



**[NON-CONFIDENTIAL]**

**Reference Transmission Link Offer (RTO)**  
**of**  
**Ooredoo Q.S.C.**

21 May 2015

**Approved by CRA (Order CRA 2015/05/21C)**

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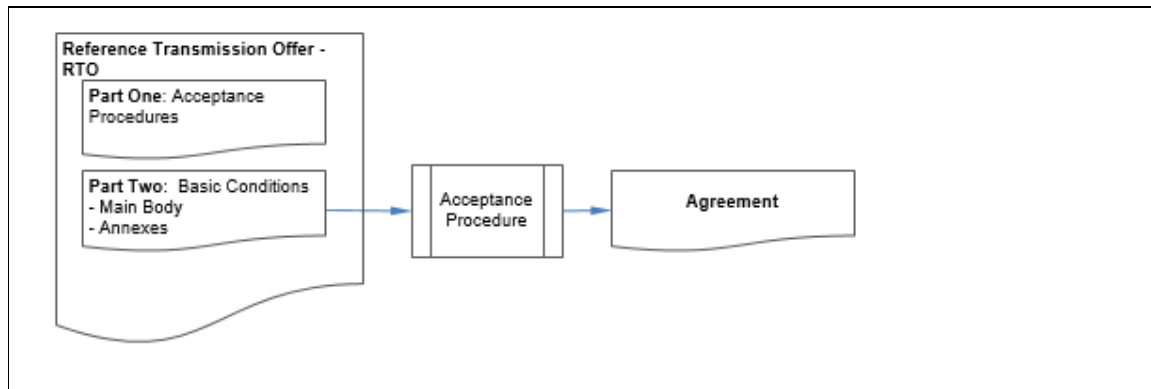
## Reference Transmission Link Offer

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 Transmission Links Offer (**RTO**).

This RTO 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.

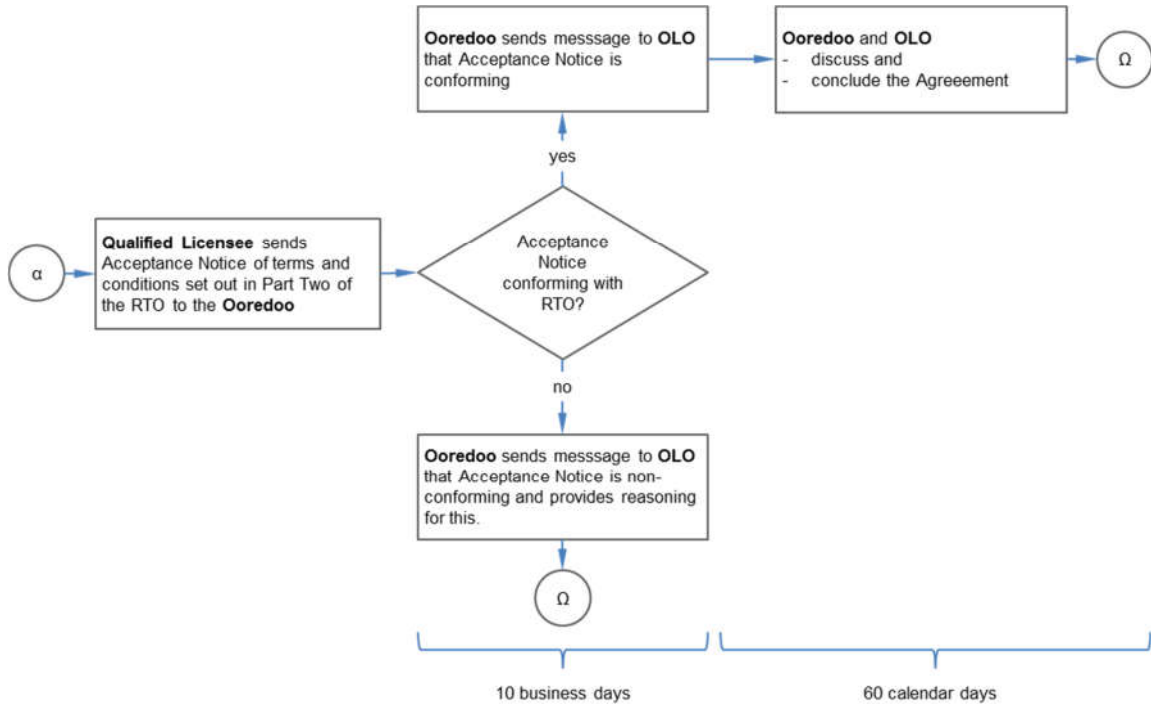
The structure of the RTO and how, after the Acceptance Procedure, the Agreement is reached is shown in the indicative chart below:



