For clarity, the Duct Access Service includes ducts and conduits which extend into either Single Dwelling Units (SDU) or Multi Dwelling Units (MDU).
- (c) **Duct Interconnection** may be required:
 - i to enable the OLO to make use of, and connect to the Duct Access Service. The Parties acknowledge and agree that the OLO may build its own duct infrastructure (OLO Duct Infrastructure) and that fiber cabling and other network infrastructure in the OLO Network may be connected with the OLO cabling in the Ooredoo's Network using the Duct Interconnection Service;
 - ii to enable the OLO to connect a Third Party's duct infrastructure, where the Third party is a customer or another operator, with which the OLO has access and its own contractual relationship, with its own network or with Ooredoo's duct Infrastructure; or
 - iii when the OLO has leased a Network Element from Ooredoo, in order to avoid an obstruction or area of congestion; in this case, the OLO may install a duct segment adjacent to an existing Ooredoo Duct segment.

3. Ooredoo Facility Hosting Service

- (a) Space in Ooredoo Manholes, Hand-holes, joint boxes may be provided in conjunction with the Ooredoo Duct Access Service subject to the Facility Hosting Charges as detailed in Annex 4.
- (b) Based on the aggregate Route distance provisioned, 20 litres of space will be provided without additional charge (Included Facility Hosting Space) for every one kilometre of provisioned Route distance.
- (c) This allocation of Included Facility Hosting Space may be used at any location along any Duct Route leased by OLO under an Agreement based on this RIAO and as per Annex 8.

- (d) Any additional space that is allocated to OLO will be subject to Facility Hosting charges.
- (e) The volume of space subject to Facility Hosting Charges will be calculated on the basis of each litre or partial litre of space occupied by OLO infrastructure at each of Ooredoo's Facilities.
- (f) Total Facility Hosting Service charges will be calculated by summing up the charges due for each location.

4. Supervision Services

- (a) The following tasks have charged supervision. This does not exclude the right of Ooredoo to supervise other tasks at its own discretion without charges to the OLO.
 - i Site Surveys (cf. Annex 1 Section 3.1), but only where significant physical manipulation of Ooredoo's network elements is required.
For clarity, the following does not require significant manipulations: removal of manhole covers, entry to chambers, inspections or movements of joints or cables to assist with passive inspection, tests of empty ducts for blockage, clearing of joint chambers of e.g. sand/water to assist with the survey.
For clarity, the following may require significant manipulations: Rodding or pulling of cables;
 - ii Implementation (cf. Annex 1 Section 4.4);
 - iii Blockage Clearance by OLO (cf. Annex 1 Section 7.2);
 - iv Acceptance of Implementation (cf. Annex 1 Section 4.5 a iii);
 - v Joint Inspection for validating the information provided by the OLO with the Duct Interconnection Request (cf. Annex 5 Section 2.3 c);
 - vi Duct Joint Inspection for the acceptance of the Implementation of the Interconnection (cf. Annex 5 Section 4 b);
- (b) The OLO may carry out its tasks if it has followed the due processes in this RIAO, and where Ooredoo has either agreed in writing not to supervise or the Ooredoo supervisor does not attend. No fees to the OLO would be made in these cases.
- (c) Supervision Services include supervising the OLO and/or its contractors.
- (d) In providing the Supervision Services, Ooredoo shall provide the necessary resources to perform its obligations required in an Agreement based on this RIAO, including fulfilling Service Levels (Annex 7).

- (e) All supervision under an Agreement based on the RIAO shall be charged as provided for under Annex 4.
- (f) Supervision services and resulting charges will be deemed to have ceased in the event the supervised task ends.

5. Implementation Support Charges

- (a) In support of implementation activities described in Annex 1, Ooredoo will provide support at OLO's request. Such support may include the following services:
 - i Field Feasibility Analysis: surveying of a Duct Route to verify feasibility of installing fibre cable and other infrastructure specified in an Route Access Request and for which applicable charges will be made in accordance with Annex 4.
 - ii GIS Update: update of any OLO GIS system by Ooredoo or supply of GIS information for the OLO to update its own GIS, by Ooredoo to reflect network infrastructure changes implemented by the OLO in compliance with the process described in Annexes 1 or 2, using As-Built Drawings supplied by the OLO.

6. Ad-Hoc Engineering Support Services

- (a) Ooredoo may provide ad-hoc expert support at OLO request.
- (b) Where provided, such services will be charged at the rate specified in Annex 4.
- (c) Transportation and miscellaneous expenses are not included in the rates for other services, except the Supervision Charge.
- (d) Transportation costs will be charged for all Implementation Support at the rates specified in Annex 4.
- (e) Miscellaneous expenses which have been approved in writing in advance by OLO will be charged in relation to the relevant service in accordance with the provisions of Annex 4.
- (f) Note: Ad-Hoc Request services, that require different SLAs than those provided in the RIAO may be agreed separately between Ooredoo and OLO including relevant commercial terms.

7. Blockage clearance Services

- (a) Blockage Clearance is the removal of a blockage of a Network Element encountered by OLO during the Implementation process; the following three types of Blockage Clearance are provided:

- i Blockage Clearance, Category 1: clearance of a Duct blockage located under a Pavement Area;
 - ii Blockage Clearance, Category 2: clearance of a duct blockage located under a Minor Road;
 - iii Blockage Clearance, Category 3: clearance of a duct blockage located under a Major Road
- (b) OLO may request, and Ooredoo shall provide this service without SLA.
- (c) Where provided, such services will be charged according to the rates defined in Annex 4.



[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

ANNEX 4: Pricing

RIAO Approved by CRA

(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.



ANNEX 4: Pricing

Contents

Contents..... 2

1 General..... 3

2 Billing Cycle 3

3 Price Adjustments..... 3

4 Ooredoo Duct Access Service..... 4

5 Ooredoo Facility Hosting Service..... 4

6 Supervision Charge..... 4

7 Implementation Support Services 4

8 Ad-Hoc Support Charges 5

1 General

- (a) Chargeable Services are those defined in Annex 3 – Services and pricing of Services are determined in this Annex 4 - Pricing.
- (b) Delivered Services and related installation and usage Charges shall be invoiced according to the principles defined in this RIAO and in particular according to the procedures defined in this Annex 4 - Pricing. The value of Charges incurred shall be calculated using the prevailing prices and the formulas as defined in Annex 4 - Pricing.
- (c) This Annex sets out the Charges (or principles for the calculation of the Charges) payable by OLO to Ooredoo in respect of access to the Ducts.
- (d) The Charges include:
 - (i) One-time, activity based Charges (the **Non-Recurring Charges**); and
 - (ii) Recurring Charges for access to Ducts (**Recurring Charges**).
 - (iii) The Charges include all taxes and surcharges.
- (e) All prices are given in Qatari Riyals (QAR).

2 Billing Cycle

- (a) All services will be billed on a monthly billing cycle.
- (b) Recurring Charges for services that commence part-way through a calendar month will be billed on a pro-rata basis for the initial, partial month that they are in service.
- (c) Recurring Charges for services with effective termination part-way through a calendar month will similarly be billed on a pro-rata basis for the final, partial month of service.
- (d) All recurring rental charges (for rental of Network Elements and Ooredoo's Facilities), and the Supervision Charge, will be billed in at the end of the month to which the charges apply.
- (e) All Non-Recurring Charges, such as implementation and support services, will be billed in arrears within 30 Business Days after the end of each calendar quarter.

3 Price Adjustments

- (a) The prices set out in this Annex 4 shall apply from the Commencement Date of the Agreement.

- (b) Price changes are subject to the rules and processes that are specified by the CRA.

4 Ooredoo Duct Access Service

Monthly Recurring Charges for the use of Ooredoo Ducts in respect of which Ooredoo has issued an Implementation Acknowledgement are as per the table following:

| Service | Description | Charge for 2021, 2022, 2023 |
|--------------------|-----------------------------------|---|
| Duct Access Charge | A Monthly Charge for use of Ducts | QAR 0.12 per cm ² of duct cross sectional area per linear meter. |

5 Ooredoo Facility Hosting Service

Monthly recurring charges for the use of Ooredoo's Facilities are as per the table following

| Service | Description | Charge for 2021, 2022, 2023 |
|-------------------------|---|---|
| Facility Hosting Charge | A Monthly Charge for use of space in Ooredoo's Facilities | QAR 1 per liters or partial liter of facility space. First 20 liters of facility space per linear kilometer of route distance is provided without charge |

6 Supervision Charge

Charge for supervision of OLO activities:

| Service | Description | Charge for 2021, 2022, 2023 |
|--------------------|---|--|
| Supervision charge | Charge for supervision/inspection of works by Ooredoo employees and contractors | QAR 321 per hour or part thereof of supervision, regardless the number of supervisors. Chargeable for all activities which are explicitly listed in Annex 3 Clause 4 of the RIAO. The total Supervision Charge is capped to .QAR per quarter 321,000 |

7 Implementation Support Services

The non-recurring services defined in Annex 1 (Service Implementation) and Annex 2 (Operational Procedures) are charged as follows.

| Service | Description | Charge for 2021, 2022, 2023 |
|-------------|--------------------------------------|-----------------------------|
| Area Access | Charge for an Area Access Request as | 15,000 QAR per Area |

| Service | Description | Charge for 2021, 2022, 2023 |
|---------------------------------|---|---|
| Request Fee | <p>defined in Annex 1.</p> <p>For avoidance of doubts, the charge covers all the activities required in processing the Area Access Request included in Annex 1 performed by Ooredoo following an Area Access Request, with the exclusion of the activities for which charges are explicitly defined in this table.</p> <p>Note: this fee is not refundable.</p> | <p>Access Request submitted to Ooredoo.</p> <p>N.B. The fee is not applicable to Qnbn for Areas already paid for under the IAA.</p> |
| Route Access Request Fee | <p>Charge for a Route Access Request.</p> <p>For avoidance of doubts, the charge covers all the activities required in processing the Route Access Request. This applies only to Route Area Requests related to Areas for which an Area Access Request has been already submitted by OLO and approved by Ooredoo.</p> | <p>0 (zero) QAR per Route Access Request.</p> <p>N.B. The costs for managing a RAR are already covered by the AAR Fee.</p> |
| Ad Hoc Request | <p>The parties may negotiate charges for an Ad Hoc Request according to the specific requirements of the OLO.</p> | |
| Field Feasibility Analysis | <p>Survey by Ooredoo of a Duct Route to verify feasibility of installing fibre cable, subject to limits in Annex 3 Clause 4.</p> | <p>QAR 321 per hour or part thereof</p> |
| Blockage clearance | <p>Blockage clearance performed by Ooredoo following OLO request.</p> | <p>At documented cost incurred by Ooredoo.</p> |
| Unsuccessful Blockage clearance | <p>Unsuccessful attempt by Ooredoo to clear blockage</p> | <p>At documented cost incurred by Ooredoo.</p> |
| GIS update | <p>Update of GIS system in conformance with As -Built Drawings provided by OLO</p> | <p>QAR 321 per hour or part thereof.</p> |

8 Ad-Hoc Support Charges

| Service | Description | Charge for 2021, 2022, 2023 |
|----------------------------|---|--------------------------------------|
| Ad-hoc engineering support | <p>Charge for expert support provided by Ooredoo at OLO request.</p> <p>Transportation and misc. expenses are not included.</p> | <p>321/man-hour or part thereof.</p> |



| Service | Description | Charge for 2021, 2022, 2023 |
|--|--|---|
| Transportation charge | Charge for use of Ooredoo vehicles for OLO support. | QAR 150/vehicle/ day or part thereof. |
| Misc. expenses that have been agreed in advance with the OLO | Reimbursement of expenses incurred by Ooredoo when providing support to OLO. | Time and materials with full documentation provided to the OLO. |



[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

ANNEX 5: DUCT INTERCONNECTION

RIAO Approved by CRA

(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.