## 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 RTO, 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 RTO 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 RTO can be negotiated, but are subject to approval by CRA. In case there is no agreement between Ooredoo and the OLO, 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 RTO, a Transmission Link Agreement entered into on terms and conditions consistent with those set out in Part Two of this RTO shall be referred to as an Agreement.
- 2.8 If the OLO requests products outside the Relevant Markets for which Ooredoo has been 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 terminate 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; and
  - (b) Provide reasons for rejection to the OLO with the notice in paragraph 3.2 (a); and
  - (c) Not be required to enter into an Agreement pursuant to the Acceptance Notice. 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 **Error! Reference source not found.**

#### **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; and
  - (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; and
  - (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;
  - (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 RTO from time to time with the approval of CRA or
  - (b) must amend the RTO if directed by the CRA to do so pursuant to 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 RTO, where an Agreement is based on a RTO, an amendment to an RTO will be deemed to alter the relevant terms and conditions of that Agreement. However, if the OLO disputes the change to the RTO that are directed by CRA pursuant to clause 5.1 above, 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 RTO, except in cases in which the context would require otherwise, words and terms shall be defined based on the definitions contained in Annex A – Definitions.
- 1.2 If there is any inconsistency between the documents comprising this RTO Agreement, the documents will be given priority in the following to the extent necessary to resolve that inconsistency:
  - (a) This Main Body;
  - (b) Annex H – Price List;
  - (c) the other Annexes;
  - (d) the attachments; and
  - (e) any other document referred to in this RTO Agreement.
- 1.3 In the event of conflict or ambiguity between the terms defined in the Agreement and terminology used elsewhere, the following sources should guide the interpretation of the term, which is presented in a hierarchical order:
  - (a) The Agreement itself
  - (b) The regulatory framework including the Telecommunications Law and the Telecommunications Executive Bylaw
  - (c) The Licenses

#### **2. Commencement and Duration**

- 2.1 An Agreement based on this RTO takes effect on the Commencement Date and shall continue until the expiry or revocation of Ooredoo's License or the termination of the Agreement in accordance with its terms, whichever comes first.  
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 (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.

#### **3. Scope**

- 3.1 Ooredoo will provide Services to the OLO pursuant to the terms of this Part Two of this RTO.
- 3.2 Neither Party shall do anything or cause or permit anything to be done to cause any Transmission Link of a type not covered by this RTO to be presented to the other Party as a Transmission Link type which is applicable to or covered by this RTO. This provision does not provide Ooredoo with any rights, except as it may be provided herein, to the OLO's Telecommunications Network.

#### **4. Non-Discrimination**

- 4.1 Notwithstanding other provisions in the Applicable Regulatory Framework, Ooredoo shall treat the OLO and all requests that the OLO makes for Transmission Links (whether for existing Services as set out in Annex C - Transmission Service Schedule or new Services as requested in accordance to Annex F – Planning, Forecasting and Provisioning 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 required for the infrastructure of the OLO's networks, as Ooredoo provides for itself, or its affiliates and subsidiaries. Ooredoo shall not extend to itself any undue preference.
- 5. Not used**
- 6. Network Alterations**
- 6.1 Each Party shall make Network Alterations in accordance with Annex G - Operational Procedures.
- 7. Transmission Services**
- 7.1 Annex C - Transmission Service Schedule and Annex D - Technical Information provide details of the Services offered by Ooredoo to the OLO.
- 8. Charging for Services**
- 8.1 The structure and the amount of the charges for the provision of Services are specified in Annex H - Price List. Charges will be calculated on the basis set out in Annex H - Price List, and billed and collected in accordance with the processes and procedures specified in Annex B – Billing Processes and Procedures. All prices in Annex H - Price List apply to Transmission Links provided over SDH technology, since only these Transmission Services are actually included in product catalogue of this RTO.
- 9. Technical Aspects**
- 9.1 The Parties shall comply with their respective obligations relating to the technical aspects of the Services as set out in Annex D - Technical Information.
- 10. Network Protection and Interference with Other Services**
- 10.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this RTO to ensure that its Network does not endanger the safety or health of employees, contractors, agents, customers of the other Party or the general public.
- 10.2 All appropriate safety precautions required pursuant to applicable law of the State of Qatar shall be strictly followed at all times. Subject to clause 50, neither Party shall be held responsible for any consequences resulting from the other Party's negligence in this regard.
- 10.3 Each Party shall ensure that connection of its Network and equipment to the Network and equipment of the other Party does not:

- (a) Interrupt, interfere with, degrade, or impair service over any of the facilities comprising the other Party's Network or any circuits or facilities of any other entity connected to the other Party's Network;
  - (b) Breach or impair the security or privacy of any communications over such circuits or facilities;
  - (c) Cause damage of any nature to the other Party's Network; or
  - (d) Create hazards to employees of the other Party or users of the other Party's Network or any Third Party.
- 10.4 When either Party has reasonable grounds to believe that the other Party is using equipment which is not Compliant Equipment or is otherwise causing interference to the Services (or any other service, including Third Party operator services), the Party shall:
  - (a) Notify the other Party of its reasonable grounds for believing that there is use of equipment which is not Compliant Equipment or interference taking place; and
  - (b) Give the other Party a reasonable opportunity to demonstrate that this is not the case or to remedy the situation.
- 10.5 Where a Party's equipment is not Compliant Equipment or is otherwise causing interference to other service, (including Third Party operator services) the Party shall remedy such interference as soon as practicably possible.
- 10.6 If a Party's equipment adversely affects the normal operation of the other Party's or any Third Party operator services, or is a threat to any person's safety, in an emergency the Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as may be reasonable, to ensure the normal operation of the Party's system or any Third Party operator system or reduce the threat to safety.
- 10.7 If a Party reasonably considers that the equipment used by the other Party is not Compliant Equipment, the other Party shall, on request from the first Party, take such steps as are required, including if necessary disconnection of any necessary equipment, in order to permit the Party to test the characteristics of the equipment.
- 10.8 The relevant equipment shall be reconnected as soon as practicable when the situation has been remedied.

## **11. Management of Transmission Services**

- 11.1 Technical and Commercial Representatives:
  - (a) Within five (5) Business Days of the Effective Date, the Parties shall each appoint suitably qualified and experienced Technical Representatives and Commercial Representatives with sufficient authority within each organization as the principal points of contact between the two Parties to coordinate and facilitate communication on Transmission Service matters.
  - (b) Either Party may request a meeting to address any matter related to Transmission Links. The Parties agree to meet within five (5) Business Days of receipt of a request for a meeting and a detailed agenda.

- (c) On the Effective Date, each Party will agree on and appoint twenty-four (24) hour contact points for Fault Reporting (**Fault Reporting Contacts**) and appropriate senior contacts for Fault Escalation (**Fault Escalation Contacts**), with appropriate telephone numbers and email addresses provided. Second and third level Fault Escalation Contacts should be at progressively higher levels of management and decision-making authority. Either Party may appoint new Fault Reporting Contacts and/or Fault Escalation Contacts by providing notice in writing to the other Party. Such appointment shall take effect ten (10) 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 Transmission Link 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.

#### 11.2 Billing Representatives:

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

#### 11.3 Joint Transmission Committee:

- (a) Within fourteen (14) days of the Effective Date, the Parties shall establish a Joint Transmission Committee in order to maintain currency of the Transmission Link Plan, unless otherwise agreed in writing, which will meet at a frequency to be agreed and recorded in the Transmission Link Plan.
- (b) The Joint Transmission Committee will be the principal forum for the initial and on-going technical and planning discussions. It shall also discuss matters related to technical, planning, operational, billing and service aspects of Transmission. There shall be an agreed agenda, which may include the following:
  - Order status;
  - Analysis of service quality;
  - Analysis of Faults during the period since the previous meeting;

- Billing processes and billing issues;
- Provision of relevant information related to Transmission Links; and
- Forecasts and future rollout plans from Ooredoo in line with OLO's forecasts.