SCHEDULE 5: DUCT INTERCONNECTION

Contents

Contents..... 2

1 General..... 3

2 Design and Request..... 4

3 Implementation 8

4 Acceptance..... 9

Appendices: Forms 11

1 Interconnection Request form 11

2 Interconnection Response form 12

3 Acceptance Notice Form..... 13

1 General

- (a) The Parties acknowledge and agree that OLO may build its own duct infrastructure and that OLO fibre-optic cabling and other network infrastructure in the OLO network may be connected with OLO cabling in the Ooredoo Network Elements.
- (b) OLO duct infrastructure may be interconnected with Ooredoo Network Elements where:
 - i OLO desires to connect its Network Elements or a third party's Network Elements with Ooredoo's duct infrastructure. For the scope of this clause, a third party is defined as a party under the control of the OLO and so the OLO has full responsibility for all of the third party's elements as if it were the OLO's elements, including the general obligation to comply with this RIAO where they connect to the Ooredoo network; or
 - ii OLO has leased a Network Element from Ooredoo and, in order to avoid an obstruction or area of congestion, the OLO must install or upgrade a Network Element adjacent to an existing Ooredoo Network Elements and the OLO Network Element is required by the OLO to connect to the Ooredoo Network Elements.
- (c) Generally, and as stated in the main body of this RIAO, Ooredoo should keep its network infrastructure, in a good condition. This applies to the Network Elements that the OLO is intending to interconnect with. Consequently, if there is a need to:
 - i Demolish and rebuild a network element due to what Ooredoo defines as in a bad condition;
 - ii Raise a Joint Box or Manhole to street level;
 - iii Lower an Joint Box or manhole to street level;
 - iv Demolish and rebuild a box due to shallow depth;
 - v Demolish and rebuild a box due to excessive depth;
 - vi Maintain or repair a Joint Box or Manhole.

to ensure the element complies with the Technical standards of Annex 8, then it is Ooredoo's responsibility to make it ready and in good condition for the OLO to achieve its Inter-Connection on time and without delay, the same way Ooredoo treats itself and to the same standards. Alternatively, Ooredoo shall allow the OLO to interconnect, if the OLO chooses, with its network elements in their "as-is" conditions without improving as per the above works mentioned in (i), to (vi) above. For avoidance of doubt, Ooredoo shall approve the IR and OLO shall be

responsible to carry out the interconnection work without causing damage to Ooredoo network elements.

2 Design and Request

2.1 Design

- (a) In designing the physical connection between the Ooredoo Network Elements and the OLO Network Elements, OLO will seek to optimize the design taking into account:
 - i existing environmental factors;
 - ii the need to ensure the physical safety and integrity of fibre-optic cabling and other physical infrastructure; and
 - iii any Ooredoo Technical Standards included in Annex 8 (Ooredoo Technical Guidelines).
- (b) When building a new duct, OLO may, subject to Annex 8 (Ooredoo Technical Guidelines), propose any technically feasible method in accordance with clause 2.1(a) for:
 - i installing new Network Elements to be interconnected to the Ooredoo network;
 - ii upgrade an existing Ooredoo network element for the purposes of facilitating the interconnection;
 - iii installing new duct above the existing Ooredoo Duct;
 - iv installing new duct adjacent to the existing top Duct;
 - v other techniques or methods which are in compliance with Annex 8.
- (b) Where OLO elects to build its own duct to interconnect with an Ooredoo duct, joint box or manhole, OLO shall not be limited to one OLO built duct for such interconnection if technically feasible to build more. When building a new duct(s), OLO may propose any technically feasible method in accordance with clause 2.1(a):
 - i installing new duct to be interconnected to the Ooredoo duct or Ooredoo elements
 - ii upgrade an existing Ooredoo network element for the purposes of facilitating the interconnection
 - iii installing new duct above the existing Ooredoo Duct; and
 - iv installing new duct adjacent to the existing top Duct.

- (c) When installing a new Joint-Box, OLO may propose any feasible method in accordance with clause 2.1(a), including:
 - i installing the new Joint Box adjacent to an existing joint box and connecting the two Joint Boxes with duct/lead-in ducts;
 - ii installing the new Joint-Box over top of an existing Ooredoo duct and enabling access to the duct, in accordance with Annex 8, within the newly placed Joint Box. Any Joint-Box installed over top of an existing duct shall be considered Ooredoo property; or
 - iii Subject to Annex 8, rebuilding or upgrading the existing Joint-Box at OLO's own cost.

2.2 Interconnection Request

OLO may place up to twenty (20) interconnection requests per month to Ooredoo's Network Elements. The maximum number of joint boxes to be interconnected to in one month shall not exceed fifty (50) and each interconnection request shall relate to points that are all located within the same Area and not scattered across the State of Qatar. An interconnection request requires submitting the following information:

- (a) Interconnection Request Form (as set out in Appendix 1);
- (b) Date of request, with a relevant reference number;
- (c) Design Proposal;
- (d) Project Implementation Plan;
- (e) Detailed drawings of the proposed interconnection;
- (f) List of OLO and Ooredoo network elements to be built/interconnected, including for each network element:
 - i if applicable, information on location of OLO's new network element;
 - ii if applicable, reference number of OLO's new network element;
 - iii reference number of Ooredoo's existing network elements that need to be interconnected; and
 - iv GIS coordinates for each of the Joint boxes, or other available location data.
- (g) Date for which construction of OLO's new network element or interconnection to Ooredoo's Duct Network is possible by the OLO;
- (h) In the event a central portal has been established, the above information will be submitted via this central portal (as defined in Annex 1).

2.3 Ooredoo response

- (a) Ooredoo shall respond to OLO's request for interconnection within five (5) Business Days of receiving a request by sending to OLO the Interconnection Response Form (as set out in Appendix 2) and indicating the preliminary status of the response, including the following:
 - i the date of request, reference number, and date of response;
 - ii list of Network Elements to be built/interconnected, including for each Network Element a reference number of each new Network Element;
 - iii statements if Ooredoo deems it necessary, and at the each Parties' own cost and expense, to conduct a compulsory Joint Site Inspection at the proposed interconnection points to determine whether the Interconnection Request is to be approved or rejected by Ooredoo;
 - iv alternatively, whether the Interconnection Request received from OLO will be processed by Ooredoo without the need of conducting a Joint Site Inspection.
- (b) If there is further information required, this shall be clearly defined by Ooredoo and the OLO will submit the amended request within twenty (20) Business Days. This amendment period will not result in the request being rejected or invalidated pending the update. Ooredoo will review the further information within three (3) Business Days.
- (c) The Joint Site Inspection will be conducted to validate the information provided by the OLO in the Interconnection Request and must be completed within five (5) Business Days from the Ooredoo's response in 2.3(a) above. Upon completion of the Joint Site Inspection, Ooredoo shall provide:
 - i acknowledgement/rejection (as further specified in clause 2.4(a)) of interconnection within five (5) Business Days;
 - ii date from which interconnection is possible, with that date being within fifteen (15) Business Days of the completion of the Joint Site Inspection.
- (d) In providing its response to the OLO, Ooredoo may take into consideration any Road Opening authorisations that the OLO may require to proceed to interconnection. Ooredoo reserves the right to object to any Road Opening application but this objection is subject only to the rules and procedures of the road opening processes, that show that such Road Opening is likely to constitute risks to Ooredoo's network. As the road opening is for Interconnection, the work will be close to or on Ooredoo network elements and this shall not be a reason to refuse the road opening, even if such refusals may be acceptable for other works that are independent of the Ooredoo network. The risks to the Ooredoo network are assessed under the interconnection assessment and not in the Road

Opening where work that impacts the Ooredoo elements might normally be refused. The interconnection in this Offer shall be assessed entirely on the information supplied and the non-completion of any road opening authorisations is not relevant to the assessment within the Offer. This allows Ooredoo to specifically link Interconnection and Road Opening when the road opening is applied for and to make road opening assessments under the rules of the Road Opening procedures, but it does not allow refusal of Road Opening because 1) interconnection is not approved, or 2) because the road opening is for interconnection, and in addition interconnection cannot be refused because road opening was not approved.

2.4 Rejection

- (a) In case of rejection of the interconnection of a Network Element, Ooredoo shall:
 - i Provide specific and detailed and comprehensive reasons why interconnection is not possible, within ten (10) Business Days from the date the Joint inspection was undertaken or within ten (10) Business Days from when the interconnection request was received by Ooredoo if no inspection was undertaken; and
 - ii Propose an alternative solution, which is functionally equivalent for the OLO if any solution is technically feasible and will be acceptable; and
 - iii If no solution is technically feasible, the interconnection process will end subject to options under 2.3(f) below.
- (b) If the alternative proposal from Ooredoo under clause 2.3(a)ii is accepted by the OLO, the OLO will confirm its acceptance of the alternative proposal within (5) Business Days (Alternative Proposal Acceptance) and OLO shall revise the corresponding Interconnection Request and drawings within ten (10) Business Days otherwise the IR will be cancelled. Ooredoo will provide the OLO with the approved Interconnection Form (as per Appendix 2) within five (5) Business Days from the date of receipt of the Alternative Proposal Acceptance. Ooredoo will:
 - i allow the OLO to interconnect the OLO or Third Party Network Elements and/or upgrade either the whole of, or that part of, the Network Element that is rejected and prevents the approval of the Interconnection Request by Ooredoo under clause 2.3 (a). This is subject to the Parties:
 - (A) agreeing the details of the proposed upgrade to the Network Element; and
 - (B) the timeframe for the upgrade to the Network Element.

2.5 Acceptance

- (a) If Ooredoo allows the OLO to perform the interconnection and/or upgrade in accordance with the terms of this Annex and Annex 8 (Ooredoo Technical Guidelines), the OLO will own any new built Ducts and/or Joint Boxes except as provided at clause 2.1(c)(ii) above; and
- (b) Ooredoo will remain the owner of any upgraded/re-built Joint Boxes upgraded/re-built by the OLO. If OLO does not agree with Ooredoo's final response (or the preliminary response that is deemed final), it may refer the matter for resolution in accordance with the Resolution of Dispute Process in Clause 23 of the main body of the RIAO.
- (c) In case Ooredoo fails to respond to the Interconnection Request submitted by the OLO within the required time frame, the Interconnection Request shall be deemed to have been accepted by Ooredoo,

3 Implementation

- (a) As a general condition of IR implementation after Ooredoo has approved the Interconnection Request in accordance with clause 2.3, an Approved Contractor, appointed by OLO, will, at OLO's instruction, carry out all construction and interconnection work described in the OLO's implementation plan within three (3) months of receiving the final approval subject to the OLO being granted approval from relevant authorities as may be required. The work will be in accordance with Annex 2 (Operational Procedures);
- (b) The IR implementation plan should be submitted to Ooredoo for its acceptance, if updated. This may be the same plan as was submitted in the IC request;
- (c) OLO shall notify Ooredoo not less than five (5) Business Days in advance to start the interconnection implementation work.
- (d) Any work done by OLO or its subcontractors should be done in compliance with Ooredoo Technical Guidelines (Annex 8). Ooredoo may supervise the construction and interconnection work carried out in line with the relevant clauses in Annex 1 and Annex 4 (pricing)
- (e) Except where expressly stated above, the OLO shall bear the cost of the construction of any new network elements.
- (f) Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo standards and the ownership of New Structures will be with Ooredoo. This is required if the parts are not generally available to the OLO with the same standards as required by Ooredoo. The cost for such equipment and accessories will be at OLO's expense. OLO may supply the equipment itself if generally available.