## **12. Operational Aspects**

- 12.1 The Parties shall comply with their respective obligations relating to the operational aspects as outlined in Annex G - Operational Procedures in a timely and professional manner.
- 12.2 Each Party will be entitled to undertake any operational testing or maintenance in accordance with Annex G - Operational Procedures.
- 12.3 Each Party will obtain and maintain all necessary licenses and consents required by the Governmental Authorities to meet their obligations under the terms of this RTO.

## **13. Planning and Forecasting**

- 13.1 Ooredoo and the OLO will cooperate in planning and implementing the provision of Services by Ooredoo to the OLO to ensure as far as possible that their respective networks work together efficiently and effectively. Such cooperation will include, but is not limited to, the mutual exchange of relevant capacity information and network topology information (subject to any confidentiality and/or competitive considerations).
- 13.2 Transmission Link Plan:
- (a) The Parties shall establish a Transmission Link Plan, which will form part of the RTO.
  - (b) The Transmission Link Plan shall contain the necessary and specific information as agreed between the Parties and required by Ooredoo in order to provide Transmission Links to the OLO.
- 13.3 The planning and forecasting procedures shall be as set out in Annex F – Planning, Forecasting and Provisioning.

## **14. Feasibility Studies**

- 14.1 Ooredoo shall comply with its respective obligations relating to the feasibility studies of Leased Lines as set out in Annex F – Planning, Forecasting and Provisioning.

## **15. Ordering and Cancellation**

- 15.1 Ordering and cancellation procedures of Services shall be as set out in Annex F – Planning, Forecasting and Provisioning.

## **16. Provisioning and Implementation**

- 16.1 Ooredoo will provision new Transmission Links, and make changes in the capacity of existing Transmission Links in accordance with the timelines set out in the Transmission Link Plan.
- 16.2 Ooredoo shall implement Services for the Access Seeker in compliance with Annex F – Planning, Forecasting and Provisioning

16.3 Ooredoo shall ensure that new or changed Transmission Links meet the agreed Quality of Service set out in clause 18 of the Main Body before the Ready for Service Date.

## **17. Provision of Information**

- 17.1 Upon request, Ooredoo will provide to any Qualified Licensee within ten (10) Business Days all necessary support, access for site inspection and data regarding Ooredoo's network. The data is provided for the sole purpose of enabling the Qualified Licensee to consider whether to request Transmission Links from Ooredoo pursuant to this RTO.
- 17.2 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 Transmission Links or the provision of Services specified in this RTO, 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.
- 17.3 Notwithstanding any provision of this RTO, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure.
- 17.4 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.
- 17.5 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 17.6 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 22, by the Disclosing Party or any third party at the time when the information was provided.
- 17.7 The agreement shall not require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality.

## **18. Quality of Service**

- 18.1 Ooredoo shall provide Transmission Links to the OLO under the same conditions and quality as it provides for its own telecommunications service operations or those of its affiliates.
- 18.2 Ooredoo and the OLO shall use all reasonable endeavours to meet or exceed the Target Quality of Service Levels as specified in Annex E - Service Level Agreements.

## **19. New Services**

- 19.1 An OLO may request from the other Party new regulated services. The provisions and processes for new regulated services are set out in clause 5 of Annex F – Planning, Forecasting and Provisioning. For the avoidance of doubt, new services,

which are not part of the present RTO, can be requested by the OLO and negotiated provided these services are part of relevant markets as determined by the CRA and for which Ooredoo has been determined to be dominant.

## **20. Billing and Payment**

- 20.1 The Parties shall bill and pay each other in accordance with the procedures outlined in Annex B – Billing Processes and Procedures and Annex H - Price List.
- 20.2 The Charges include all taxes and surcharges.
- 20.3 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.
- 20.4 Each Party shall provide to the other, invoices of all amounts due to it, calculated in accordance with the provisions of Annex B – Billing Processes and Procedures and Annex H - Price List.
- 20.5 Neither Ooredoo nor the OLO will be entitled to set off Charges owed to it under this Agreement 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.

## **21. Credit Assessment and Credit Risk Management**

- 21.1 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.
- 21.2 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 21.4 shall apply.
- 21.3 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 Dispute Resolution Procedure.
- 21.4 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.