4 Acceptance

- (a) Within ten (10) Business Days after finalizing any construction and interconnection work defined in this Annex, the OLO shall notify Ooredoo for the completion of interconnection work and provide Ooredoo with Completion Notice Form in Annex 1, including the As-Built Records.
- (b) Ooredoo and OLO shall undertake joint final inspection of the work according to the IR Implementation Plan utilizing a vendor from the list of Approved Contractors specified under the Agreement. OLO shall bear the vendor's costs with regard to the joint final inspection;
- (c) Ooredoo shall review the As-Built Records and respond within five (5) Business Days of receipt of such with an Acceptance Notice (in the form set out in Appendix 3) by either:
 - i acknowledging the completion of the construction and interconnection work by sending a written Acceptance Notice to OLO (as set out in Appendix 3); or
 - ii to the extent the As Built Records materially deviate from the relevant Interconnection Response Form, rejecting the completion of the construction and implementation work by sending a written rejection notice to OLO, which shall provide specific reasons for the rejection and specifications for the required corrective works to be undertaken by the OLO for the constructions to be accepted;
 - iii if no response is provided then acceptance is deemed to have been given.
- (d) Following acceptance of the completion of the construction and interconnection work by Ooredoo in accordance with clause 4(c)i, both parties shall update their own records and their GIS Systems.
- (e) In case of rejection of construction and interconnection work by Ooredoo in accordance with clause 4(c)ii OLO shall develop a new Project Implementation Plan and remedy the rejected construction and interconnection work in accordance with clause 3. The OLO will then re-submit the Completion Notice Form as provided in Appendix 3 and the As-Built records to Ooredoo. Ooredoo shall respond within 5 Business days with its acceptance or rejection. The OLO shall not use any Network Element included in the interconnection process until a final approval is provided by Ooredoo of the Completion Notice and As-Built records are submitted. If Ooredoo does not respond with approval within the required time of clause (c), then the OLO may use the Network Element.
- (f) If Ooredoo fails to issue its acceptance in accordance with clause 4(e) above without any justifications given as per its technical requirements, the OLO may refer the matter to Resolution of Dispute under clause 23 of the Main Body.



Appendices: Forms

1 Interconnection Request form

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

2 Interconnection Response form

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

3 Acceptance Notice Form

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



[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

Annex 6: Dictionary

RIAO Approved by CRA
(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.



Annex 6: Definitions

Contents

1 Defined terms..... 3

1 Defined terms

Abandoned Access Request means any request for access to Network Elements submitted by OLO where the processing of the same by Ooredoo would require further action to be taken by OLO and OLO fails to take any such further action within the required time frame as provided for in Annex 1 of this RIAO.

Access Records has the meaning given to it in clause 4.2(j) of Annex 2.

Area Access Request Fee means the one off fee paid by the OLO as stipulated in Annex 4

Area Access Request Form means the form set out in Appendix 1 of Annex 1.

Area Access Request has the meaning given to it in clause 2.2(a)(i) of Annex 1.

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

Access means access to Ooredoo's passive duct infrastructure.

Access Provider means Ooredoo within the context of this RIAO.

Ad Hoc Route Access Request has the meaning set out in clause 2.4(e) of Annex 1.

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

Annex means an annex to the main body or Annex to the Agreement.

Appendix means an appendix to the main body or Annex to the Agreement.

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

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

Approved Contractor means the persons designated as such in Annex 1.

Approved Materials List has the meaning given to it in clause 8 of Annex 1

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

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

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

Authorisation means an authorization issued by ictQATAR / Communications Regulatory Authority (CRA) or any successor or equivalent body with regulatory supervision of either of the Parties.

Available Capacity has the meaning given to it in clause 3.2(g) of Annex 1.

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

Blockage Clearance Acceptance has the meaning given to it in clause 7.3(h) of Annex 1.

Blockage Clearance means the process for removing a Blockage as set out in clause 7 of Annex 1 and defined in Annex 3.

Blockage Clearance Report has the meaning given to it in clause 7.2(e) of Annex 1

Blockage Removal Authorization has the meaning given to it in clause 7.2(b) of Annex 1

Blockage Removal Authorization Request has the meaning given to it in clause 7.2(a) of Annex 1

Blockage Removal Proposal has the meaning given to it in clause 7.3(d) of Annex 1.

Blockage Removal Request Form means the form set out in Appendix 9 of Annex 1.

Blockage has the meaning set out in clause 3.3(a) of Annex 1.

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

Calendar day means a period of 24 hours ending at midnight including weekends and public holidays.

Capacity Constraint means a constraint on the capacity of a Network Element for any of the reasons specified in clause 3.3(a) of Annex 1.

Central Portal has the meaning given to it in clause 5.2(a) of Annex 1.

Charges means both the Recurring Charges and the Non-Recurring Charges.

Commencement Date has the meaning given to it in clause 3 Part Two of the main body.

Communications Regulatory Authority means the authority regulating the telecommunications sector in the State of Qatar.

Confidential Information means all information relating to the Disclosing Party and its affiliates and their respective businesses and affairs, including information which relates to a Party or its affiliates' current or future services, business undertakings or opportunities, trade secrets, techniques, data, specifications, methods, techniques, processes, concepts, know how, studies, reports, forecasts, technology, software, programs, customer names or other technical or business material furnished by or on behalf of the disclosing Party to the

Receiving Party or any of its representatives, regardless of the manner in which it is furnished, whether or not:

- (a) disclosed before or after the Commencement Date;
- (b) generated or made known to a Party in the course of carrying out the Approved Purpose;
- (c) designated as confidential; or
- (d) in material form.

Collocation Service the service offered by Ooredoo to OLO for the physical space, ancillary services (i.e. AC and Power), surveillance and other services, if feasible, as per OLO's request.

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

Damage Notice has the meaning given to it in clause 8 Annex 2.

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

Desk Survey has the meaning given to it in clause 2.5(f) of Annex 1.

Desk Survey Information means the information provided pursuant to a Desk Survey conducted in clause 2.5(g) of Annex 1.

Disclosing Party has the meaning given to it in clause 15 of the main body of the Agreement.

Dispute Resolution Process means the dispute resolution process set out in clause 23 of the main body of the RIAO.

Duct Access Charge means the charges for use by OLO of Ooredoo Ducts Access Service.

Duct Access Service provides space in Ooredoo ducts to enable laying of OLO's optical cables between any two points desired by the OLO and for which access to Ooredoo duct space is required and can be provisioned. For clarity, the Duct Access Service includes, but is not limited to, ducts and conduits which extend into either Single Dwelling Units (SDU) or Multi Dwelling Units (MDU).

Duct means an underground conduit used to house telecommunications cables. This include any Duct that is built, owned, leased and/or operated by Ooredoo regardless the diameters (for avoidance of doubts, D54 and D56 Ducts are also included).

Duct Section means the segment of a duct between two Joint Boxes, Manholes or similar structures.

Due Date has the meaning given to it in clause 17.3 of the main body.

Duct Way. This is the set of ducts that enter or leave a joint box or manhole. A duct way may be a single duct (in small JRC4 boxes) or 1x2 ducts in medium (JRC12) boxes or 2x2 in larger JRC 14 boxes. The duct ways on a box or manhole wall together form a **Duct Bank** that forms the **Duct Section** linking to another box or manhole. The maximum number of duct ways on a wall or in total within a box are defined by the technical standards or in this RIAO.

Effective Capacity has the meaning given to it in clause 3.2(b) of Annex 1.

Emergency mean a serious and unexpected situation requiring the immediate intervention and action of the OLO, failing which may result in outage.

Facilities mean Joints Boxes, Manholes and Hand-holes.

Failure Level has the meaning given to it in clause 1.2 of Appendix 2 of Annex 7.

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

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

Force Majeure Event has the meaning given to it clause 45.2 of the main body.

Further Information Request has the meaning given to it in clause 2.3(c)(ii) of Annex 1.

GIS means the Geographic Information System.

GIS System has the meaning given to it in clause 5.3 of Annex 1.

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

Gross Capacity has the meaning given to it in clause 3.2(b) of Annex 1.

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

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

Implementation Acknowledgement has the meaning given to it in clause 4.5 (a)(i) of Annex 1.

Implementation Completion Notice has the meaning given to it in clause 4.4(h) of Annex 1

Implementation means the process by which OLO (or its Approved Contractor acting on OLO's behalf) shall deploy OLO infrastructure in one or more Ooredoo Network Elements as described in clause 4 of Annex 1.

Incident Report Form means the form set out in Appendix 2 of Annex 2.

Indemnified Party has the meaning given to it in clause 50.1 of the main body.

Indemnifying Party has the meaning given to it in clause 50.1 of the main body.

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

Interconnection Response Form means the form set out in Appendix 2 of Annex 5.

Invoicing Party has the meaning given to it in clause 18.2 of the main body of the Agreement.

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

Main Body means the main body of the RIAO.

Maintenance Capacity has the meaning given to it in clause 3.2(b)(iii) of Annex 1.

Major Road means primary, secondary, and district distribution Highway Roads, and any dual carriageways.

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

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

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

Neighbour has the meaning given to it in clause 6(a) of Annex 2.

Network Element means any Ducts, Joint Boxes and Manholes in Ooredoo's or OLO's Network, as appropriate.

Network means a public telecommunications network in Qatar.

Noticing Party has the meaning given to it in clause 8(a) of Annex 2.

Ooredoo Duct means a duct built, owned, leased and/or operated by Ooredoo regardless the diameters (for avoidance of doubts, D54 and D56 Ducts are also included).

Ooredoo Network Element means a Network Element owned by Ooredoo.

Ooredoo Technical Standards means the technical standards provided by Ooredoo to the OLO pursuant to an Agreement based on this RIAO and included in Annex 8.

Operational Service Level (OSL) has the meaning set out in Annex 7.

Party means a Party or the parties to the Agreement.

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

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

Provisioned Network Element means a Network Element provisioned by Ooredoo in accordance with clause 4 of Annex 1.

Provisioning Request means a provisioning request for a Network Element submitted by OLO to Ooredoo in accordance with clause 4.1 of Annex 1.

Physical Access Request Form means the form set out in Appendix 1 of Annex 2.

OLO Infrastructure and OLO Network Infrastructure means any equipment, assets or other items that OLO has installed or accommodated in any Network Element in accordance with the Agreement.

Receiving Party has the meaning given to it in clause 15.5 of the main body of the Agreement.

Rejection Notice has the meaning given to it in clause 4.3(c)(ii) of Annex 1.

Relevant GIS Data has the meaning given to it in clause 5.3(a) of Annex 1.

Repeat Failure has the meaning given to it in clause 3.a of Annex 7.

Reserve Capacity has the meaning given to it in clause 3.2(e) of Annex 1.

Restoration Plan has the meaning given to it in clause 8(f)(ii) of Annex 2.

Road Opening Approval has the meaning given to it in clause 7.3(c) of Annex 1.

Route means a continuous path of ducts.

Route Access Request Fee means the one off fee paid by the OLO as stipulated in Annex 4 for each Route Access Request.

Safety and Security means the requirements pursuant to Annex 9

Second Site Survey has the meaning given to it in clause 3.1(l) (i) of Annex 1.

Service Credit means an amount calculated in accordance with Annex 7 in respect of a failure by Ooredoo to comply with one or more of the Service Levels.

Service Levels means the service levels set out in Annex 7.

Single Route Infrastructure Lease Form means the form set out in Appendix 11 to Annex 1.

Site Agent has the meaning given to it in clause 7(a) of Annex 2.

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

Site Survey Results has the meaning given to it in clause 3.1(j) of Annex 1.

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

Technical Feasibility – defines when a solution is possible. A solution is feasible when it is technically practical and does not cause significant or unreasonable risks and complies with the technical standards that are in Annex 8 or as may be agreed in Technical Guidelines, but the solution need not be totally compliant with existing or past practices.

Technical Guidelines means the guidelines and standards included in Annex 8

Telecommunications Equipment means any telecommunications equipment or assets.

Telecommunications Licence means a Public Fixed Telecommunications Licence or Public Mobile Telecommunications Licence.

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

Telecoms Law means Decree Law number (34) of 2006 of the State of Qatar.

Temporary Solution has the meaning given to it in clause 8(c) of Annex 2.

Terminating Party is the party terminating a service or the Agreement.

Third-Party any party other than licensees entitled to duct sharing.

Updated Route Access Request Form means the form set out in Appendix 2 to Annex 1.

Usable Capacity has the meaning given to it in clause 3.2(c) of Annex 1.

Working Hours means the hours between 07.00 and 15.00 on a Business Day.

Works Estimate has the meaning given to it in clause 8(b) of Annex 2.

Zone means a zone as defined by the Ministry of Municipality and Urban Planning (MMUP) in Qatar.





[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

ANNEX 7: SERVICE LEVEL GUARANTEES

RIAO Approved by CRA
(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.



Annex 7: SERVICE LEVEL GUARANTEES

Contents

1 Introduction.....3

APPENDIX 1 – Service Levels4

1 Operational Service Levels4

APPENDIX 2 – Service Credits7

1 Service Levels, Failure Levels7

2 Value of Service Credits7

3 Remediation Plan7

4 Escalation.....8

5 Cancellation of Access Requests8

1 Introduction

- (a) This Annex sets out the Service Levels that Ooredoo must meet in the performance of its obligations in relation to the ordering and provisioning process set out in this RIAO and the Service Credits payable by Ooredoo for any failure to meet those Service Levels.
- (b) Service Credits shall be calculated in accordance with Appendix 1 of this Annex and recovered by the OLO in accordance with the main body of the Agreement.
- (c) The payment of Service Credits in accordance with the provisions of this Annex 7 shall constitute the sole financial remedy available to OLO as compensation for any failure by Ooredoo to meet the agreed service levels except if Ooredoo's failure to perform its obligations in accordance with the Service Levels is a result of fraud, gross negligence or wilful misconduct. This does not exclude additional remedies from the Resolution of Dispute under clause 23 of the Main Body.
- (d) Unless otherwise agreed between the Parties Service Credits shall be calculated monthly and paid in accordance with clauses 17 and 18 of the Main Body.
- (e) The mechanism for applying Service Levels and Service Credits is set out in Appendix 1.

APPENDIX 1 – Service Levels

1 Operational Service Levels

- (a) The Service Levels are set out in the tables below.
- (b) Table 1 defines the Operational Service Levels (OSL) that Ooredoo commits to, and where these are not met a service credit may result.
- (c) Ooredoo commits to OSL for end to end processes from the submission to completion of:
 - i. the Area Access Request (AAR). This process starts with the submission of an AAR and ends with the delivery of maps and relevant information to the OLO;
 - ii. the Route Access Request (RAR) to Implementation. This process starts with the submission of a Normal RAR and ends with the Implementation Acknowledgement sent by Ooredoo to the OLO;
 - iii. the Blockage Clearance. This process starts with the submission of a Blockage Clearance Request and ends with Ooredoo's Approval of the Request;
 - iv. the Interconnection Request. This process starts with the submission of a request for Interconnection and ends with the Inspection approving the implemented Interconnection.
- (d) The Operational Service Levels (OSL) excludes the time needed by Ooredoo to 1) wait for OLO to provide missing information and 2) execute an action following the failure from OLO to provide required information or 3) excluding actions due to an emergency. It also considers the parameters of Annex 1 regarding the quantities Ooredoo can handle for each process.
- (e) The OSL shall be calculated for any single request. For avoidance of doubts, any single request may generate a Service Credit if Ooredoo does not respect the Time Commitment.

Table 1

| SLA | Process Type | Commencement Trigger | Completion Trigger | Time Commitment for Process (Business days) | Service Credits |
|-----|---------------------------|---|---|---|---|
| 1 | AAR process | OLO submits Area Access Request . Annex 1 | Ooredoo delivers maps and relevant information to the OLO See annex 1 section 2.3 | <ul style="list-style-type: none"> •OSL: 20 •FL0: >20 •FL1: >22 •FL2: >24 •FL3: >26 | <ul style="list-style-type: none"> •OSL: 0% •FL0: 10% •FL1: 20% •FL2: 35% •FL3: 50% Credits are percentage of each access request fee |
| 2 | RAR | OLO submits Route Access Request | Implementation Acknowledgement sent by Ooredoo to the OLO | <ul style="list-style-type: none"> •OSL: 38 •FL0: >38 •FL1: >41 •FL2: >45 •FL3: >49 The target time is defined by a weighted average for optional tasks plus the times of tasks that have to be conducted. The minimum possible time is 28 days and the maximum is 66. | <ul style="list-style-type: none"> •OSL: 0% •FL0: 10% •FL1: 20% •FL2: 35% •FL3: 50% Credits are percentage of annual duct rental in the RAR |
| 3 | Blockage clearance by OLO | OLO submits blockage clearance request Annex 1 Section 8 | Clearance request approval is sent by Ooredoo (does not include time for OLO to do the clearance) | <ul style="list-style-type: none"> •OSL: 6.5 •FL0: >6.5 •FL1: >8 •FL2: >10 •FL3: >12 Approval of the clearance is 5 days Above values are increased by 5 days if the clearance request required additional information. CRA assumes at most 30% require further information. So the | <ul style="list-style-type: none"> •OSL: 0% •FL0: 10% •FL1: 20% •FL2: 35% •FL3: 50% Credits are percentage of first year's duct rental in the RAR that requires the blockage clearance, where rental is based on the end to end rental of that |

| | | | | target time is 6.5 days | duct segment in which the blockage existed |
|---|-------------------------|---|--|---|--|
| 4 | Interconnection Request | <p>OLO submits interconnection request</p> <p>Annex 5</p> | Inspection approving the implemented Interconnection | <ul style="list-style-type: none"> •OSL: 21 •FL0: >21 •FL1: >23 •FL2: >26 •FL3: >29 <p>OSL: Based on weighted sum of all tasks. Worst case time is 30 days if every additional tasks were required</p> | <ul style="list-style-type: none"> •OSL: 0% •FL0: 10% •FL1: 20% •FL2: 35% •FL3: 50% <p>Credits are percentage of first years duct rentals that make use of the Interconnection elements</p> |

APPENDIX 2 – Service Credits

1 Service Levels, Failure Levels

- (a) Ooredoo shall perform its obligations in accordance with the Service Levels set out in Table 1.
- (b) There is an operational service level (**OSL**) which defines the time required by Ooredoo to complete each process type. Each SLA also has four **Failure Levels** – FL- (FL0, FL1, FL2 & FL3). Each of these Failure Levels corresponds to a delay by a number of Business Days by Ooredoo in meeting the timeframes set out to complete a type of process as defined in Appendix 1.

2 Value of Service Credits

- (a) Each Failure Level has an associated financial value, (the **Base Financial Value**), calculated as a percentage of one years' Duct rental charge.
- (b) The Base Financial Value of each Failure Level shall be as below:

| Failure Level | Service Credit (as percentage of 1 years' duct rental charge) |
|---------------|---|
| FL0 | 10% |
| FL1 | 25% |
| FL2 | 35% |
| FL3 | 50% |

3 Remediation Plan

- (a) Where Ooredoo fails to achieve the OSL in three or more consecutive measurement periods of one quarter of a year (a **Repeat Failure**), that includes 3 consecutive failures, OLO may serve notice on Ooredoo informing Ooredoo of that Repeat Failure and requiring Ooredoo to:
 - i. perform a root cause analysis of the Repeat Failure and report the results of that analysis to OLO within 10 Business Days; and
 - ii. prepare and submit to OLO an appropriate remediation plan specifying the measures Ooredoo shall take, at no additional cost to OLO, to remedy the Repeat Failure and ensure that it does not recur (a **Remediation Plan**). Ooredoo shall submit the Remediation Plan to OLO within 15 Business Days after receiving notice from OLO in accordance with this clause.
- (b) Ooredoo shall consider any comments that OLO may have on the Remediation Plan and shall implement it within 10 Business Days after receiving any such

comments including the comments from the OLO if they are feasible. The remediation plan shall be agreed within the framework of the joint-access committee.

4 Escalation

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

5 Cancellation of Access Requests

- (a) If in relation to an Access Request, Ooredoo reaches FL3 for any of the processes above, OLO shall be entitled to cancel that Area Access Request without liability and without prejudice to its other rights and remedies.



[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

Reference Infrastructure Access Offer (RIAO)

ANNEX 8: Technical Guidelines

RIAO Approved by CRA
(CRA 2016/06/22B)

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.

ANNEX 8: Technical Guidelines

Contents

| | |
|---|----|
| 1. General | 3 |
| 2. Duct Capacity Calculation and Constraints | 3 |
| 3. Facilities Hosting | 4 |
| 4. Duct Infrastructure Upgrades and New Build guidelines | 6 |
| 5. Joint Box Technical Rules | 6 |
| 6. Bore numbering guidelines | 7 |
| 7. Interconnecting the OLO's Duct route to Ooredoo's existing Joint Box with upgrade to Ooredoo's existing Joint Box | 11 |
| 8. Upgrading Duct route without upgrading the Ooredoo existing Joint Box..... | 13 |
| 9. Upgrading Duct Route to with upgrading Ooredoo's existing Joint Box..... | 14 |

1. General

1.1 Purpose

- (a) The purpose of this Annex 8 is to include Technical Guidelines that are not included in other Annexes.
- (b) The parties agree and acknowledge that the Technical Guidelines provided under this Annex are intended to be general guiding principles for the scope of the RIAO and are not meant to replace the Ooredoo Technical Standards. The Technical Standards define equipment types and specifications that are normally used in the network and to which installations should normally comply with.
- (c) Where the Technical Guidelines in this Annex contradict the Ooredoo Technical Standards, the parties agree and acknowledge that the Technical Guidelines shall prevail.

1.2 The Overriding Non-Discrimination Principle shall apply

- (a) The Parties acknowledge and agree that non-discrimination clause (cf. clause 4 of Part Two the Main Body) shall apply to the performance of all obligations by Ooredoo under this RIAO.
- (b) The Non-discrimination clause places an obligation on Ooredoo to provide access to, and use of, Network Elements and Services, by the OLO, on the same timescales, terms and conditions and by means of the same system and processes, and includes the provision to OLOs of the same level of information regarding Network Elements, Services, systems and processes with the same degree of reliability and performance as it would provide to its internal Divisions when providing and/or managing the same.
- (c) This RIAO may define timescales, terms and conditions, processes information etc. that may differ from Ooredoo internal levels but these should not be worse than used by itself, so that the non-discrimination clause means that the internal service defines the minimum possible service that is supplied to the OLO.

2. Duct Capacity Calculation and Constraints

2.1 Duct Capacity

- (a) Duct Capacity is defined in Annex 1

2.2 Technical Rules Applicable to Duct Capacity

- (a) See Annex 1 for Duct Capacity definitions.

- (b) Any space created by the removal of Capacity Constraints, as defined in clause 3.3 of Annex 1 shall be treated as additional Available Capacity.
- (c) Available Capacity in a Network Element shall be determined as specified in this RIAO, first on a preliminary and non-binding basis using the results of the Desk Survey (if applicable) and finally by Site Surveys in accordance with Annex 1 (Service Implementation).

2.3 Capacity Constraints for Ducts

- (a) Duct Capacity constraints are defined in Annex 1.

3. Facilities Hosting

3.1 Capacity Calculations

- (a) This section sets out the principles of calculating the volume occupied by the Ooredoo Network Elements and the Technical Guidelines to apply to Facility Hosting activities of the Parties.
- (b) The volume occupied by the OLO Network Elements shall be calculated as follows:
 - i. Joint Closures: a Joint Closure will be considered as a box (a rectangular prism or a cube). The volume of the Joint Closure will therefore be calculated as follows

$$V = L \times W \times D$$

Where:

V = volume, L = length, W = width and D = Depth of the Joint Closure
 - ii. The cable coil will be considered as a cylinder and its volume will therefore be calculated as follows:

$$V = \text{PI} \times r \times r \times h$$

Where:

V = volume, PI = 3.14 r = radius of the cable coil and h = height of the cable coil.
- (c) Basic Rule: Irrespective of:
 - i. the type of the existing joint closures in the Joint Box/Manholes; and
 - ii. the number of the existing joint closures in the Joint Box/Manholes,
- (d) the OLO can install maximum of 2 joint closure in JRC-14 and JRC-12 Joint Boxes and one in JRC-4 subject to the following:

- (A) Total number of closures (existing + 1 reserved for Ooredoo's future use + OLO's proposed closure) in JRC12 does not exceed 4.
- (B) Total number of closures (existing + 1 reserved for Ooredoo's future use + OLO's proposed closure) in JRC14 does not exceed 10.