21.5 A financial security may only be required by Ooredoo where Ooredoo has assessed credit risk in accordance with clause 21.2, 21.3 or 21.4.

21.6 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 RTO.

## **22. Confidentiality and Disclosure**

22.1 The Receiving Party must:

- (a) Keep confidential all Confidential Information and not disclose it to anyone except as permitted under this RTO;
- (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.

22.2 Information provided by the Disclosing Party for the purposes of Transmission Links 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.

22.3 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 22 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.

22.4 Nothing in this RTO 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.

22.5 The provisions of this clause 22 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 22.5(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.
- 22.6 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 22.5 and shall in such circumstances limit such disclosure as far as possible in accordance with any applicable law.
- 22.7 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 RTO.
- 22.8 If the Disclosing Party gives a notice under clause 22.7, 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 22; or
  - (c) Destroy or delete (as the case may be) the Confidential Information.
- 22.9 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 22.8.
- 22.10 The Parties acknowledge that:
  - (a) A breach of this clause 22 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 22, and that a Party is entitled to seek specific performance or injunctive relief for a breach or apprehended breach of an Agreement under this RTO.

## **23. Resolution of Disputes**

- 23.1 In the event of any Dispute arising between the Parties relating to or arising out of the RTO 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 23.4 and clause 23.5. The Party referring the Dispute to conciliation and arbitration shall notify the CRA.

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

23.4 Where a Dispute concerning the conclusion, execution, validity, interpretation, termination or dissolution of this RTO 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 If a Dispute referred to conciliation in accordance with clause 23.2(b) is not resolved within thirty (30) Business Days through conciliation pursuant to clause 22.2, it shall be submitted to arbitration according to the rules of Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry or such other rules as agreed to by the Parties in writing. The following principles will apply

to the arbitration process:

- (a) The arbitrators shall have the appropriate qualifications and experience to solve the Dispute, including knowledge of the telecommunications industry and legal qualifications;
  - (b) The arbitrators shall not be officers, directors, or employees of a telecommunications company in Qatar or of an affiliate of a telecommunications company in Qatar or otherwise have a potential for conflict of interest;
  - (c) The arbitration shall be binding upon the Parties;
  - (d) The place at which the arbitration takes place shall be Doha, Qatar, and the language of the conciliation shall be English; and
  - (e) All costs of the arbitration procedure shall be paid by the losing party.
- 23.6 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.
- 23.7 The time limits specified in clause 23.1 and clause 23.2 above may be extended by mutual agreement between the Parties.
- 23.8 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 RTO.
- 23.9 The procedures set out in this clause 23 shall not prevent any Party from:
- (a) 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.
- 23.10 Each Party will continue to fulfil its obligations under the applicable laws of Qatar and this RTO 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 this RTO, 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 this RTO or the supply of a Service (as the case may be) by providing written notice to the other Party, copied to CRA, if:

- (a) The other Party has committed a Service affecting material breach of this RTO, 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 this RTO (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's 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 RTO or a Service (as the case may be) would be unlawful or would pose an imminent threat to life or property;
- (f) Any material information provided or representation made by either Party to the other Party is untrue, false, misleading or inaccurate and has an adverse material impact on the other Party in relation to its supply of Services; or
- (g) Where a Transmission Link has been established, the other Party fails to satisfy, or no longer satisfies, the requirement for Transmission Links set out in the RTO, in which case suspension shall be limited to those Services to which the failure relates.

24.3 A Suspending Party must only suspend an Agreement under this RTO or the supply of a Service (as the case may be):

- (a) After first giving advance notice to the other Party of its intention to seek the written approval of 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 from CRA is obtained within 5 Business Days; and;

- (c) Only to the extent necessary to address the relevant cause of the suspension.
- 24.4 The Suspending Party 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 RTO is suspended under this clause 24 for more than forty (40) Business Days, the Suspending Party may terminate the Agreement with immediate effect by giving the other Party 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 other Party must continue to pay any Charges in respect of the suspended Service for the duration of the suspension of that Service, together with any other Charges for other Services that are not subject to suspension.
- 24.7 For the avoidance of doubt, the term of an Agreement under this RTO will not be affected by any suspension of a Service or an Agreement (as the case may be).
- 24.8 The Suspending Party will not be liable to the other Party for any loss or damage (including any Consequential Loss) that the other Party may have suffered as a result of a valid suspension of a Service or an Agreement (as the case may be).