The maximum number of closures stated in 3.1.(d)A and 3.1.(d).B above are calculated based on the following:

- 3.1.d.i.B.1 maximum usable space of a joint box is 50% of the joint box total volume.
- 3.1.d.i.B.2 JRC12 total volume is 0.588 Cu. M. (JRC12 internal dimensions are 1170mm x 680 mm x 740 mm)
- 3.1.d.i.B.3 JRC14 total volume is 1.289 Cu. M. (JRC14 internal dimensions are 2285mm x 680 mm x 830 mm)
- 3.1.d.i.B.4 Average volume of Fiber Optic Closure and 20m of 288F cable coil is 0.052 Cu. M.
- 3.1.d.i.B.5 Additional space for 2 cable coils (each of 20m of 288F cable) is reserved.
- (e) Ooredoo reserves the right to book at least one joint closure irrespective of the type of Joint Box for known future needs.
- (f) For a Joint Box larger than JRC-14 (i.e. Manholes), the OLO may install more than two Joint Closures subject to space availability.

3.2 Capacity Constraints for Facility hosting

- (a) If there is no Available Capacity in the Joint Box, the OLO may:
 - i. upgrade the Ooredoo's existing Joint Box to higher structure; or
 - ii. build its own Joint Box and interconnect with the existing Ooredoo's Joint Box in accordance with 5 (Interconnection) and the Technical Rules set out in this Annex.
- (b) If the OLO elects to upgrade the existing Ooredoo's Joint Box to a higher structure, Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo Technical Guidelines included in this Annex and supplemental and Standards. The ownership of the New Structures will be with Ooredoo. OLO may install its Joint Closure inside the New Structures at no cost or expense to Ooredoo.

4. Duct Infrastructure Upgrades and New Build guidelines

- (a) Where Capacity Constraints are identified, as a general principle the OLO may elect one of the following Scenarios:

Scenario 1: Interconnecting the OLO's Duct route to Ooredoo's existing Joint Box without upgrading the Joint Box – see Annex 5;

Scenario 2: Interconnecting the OLO's Duct route to Ooredoo's existing Joint Box by upgrading the existing Joint Box – see Annex 5;

Scenario 3: Upgrading the Duct route without upgrade to Ooredoo's existing Joint Box (by either adding more ducts adjacent to, or on top of, Ooredoo's existing ducts)– see Annex 5; or

Scenario 4: Upgrading the Duct route, with upgrade to Ooredoo's existing Joint Box (by either adding extra Ducts to, or on top of, Ooredoo's existing ducts) – see Annex 5.

Scenario 5: upgrade the OLO's existing Joint Box to higher structure; or

Scenario 6: the OLO to build its own Joint Box and interconnect with the existing Ooredoo Joint Box in accordance with Annex 5 (Interconnection) and the Technical Guidelines set out in this Annex.

- (b) In performing the work in Scenarios 1 to 6 above, each Party shall comply with the Technical Guidelines set in this Annex.
- (c) In addition to the scenarios stated in clause 4(a) above, the OLO may, regardless of existing Ducts or the maximum number of Ducts on the A-side wall, interconnect 2 x D56 Ducts into the B-side wall of the Ooredoo Joint Box (JRC4 and higher structures).
- (d) The OLO shall submit an Interconnection Request in accordance with Annex 5 (Interconnection) for any required upgrade or interconnect scenario in clause 4(a) above.

For the avoidance of doubt the OLO should fix an identification plate in the box to indicate its ducts.

5. Joint Box Technical Rules

5.1 *The following are general principles applicable under this RIAO*

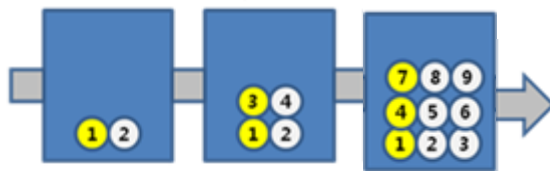
- (a) JRC-4: a maximum of 2 Duct ways (each 1 duct) may be interconnected by the OLO to the relevant Ooredoo Duct Infrastructure, subject to the following conditions being satisfied:

- i. the total number of ways (existing and new) does not exceed 2 ways per wall and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex; and
 - ii. a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex. 45cm depth is permissible here at the point of entry, and with other joint boxes where there are pre-existing ducts at 60 cm that requires new ducts to enter higher up, else the 60 cm standard should be adhered to.
- (b) JRC-12: a maximum number of 2 Duct ways (each 2 x1 ducts) may be interconnected by the OLO to the relevant Ooredoo Duct Infrastructure subject to the following conditions being satisfied:
- i. additional duct ways may be added provided that the total number of duct ways does not exceed a maximum of 4 ways and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex; and
 - ii. irrespective of the number of ducts added, a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (c) JRC-14: a maximum number of 2 Duct ways (each 2 x 2 ducts) may be interconnected by the OLO to the relevant Ooredoo Duct Infrastructure subject to the following conditions being satisfied:
- i. additional duct ways may be added provided that the total number of duct ways (existing and new) does not exceed a maximum of 6 ways and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex; and
 - ii. irrespective of the number of ducts added, a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (d) In each of (a), (b) and (c) above:
- i. where agreed by the OLO, interconnection in accordance with the above will be at no cost to Ooredoo;
 - ii. ownership of the Joint Box remains with Ooredoo; and
 - iii. ownership of the new Duct will remain with the OLO.

6. Bore numbering guidelines

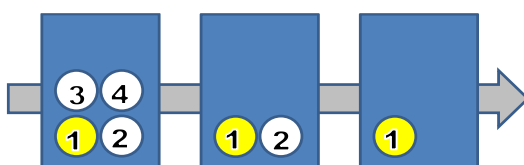
6.1 The following are general principles applicable under this RIAO

- (a) The Parties agree to follow the following guidelines:
- i. To read (identify) the bore (or Duct) number in a duct bank inside a Joint Box or a Manhole, start from the "From Structure", and count from left to right and then bottom to top.
 - ii. The From Structure will be identified either:
 1. as specified by Ooredoo in the Duct Space Record document (DSR); or
 2. by looking at the Joint Box wall accommodating the Duct bank opposite the CO; or
 3. starting from the "A" end towards the "B" end as specified in the Provisioning Request; or
 4. following the cable laying direction.
- (b) The below diagram illustrates the numbering convention:



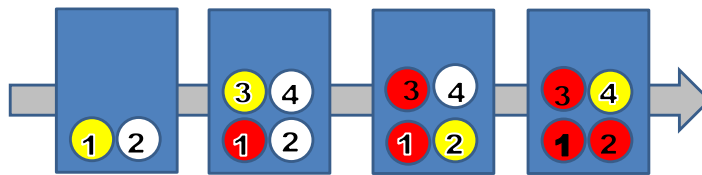
Bore selection guidelines

- (a) The Parties agree to follow the following guidelines:
- i. start with bore number 1 and continue with the same bore while avoiding any bore shifting (i.e. crossings in the Joint Box) to the extent possible.
 - ii. if bore number 1 is not available, select bore number 2 and continue with that same bore while avoiding any bore shifting to the extent possible.
 - iii. if bore number 2 is not available, select bore number 3 and continue with that same bore while avoiding any bore shifting to the extent possible; and
 - iv. continue with the remaining bores in numerical order.
- (b) The below diagram illustrates the bore selection rules:



Bore shifting guidelines:

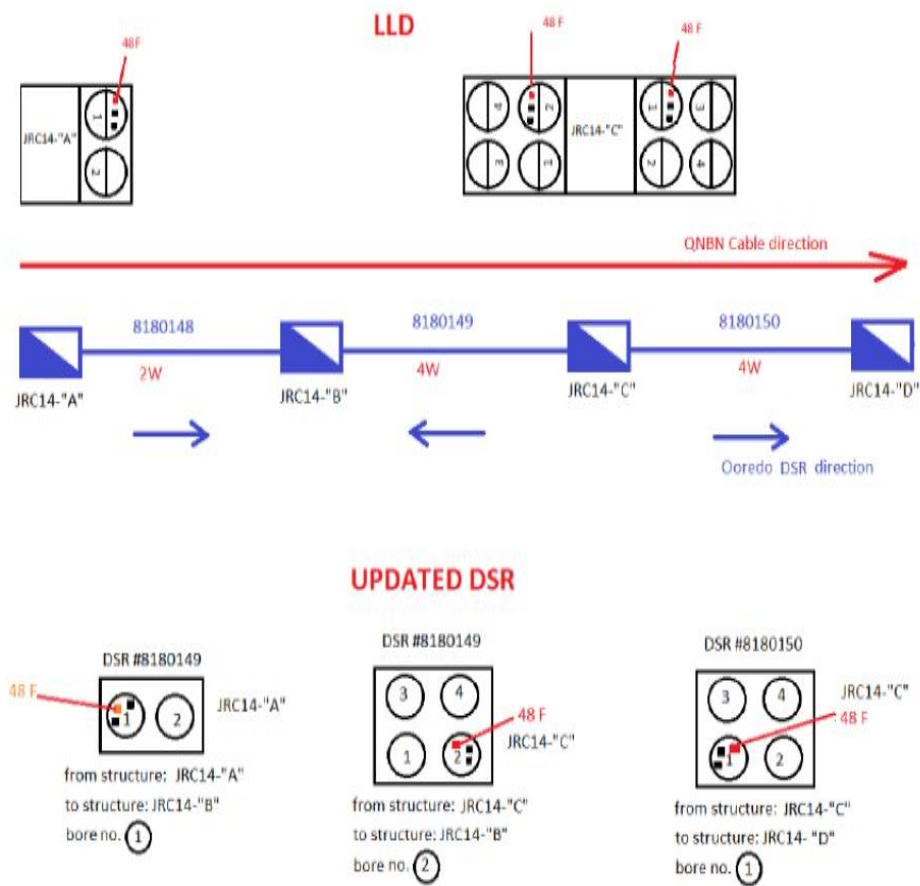
- (a) The Parties agree to follow the following guidelines:
- (b) Bore shifting is permitted in the following circumstances, having read them first vertically and then horizontally:
 - i. the bore has more than 6 existing cables or as is deemed acceptable practice as defined in Annex 1.;
 - ii. the bore has a high volume of copper pairs (more than 400 pair);
 - iii. the bore has a blockage which cannot be cleared (i.e. a blockage under asphalt);or
 - iv. a new Joint Closure is introduced in the Joint Box.
- (c) The below diagram illustrates the bore shifting rules. Where the bores #1, #3, #2 and # 4 are used sequentially after each joint box.



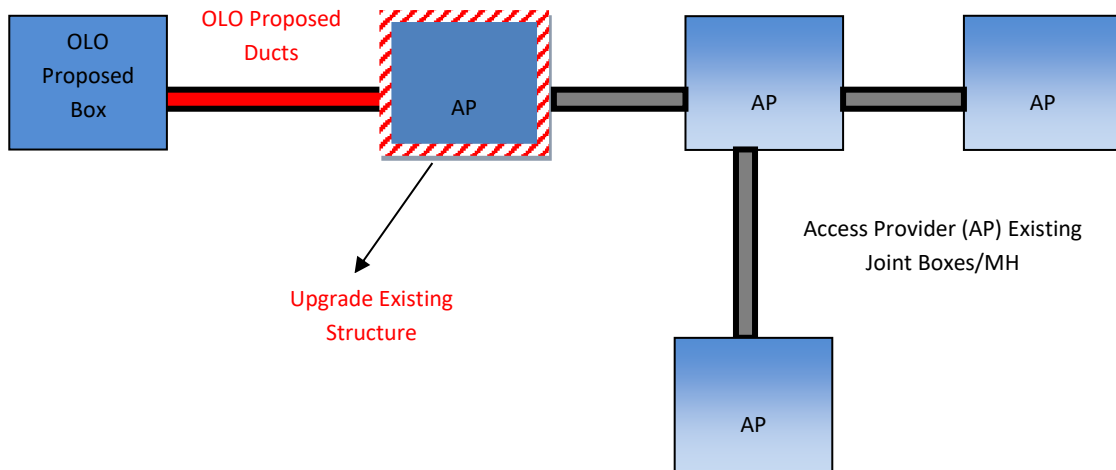
Low Level Design (LLD)

- (a) Below is a sample low level design implementing the above guidelines showing how a proposed Duct is meant to accommodate a cable selected:
 - i. bore numbers should be displayed in the design at structural detail level as shown (in sample LLD and updated DSR).
 - ii. the number of bores should match with the number of ways displayed on related Duct span.
 - iii. place the blue arrow below the DSR object ID (or Duct span) as the Ooredoo DSR direction (i.e. based on "From" and "To" structure in the Ooredoo DSR) as shown.
 - iv. the cable should not stop in any structure without a loop or closure with a loop. If the cable is going to the end-user premises it should be shown in the design of the same.

(b) The diagram below illustrates the Low Level



7. Interconnecting the OLO's Duct route to Ooredoo's existing Joint Box with upgrade to Ooredoo's existing Joint Box



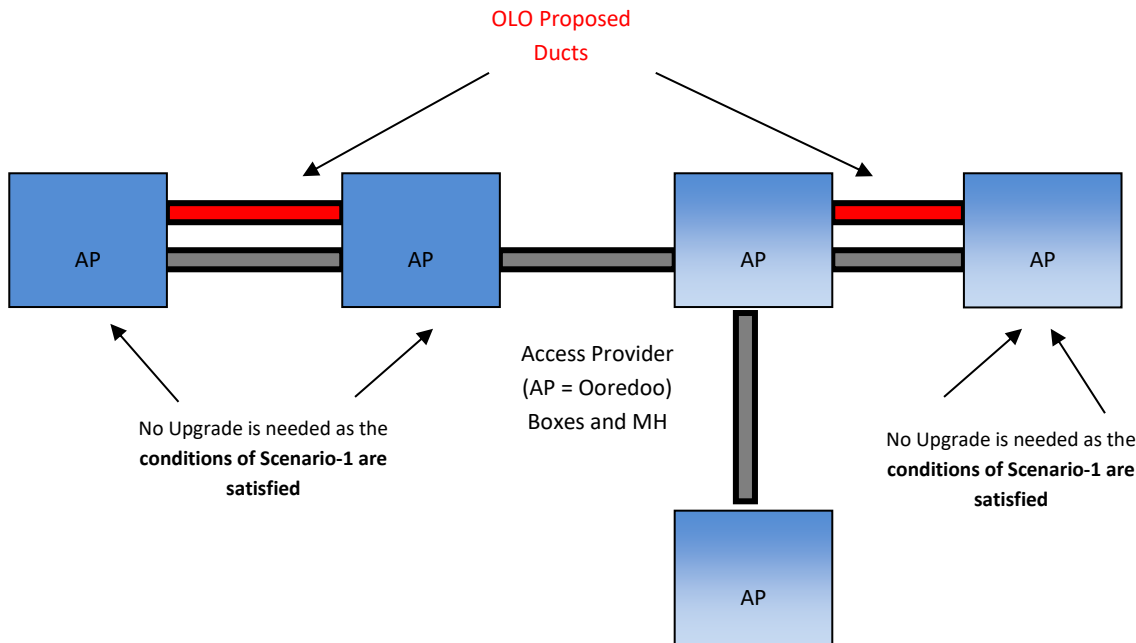
7.1 The following are general principles applicable under this RIAO

- (a) JRC-4: where the Joint Box has either:
 - i. insufficient space available to accommodate additional one way Ducts; or
 - ii. the inability to maintain the minimum depth of 45 cm from ground level, the OLO may upgrade the existing JRC-4 to JRC-12 in order to accommodate and interconnect the additional two way Ducts required by the OLO.
- (b) JRC-12: where the Joint Box has either:
 - i. insufficient space available to accommodate additional one or two way Ducts; and
 - ii. the inability to maintain the minimum depth of 45 cm from ground level, the OLO may upgrade the existing JRC-12 by rebuilding the Joint Box with the required extra depth or as JRC-14.
- (c) JRC-14: where the Joint Box has either:
 - i. insufficient space available to accommodate additional one or two way Ducts; and
 - ii. the inability to maintain the minimum depth of 45cm from ground level, the OLO may upgrade the existing JRC-14 by rebuilding the Joint-Box with the required extra depth or upgrade the existing JRC-14 to a higher structure.



- (d) In each of (a), (b) and (c) above:
- i. Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo standards and the ownership to and of New Structures will be with Ooredoo. This is required if the parts are not generally available to the OLO with the same standards as required by Ooredoo. The cost for such equipment and accessories will be at OLO's. OLO may supply the equipment itself if generally available. See Annex 5 Section 3.
 - ii. Ooredoo will continue to be responsible for any maintenance work in relation to the New Structure in accordance with the requirements of this RIAO;
 - iii. the Duct upgrade will be at no cost to Ooredoo; and
 - iv. the OLO may install its Joint Closure inside the New Structure.

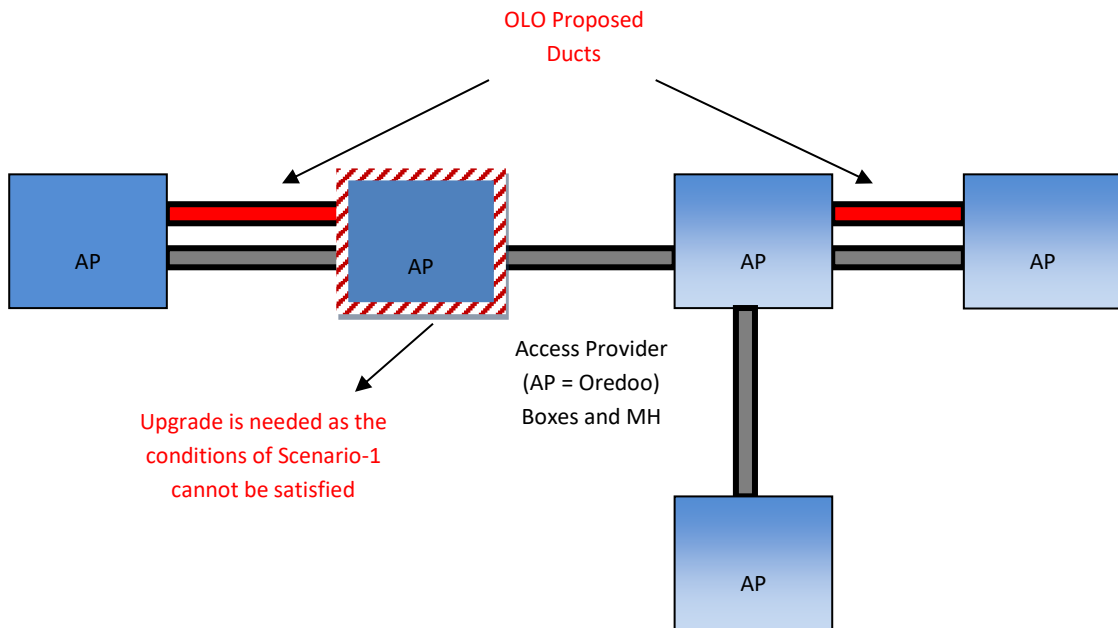
8. Upgrading Duct route without upgrading the Ooredoo existing Joint Box



8.1 The following are general principles applicable under this RIAO

- (a) If there is sufficient capacity available inside the Ooredoo Joint Box along the relevant route where the Ducts are to be upgraded, the OLO may upgrade the Duct route by adding more Ducts in the same manner as set out in Scenario 1 section 4 above, subject to a maximum of 2 way-Ducts being interconnected between the relevant Ooredoo Infrastructure subject to the following conditions being satisfied by Ooredoo:
 - i. additional duct ways may be added provided they are in conformity with the Ooredoo Technical Guidelines included in this Annex;
 - ii. the total number of duct ways (existing and new) does not exceed a maximum of 2 ways per wall for JRC-4, 4 ways for JRC-12 and 6 ways for JRC-14; and
 - iii. a minimum depth of 45cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (b) In the above scenario:
 - i. the upgrade of the Duct route will be at no cost to Ooredoo; and
 - ii. the ownership to, and of, the upgraded Duct route will be with Ooredoo.

9. Upgrading Duct Route to with upgrading Ooredoo's existing Joint Box



9.1 The following are general principles applicable under this RIAO

- (a) Subject to meeting the conditions as set out in Scenario 1, and as set out below in (b), if there is insufficient duct capacity available in an existing Duct route preventing the OLO from laying its Ducts, the OLO may upgrade the Duct route, either in full or in part (as required).
- (b) The following conditions must be satisfied:
 - i. the total number of ways (existing and new) shall be in conformity with the Ooredoo Technical Guidelines included in this Annex and does not exceed a maximum of 2 ways for JRC-4, 4 ways for JRC-12 and 6 ways for JRC-14
 - ii. regardless of the number of Ducts added, a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (c) In the above scenario:
 - iii. the upgrade of the Duct route will be at no cost to Ooredoo;
 - iv. the ownership to, and of, the upgraded Duct route will be with the Ooredoo



- v. Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo Technical Guidelines included in this Annex and the ownership to, and of, the New Structures will be with Ooredoo;
- vi. Ooredoo will continue to be responsible for any maintenance work in relation to the New Structure in accordance with the requirements of this RIAO;
- vii. OLO will be granted access to the upgraded Joint Box(es) to install its own Joint Closures, at no extra cost or expense to the OLO. For the avoidance of doubt, Ooredoo will charge the OLO even in the case the latter upgrade the box at its own cost;
- viii. OLO will be granted access to the upgraded Joint Box(es) to install its own Joint Closures, at no extra cost or expense to the OLO.



[NON-CONFIDENTIAL VERSION¹]

OOREDOO Q.S.C.

**Reference Infrastructure Access
Offer
(RIAO)**

**ANNEX 9: Safety and Security
Procedures**

RIAO Approved by CRA
(CRA 2016/06/22B)

This Annex contains safety and security procedure documents that an OLO and its contractors should use to authorize its activities on the Ooredoo network

¹ This version is the Non-Confidential Version Ooredoo has to publish on its website. As per CRA's clarifications, this RIAO is available to the OLOs from the date of the approval of the RIAO.



Content

| | |
|--|---|
| 1. Purpose/Objective | 3 |
| 2. Scope | 3 |
| 3. Work Instructions Extended Description..... | 3 |
| 4. Definition/Abbreviation | 5 |
| 5. Forms | 6 |

1. Purpose/Objective

To establish and maintain a work permit system to ensure safe work practices related to all operations and activities that are associated with the identified significant hazards and risks and to prevent any untoward incident which may cause injury, ill health etc. at Ooredoo Qatar sites.

2. Scope

All work activities with identified significant hazards and risks which are carried out at Ooredoo Qatar sites. This includes work carried out by Contractors.

3. Work Instructions Extended Description

| Si | Procedures |
|----|--|
| 1 | Prior to the start of any work on an Ooredoo Qatar site, a Project Advice Form is to be completed, signed and stamped by the Originating Party. The Originating Party will appoint the Performing Authority who will carry out the work. The Performing Authority can be either its own staff or an approved contractor. |
| 2 | The performing Authority is to request the Issuing Authority by means of the Project Advice Form that a Permit to Work (PTW) is required to be issued. The Issuing Authority is the Ooredoo Qatar Safety and Security Department. No other Department may issue a Work Permit (PTW). |
| 3 | All Safety Inductions, Risk Assessments, Method Statements (as required) and the nomination of a competent safety representative must be completed prior to requesting a Permit to Work (PTW) from the Ooredoo Safety & Security Department. |
| 4 | The Issuing Authority is to make an evaluation of the work to be carried out and determine whether the work is hazardous or not. The type of Work Permit (PTW) that is issued by the Issuing Authority is dependent upon the nature of the work to be carried out and risks (i.e.): |
| | a) Permit A: For all Cold works i.e., general construction/maintenance work such as painting, plumbing, carpentry etc. that does not involve an activity where heat is used and generated. |
| | b) Permit B: For all Hot Works i.e., any activity where heat is used and generated, such as welding, flame cutting, soldering or grinding in areas where combustible materials or flammable vapour/atmospheres may be present. |
| | c) Permit C: For Work at Height, Mast & Tower Access, Confined Space Entry, Mechanical/Electrical Work, Excavation Work. |

| | |
|----|---|
| 5 | The Issuing Authority is to inform the Performing Authority about the hazards and risks of the work to be performed and any legal implications of not performing the work as per the requirements. After ensuring that the adequacy of the precautions that are to be taken to mitigate the risk are of an acceptable level, the Work Permit is issued. |
| 6 | The Issuing Authority will then issue the Work Permit after: |
| | a) Ascertaining that all the precautions are understood by the Performing Authority. |
| | b) Physically checking compliance with the Work Permit. |
| | c) Ensuring that Tool Box talk(s) have been conducted by the Performing Authority. |
| 7 | The Performing Authority having understood the hazard and risk(s) and the precautions that are to be taken is to sign the Work Permit to acknowledge their acceptance. |
| 8 | The Performing Authority nominates a competent safety representative to work at site as the responsible person to ensure that the work is done safely and to act as safety officer on site. The safety representative having understood the requirements is to sign the Work Permit in respect of acknowledging their responsibilities. |
| 9 | The original copy of the approved Work Permit is to be handed over to the Performing Authority by the Issuing Authority. |
| 10 | In the event of any change in location, change of employees performing the work or additional tasks the Work Permit will be revalidated as the hazard and risk will vary. A request is to be made by the Performing Authority to the Issuing Authority in this regard. |
| 11 | The Issuing Authority while inspecting the site for any non-compliance of procedures by the Performing Authority, reserves the right to cancel the Work Permit and the Permit is then deemed to be null and void. All work is to cease immediately and the Performing Authority is to vacate the site. |
| 12 | The Originating Party is responsible for inspecting the site and closing the Work Permit when the work is completed or the Work Permit is time expired. |
| 13 | On closure of the Work Permit it is to be handed over to the Originating Authority by the Performing Authority. The originating Party is to return the closed Work Permit to the issuing Authority. |
| 14 | Any non-compliance to this work instruction by the Performing Authority shall be deemed a non-conformance and an Incident Report is to be raised by the Issuing Authority and the same to be closed with the relevant recommendations/actions taken including updating of Operational control work instructions if necessary. |
| 15 | The Issuing Authority maintains a Work Permit Tracker to log details of the Work Permits issued with information such as Work Permit |

| | |
|--|---|
| | number, name of Performing Authority, date of issue, date of close and description of work. |
|--|---|

- (a) Ooredoo shall complete the issue of all relevant permits and paper works within two (2) Business Days of receipt of the relevant forms.
- (b) The time needed to Ooredoo for issuing the permits included in this Annex is not excluded from the calculation of the Operational Service Levels defined in Annex 7.
- (c) Permits shall be issued so that each may cover a range of tasks and locations.

4. Definition/Abbreviation

- a. **Originating Authority:** The Party which authorizes the work at the Ooredoo Qatar site(s).
- b. **Issuing Authority:** The Ooredoo Safety & Security Department representative who issues the work Permit on behalf of the work executing department.
- c. **Performing Authority:** The OLO or its Contractor engaged by the Work Executing Department.
- d. **Nominated Person:** Person nominated by the Performing authority to act as a Safety Officer at site.
- e. **Authorizing Person:** Ooredoo Safety & Security Department HSE Staff who is authorized to approve the Work Permit.
- f. **Cold Work:** Any work activity which does not supply sufficient heat or spark energy to provide a potential ignition source for a flammable mixture. This includes general construction and maintenance work, painting, carpentry, clean-up, etc. Hot work, working at height, tower & mast access, excavation or confined space entry are not classified as cold work.
- g. **Hot Work:** Work that causes or requires the use of open flames, arcs, sparks, or other forms of high temperature ignition sources that could initiate a fire or explosion. Examples of hot work include welding, burning, soldering, brazing, drilling, grinding, and abrasive blasting.



5. Forms

PROJECT ADVICE FORM

Part 1 - To be completed by **ORIGINATING PARTY**

| | | | |
|--|-------|---------------------------------------|-----|
| | | | |
| Serial Number (To be inserted by Safety & Security Dept.): | | | |
| Performing Authority (OLO or its Contractor carrying out the work) | | Details of OLO Dept. originating Work | |
| Contractor/Dept. Name: | | Department/Section: | |
| Work Location: | | Location: | |
| Focal point: | | Focal point: | |
| Contact (Mobile): | No | Contact (Mobile): | No |
| E-mail: | | E-mail: | |
| Duration of Work: | From: | | To: |
| Dates and Times of required Permit to Work (PTW) | | | |
| Work start date: | | Work start date: | |
| Work end date: | | Work end date: | |
| Description of work: | | | |
| Originating Authority: | | Performing Authority: | |
| | | | |



Part 2 - To be completed by OOREDOO SAFETY & SECURITY DEPARTMENT

| | | | |
|--|--|--------------------------------|-------------------------------|
| | | | |
| Checklist/Permit conditions | | | |
| Items | | | Notes |
| Safety Induction training carried out for all workers? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | If No, PTW will not be issued |
| Method Statement attached? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | If No, PTW will not be issued |
| Risk Assessment attached? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | If No, PTW will not be issued |
| Competent Safety Representative nominated? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | If No, PTW will not be issued |
| Permit classification | A (Cold Works) <input type="checkbox"/> B (Hot Works) <input type="checkbox"/> C (other hazardous work) <input type="checkbox"/> | | |
| Role | Print Name | Sign | Date |
| Issuer: I have reviewed the risk assessment and method of statement and agree that a safe system of work has been devised | | | |
| Receiver: I accept the condition of this permit, responsibility for the safe conduct of the work and special precaution to be taken. | | | |
| Additional information | | | |



Part 3 - To be completed at close of work by **ORIGINATING PARTY**

| | | | |
|---|--|---|---|
| This permit has time expired | | Signature of Issuer: [a t t e : Time: | |
| Work is complete and permit canceled <input type="checkbox"/> | | | |
| Circulation: | | Safety & Security | Originating Department <input type="checkbox"/> |
| | | [e p t . <input type="checkbox"/> | |



Permit to Work B (Hot Works)

| | | | | | |
|--|---|--|---|--|-----------------------------|
| PERMIT TO WORK (PTW) No: | | Work Order No. : | | Lo cat ion : | |
| Permit issued to Section/ Department/ Contractor: | | | | | |
| In the case of a Contractor – Name of OLO Department/ Section originating work: | | | | | |
| PTW Validity | Dat e Fro m: / / / / | | To: — / / / / | Tim e Fro m: — — — | To: — — — Hrs. |
| Welding | <input type="checkbox"/> <input type="checkbox"/> Brazing / Soldering | Flame Cutting | <input type="checkbox"/> G r i n d i n g <input type="checkbox"/> | <input type="checkbox"/> Other (please specify): | |
| Work / Task Description: | | | | | |
| Risk Assessment Attached: | | No | Method Attached: Yes | Statement | I (N/A |
| Potential Hazards: | | | | | |
| Flammable Liquids / Materials | | Confined Space Environment | | Other (please specify): | |
| Explosive / Toxic Gas Atmosphere | | Dust / Particle Generating Activities | | | |
| Personal Protective Equipment (PPE) & Safety Equipment Required: | | | | | |
| What PPE / Safety Equipment is required to complete the work safely: | | | | | |
| Hard | | Hearing | | Respiratory | |
| | | | | Fire Blankets | |



| | | | |
|---|--|---|--|
| Hat Safety Footwe ar Hand Protection (Welding Gloves) Other (please specify): | Protection Protective Clothing <input type="checkbox"/> Eye / Face Protection <input type="checkbox"/> Explosion Proof Task Lighting | Protection Welding Screens <input type="checkbox"/> Fall Arrest / Restraint | Fire Extinguisher First Aid Kit |
|---|--|---|--|

| | | | |
|---|---|---|--|
| Type of Equipment to be Used: | | | |
| Electric arc welding Equipment Oxy/Acetylene Equipment | Electrical Generating Equipment LPG Equipment | Spark <input type="checkbox"/> Particle / Dust Generated Equipment <input type="checkbox"/> Other (please specify): | |
| Hot Work Precautions: | | | |
| Combustible Materials Removed a Distance of 10m Appropriate Standby Firefighting Equipment Provided Fire / Smoke Detectors Isolated in Vicinity of the Work Atmosphere tested for explosive / toxic gas Wet Down Non-Removable Combustible Items Other (please specify): | Electrical leads Placed Correctly Safe Access & Egress Provided Adjacent Areas Inspected & Made Safe Barricades / Screens Erected Ventilation / Dust Extraction Units to be Us ed | Firewatchers Assigned <input type="checkbox"/> Welder Earthed to Work Warning Signage Posted Fire Blankets Provided AC Units Isolated | |

Note: Fire protection detection equipment is **NOT** to be isolated by unauthorized or untrained persons. Approval is to be obtained from the Security & Safety department for isolation and reactivating the system.

☐ Other Permits & Certificates Required?

| | | |
|---|--|--|
| <input type="checkbox"/> Third Party Test Certificate | <input type="checkbox"/> Staff Qualification Certificate | <input type="checkbox"/> Other permit / Certificate Required (please specify): |
|---|--|--|



Permit to Work B (Hot Works)

| HSE Staff - Authorization | Performing Authority | Nominated Competent Safety Representative Working on site responsible for safety |
|---|---|---|
| <p>The Permit has been issued by a member of the Safety & Security Department and all the control measures are in place. The above location has been</p> <p>examined and there are no combustible liquids, vapors, gases or dust. All combustible material has either been removed or suitably protected against heat and sparks. A person trained in firefighting will be standing by with an extinguisher/ hose reel/ fire blanket while the operation is in progress.</p> <p>I have personally checked the above conditions and consider it safe to carry out this work.</p> <p>Name:</p> <p>Employee No:</p> <p>Signature:</p> <p>Date/ Time:</p> <p>NB: Failure by the Performing Authority to follow the safety rules will invalidate this permit</p> | <p>I understand and accept the above conditions and precautions. I accept responsibility for the work and ensure the persons under my control understand</p> <p>and comply with these conditions and precautions.</p> <p>Name:</p> <p>Employee No:</p> <p>Signature:</p> <p>Date/ Time:</p> | <p>The following person has been nominated by the Performing Authority to remain on site as the competent safety representative for the duration of the work:</p> <ol style="list-style-type: none"> 1. In the event of their leaving the site an alternative must be nominated. 2. The safety representative is to ensure that all combustible material has either been removed or suitably protected against heat and sparks. 3. The safety representative is also to ensure that a man will be standing by with an extinguisher/ hose reel/ fire blanket while the operation is in progress. 4. The safety representative is aware of the nearest alarm point/ telephone and has been told what to do in the event of a fire. <p>Name:</p> <p>Employee No:</p> <p>Contact telephone Number:</p> <p>Date/ Time:</p> |



| | | | | |
|--|----------------------|--|--|--|
| Extension if required (* See below): | | | | |
| Extension to work required until: | Date: ____/____/____ | Time: From ____:____ Hrs To: ____:____ Hrs | | |
| Issuing Authority : Name: Signature: | | Performing Authority: Name: Signature: | | |
| Completion | | | | |
| Performing Authority I declare that the work has been properly performed and the site/ equipment/ plant/apparatus related to the work have been restored to a safe and clean condition. Name: Employee No: Signature: Time and Date Work Stoppage/ Completed: | | Originating Authority The work area and all adjacent areas to which sparks and heat might have spread were thoroughly inspected on completion of the operation and 30 (thirty) minutes later no smoldering fires were discovered. All copies of the permit have been collected and all control measures removed. Name: Employee No: Signature: Date/ Time: | | |

* NOTE:

- Any Permit extension needs to be approved by the Issuing Authority and accepted by the Performing Authority.



Permit to Work A (Cold Works)

| | | | |
|---|---|--|-----------|
| PERMIT TO WORK (PTW) No: | | Work Order No. : | Location: |
| Permit issued to Section/ Department/ Contractor: | | | |
| PTW Validity | Date From: <input type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/> To: <input type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/> | Time From: <input type="checkbox"/> : <input type="checkbox"/> Hrs. To: <input type="checkbox"/> : <input type="checkbox"/> Hrs. | |
| In the case of a Contractor - Name of OLO Department/ Section originating work: | | | |
| Work/ Task Description: | | | |
| Risk Assessment Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | Method Statement Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Potential Hazards: | | | |
| <input type="checkbox"/> Slips & Trips <input type="checkbox"/> Dust / Fumes | | <input type="checkbox"/> Excessive Heat / Noise <input type="checkbox"/> Flying Debris <input type="checkbox"/> Fall From Height <input type="checkbox"/> Struck by Vehicle / Mobile Plant | |
| <input type="checkbox"/> Hand / Eye Injury <input type="checkbox"/> Manual Handling | | <input type="checkbox"/> Struck by Falling Objects <input type="checkbox"/> Hazardous Substances <input type="checkbox"/> Electrocutation / Shock / Burns <input type="checkbox"/> Other (please specify): | |
| Personal Protective Equipment (PPE) / Safety Equipment Required: | | | |
| What PPE & Safety Equipment is required to complete the work safely: | | | |
| <input type="checkbox"/> Hard Hat <input type="checkbox"/> Safety Footwear <input type="checkbox"/> Gloves or other Hand Protection | | <input type="checkbox"/> High Visibility Clothing <input type="checkbox"/> Hearing Protection <input type="checkbox"/> Eye / Face Protection <input type="checkbox"/> Respiratory Protection Barriers & Signs <input type="checkbox"/> First Aid Kit <input type="checkbox"/> Fire Extinguisher <input type="checkbox"/> Other (please specify): | |
| Type of Equipment to be Used: | | | |
| <input type="checkbox"/> Abrasive Wheels / Disks <input type="checkbox"/> Electrical Generators | | <input type="checkbox"/> Mobile Crane <input type="checkbox"/> Vehicles | |



| | | | |
|---|---|---|---|
| Bitumen Boilers Cartridge Operated Tools Compressed Gases <input type="checkbox"/> Cutting / Welding Equipment | Electrical Tools <input type="checkbox"/> Flammable Liquids / Gases Hazardous Materials MEW P's | Power <input type="checkbox"/> Mobile Plant & Equipment Pneumat ic Tools Power Operated Tools Scaffolding / Ladders | <input type="checkbox"/> Workshop Machinery Other (please specify): |
| Precautions to be Taken: <input type="checkbox"/> Good Housekeeping <input type="checkbox"/> Hand / Power Tools in Good Condition <input type="checkbox"/> Ladders / Access Equipment Suitable for the Work | | | |
| Suitable PPE provided & Worn Staff Trained in Manual Handling Welfare Facilities Provided Task Lighting | | <input type="checkbox"/> Vehicle / Pedestrian Segregation <input type="checkbox"/> Signs / Barriers Erected <input type="checkbox"/> Other (please specify): | |
| Other Permits & Certificates Required? | | | |
| <input type="checkbox"/> PTW B (Hot Works) No : _____ | | <input type="checkbox"/> PTW C No : _____ | |
| <input type="checkbox"/> Other permit / Certificates Required (please specify): | | | |
| Issuing Authority | Performing Authority | Nominated Person Working on Site Responsible for Safety | |
| The Permit has been issued and all the control measures are in place. Name: Employee No: Signature: Date/ Time: | I understand and accept the above conditions and precautions. I accept responsibility for the work and ensure the persons under my control understand and comply with these conditions and precautions. Name: Employee No: Signature: Date/ Time: | The following person has been nominated by the Performing Authority to remain on site as Safety Officer for the duration of the work. In the event of their leaving the site an alternative must be no mi na te d. Na m e: Employee No: Contact telephone Number: | |
| Extension (if required): | | | |
| Extension to work required | C ____ / ____ / ____ | T From | To: ____ : ____ Hrs |



| | | | |
|---|--------------------|--|------------|
| until: | a t e : | i m e : | __:_ Hrs |
| Issuing Authority : | | Performing Authority: | |
| Name: | Sig nat ure: | Name: | Signature: |
| Completion | | | |
| Performing Authority | | Originating Authority | |
| I declare that the work has been properly performed and the equipment/ plant/apparatus related to the work has been left in a safe and clean condition. Name: Employee No: Signature: Time and Date Work Stoppage/ Completed: | | I have inspected the equipment/area related to the work. I declare that the particular work in this permit is complete and the area is safe and clean. All copies of the permit have been collected and all control measures removed. Name: Employ ee No: Signatu re: Date/ Time: | |



Permit to Work C

(Working at Height/Mast & Tower Access/Confined Space Entry / Mechanical/ Electrical Work / Excavation Work)

| | | | | | |
|---|---------------------------------|---|---|---|---|
| PERMIT TO WORK (PTW) No: | | Work Order No. : | | Location: | |
| Permit issued to Section/ BU/ Contractor: | | | | | |
| In the case of a Contractor – Name of OLO Department/ Section originating work: | | | | | |
| PTW Validity | Date From: ____ / ____ / ____ | | To: ____ / ____ / ____ | | Time From: ____:____ Hrs. To: ____:____ Hrs. |
| Working at Height | Mast Tower Ac ce ss | Confine d Space Entr y | Mechanica l/ Electrical Work | Excavat ion W or k | <input type="checkbox"/> Other(specify) |
| Work/ Task Description: | | | | | |
| Risk Assessment Attached: | Ye s | N o | Method Statement Attached: N/A | | |
| Possible Hazards: | | | | | |
| <input type="checkbox"/> Fall of Persons / Materials <input type="checkbox"/> Overturning / Collapse of Access Platform Lack of Oxygen <input type="checkbox"/> Poisonous Gas, Fumes or Vapours <input type="checkbox"/> Presence of Flammable Materials | | Excessive Heat Means of Escape Electrocutation Electrical Burns Electrical Fire | | <input type="checkbox"/> Collapse of Excavation Sides Striking Existing Services Flooding of Excavation Manual Handling Other (please specify): | |
| Personal Protective Equipment (PPE) Safety Equipment Required: | | | | | |
| What PPE & Safety Equipment is required to complete | | | | | |



| | | | |
|---|--|--|---|
| the work safely: | | | |
| Hard Hat | <input type="checkbox"/> | Hearing Protection | Respiratory Protection <input type="checkbox"/> |
| Safety Footwear | <input type="checkbox"/> | High Visibility Clothing | Barriers / Signage <input type="checkbox"/> |
| Gloves or | <input type="checkbox"/> | Eye / Face Protection | Fall Arrest / Restraint <input type="checkbox"/> |
| Other Hand Protection | <input type="checkbox"/> | Task Lighting | Rescue Trip / Winch <input type="checkbox"/> |
| | | | Fire Extinguisher |
| | | | Gas Detector |
| | | | First Aid Kit |
| | | | Other (please specify): |
| Type of Equipment to be Used: | | | |
| <input type="checkbox"/> Abrasive Wheels / Disks | <input type="checkbox"/> Bitumen Boilers | <input type="checkbox"/> Cartridge Operated Tools | <input type="checkbox"/> Compressed Gasses |
| <input type="checkbox"/> Cutting / Welding Equipment | <input type="checkbox"/> Electrical Generators | <input type="checkbox"/> Electrical Power Tools | <input type="checkbox"/> Flammable Liquids / Gasses |
| <input type="checkbox"/> Hazardous Materials | <input type="checkbox"/> Mobile Crane | <input type="checkbox"/> Mobile Plant & Equipment | <input type="checkbox"/> Pneumatic Tools |
| <input type="checkbox"/> Power Operated Tools | <input type="checkbox"/> Scaffolding / Ladders | <input type="checkbox"/> Vehicles | <input type="checkbox"/> Workshop Machinery |
| <input type="checkbox"/> Other (please specify): | | | |
| Precautions: | | | |
| <input type="checkbox"/> Fall Arrest / Restraint Equip Provided | <input type="checkbox"/> Working Platforms with Guardrails | <input type="checkbox"/> Oxygen / Gas Monitoring Performed | <input type="checkbox"/> Local Exhaust Ventilation Required |
| <input type="checkbox"/> Rescue Harness & Tripod Available | <input type="checkbox"/> Rescue Watcher Available | <input type="checkbox"/> Signs / Barriers Erected | <input type="checkbox"/> Mechanical Isolation (LOTO) |
| <input type="checkbox"/> Electrical Isolation (LOTO) Identified | <input type="checkbox"/> Excavation Supported | <input type="checkbox"/> Other (please specify): | |
| Other Permits & Certificates Required? | | | |
| <input type="checkbox"/> Third Party Test Certificate | <input type="checkbox"/> Staff Qualification Certificate | <input type="checkbox"/> Other permit / Certificate Required (please specify): | |
| Issuing Authority | Performing Authority | Nominated Competent Safety Representative Working on site responsible for safety | |



| | | |
|--|--|---|
| <p>The Permit has been issued by the Safety & Security Department and all the control measures are in place.</p> <p>Name:</p> <p>Employee No:</p> <p>Signature:</p> <p>Date/ Time:</p> | <p>I understand and accept the above conditions and precautions. I accept responsibility for the work and ensure the persons under my control understand and comply with these conditions and precautions.</p> <p>Name:</p> <p>Employee No:</p> <p>Signature:</p> <p>Date/ Time:</p> | <p>The following person has been nominated by the Performing Authority to remain on site as the competent safety representative for the duration of the work:</p> <p>Name:</p> <p>:</p> <p>Employee No:</p> <p>Contact telephone Number:</p> <p>Date/ Time:</p> |
|--|--|---|



Permit to Work C

(Working at Height/Mast & Tower Access/Confined Space Entry / Mechanical/ Electrical Work / Excavation Work)

| | | |
|---|----------------|--|
| Extension (if required): | | |
| Extension to work required until: | Date: __/__/__ | Time From ____:____ Hrs To: ____:____ Hrs |
| Issuing Authority : Name: _____ Signature: _____ | | Performing Authority: Name: _____ Signature: _____ |
| Completion | | |
| Performing Authority | | Originating Authority |
| I declare that the work has been properly performed and the site/ equipment/ plant/apparatus related to the work has been restored to a safe and clean condition. Name: Employee No: Signature: Time and Date Work Stoppage/ Completed: | | I have inspected the equipment/area related to the work. I declare that the particular work in this permit is complete and the area is safe and clean. All copies of the permit have been collected and all control measures removed. Name: Employee No: Signature: Date/ Time: |