## 25. Termination

- 25.1 If either Party (**Defaulting Party**) is in material breach of an Agreement under this RTO (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 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 RTO.
- 25.2 Notwithstanding the provisions of clause 24.2 of this RTO, 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 RTO in accordance with clause 24.3, as may be reasonable under the circumstances.
- 25.3 The Affected Party may terminate an Agreement under this RTO or the relevant Services under it, as the case may be, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice and after having obtained the written approval from CRA pursuant to clause 25.1 to terminate the Agreement or a Service. Such approval from the CRA is deemed granted upon

the expiry of five (5) Business Days after submission of such request.

25.4 An Agreement under this RTO 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 OLO may terminate any or all Service(s) at any time without reason or without cause on one (1) month notice in writing to Ooredoo provided that, in the event of any such termination the OLO shall pay the balance of the Charges for that Service for the remainder of the minimum service period set out in Annex F. Either Party may terminate an Agreement or any or all Service(s) if so directed by a Governmental Authority and that Party has given the other Party thirty (30) Calendar Days' written notice of such intent to terminate unless such notice is not allowed by the Governmental Authority.

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

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:
  - i. The supply of the terminated or expired Service will cease;
  - ii. The provision of other Services, not covered by the termination or expiration, will continue and not be affected; and
  - iii. The Term of an Agreement under this RTO 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 RTO 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 RTO 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.

- 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 11.

## **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 this Agreement 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 this Agreement.

## **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 RTO as provided by this clause 29.
- 29.2 If a Party engages a subcontractor to exercise its rights or perform its obligations under this RTO, that Party:
  - (a) Must ensure that the subcontractor complies with all the terms and conditions of this Agreement to the extent relevant; and
  - (b) Will remain primarily responsible and liable to the other Party for:
    - iv. All acts and omissions of the subcontractor; and
    - v. 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 RTO 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 RTO 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 RTO the other Party shall have a license at no cost to use the Intellectual Property for the Approved Purpose.

## **31. Review**

- 31.1 Either Party may request a review to modify or amend an Agreement under this RTO 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 RTO 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 RTO.
- 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, the provisions of clause 23 of this RTO shall apply.
- 31.7 The Parties shall as soon as practical enter into an Agreement to modify or replace an Agreement under this RTO 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.
- 31.8 Ooredoo shall update the Agreement to take account of any appropriate changes to the RTO, 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 RTO contains the whole Agreement between the Parties in relation to the subject matter of this RTO and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this RTO.

## **33. Survival and Merger**

- 33.1 Clauses 22 (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 (6) years from the date of termination or expiry unless otherwise agreed by the Parties.
- 33.2 No term of an Agreement under this RTO 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 RTO, 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.
- 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 RTO, 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 RTO 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 RTO 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 RTO 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 RTO) 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 RTO), 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 RTO 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 of an Agreement, any obligations outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.

## **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, 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 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 RTO, are excluded.
- 47.5 Notwithstanding anything to the contrary in this RTO, 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 RTO; or
  - (c) Any other liability that cannot be excluded by law.
- 47.6 Subject to clause 47.5, 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 RTO (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 Neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, this RTO 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 Neither Party will be liable to the other Party in connection with an action, claim or demand brought or made against the other Party by a Third Party to whom the other Party provides a telecommunications service under a contract (or otherwise), where that liability could legally have been excluded or reduced in that contract by the other Party.

47.11 To the extent that this RTO 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.

#### **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 RTO 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 RTO;
- (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 RTO 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 RTO Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party.
- 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, wilful 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 RTO limiting or excluding liability or imposing requirements for indemnification operates separately and survives independently of the others even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

## Annex A – Definitions

### 1. Interpretation

1.1 In the RTO, the following rules of interpretation apply:

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

### 2. Definitions

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

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

**Access Provider** means Ooredoo Q.S.C.

**Access Seeker** means the Party that acquires a Transmission Links from Ooredoo.



**Acceptance Notice** is the written acceptance of the Access Seeker regarding the terms and conditions set out in this RTO Agreement.

**Ad Hoc Order** has the meaning as given in clause 2.1 of Annex F – Planning, Forecasting and Provisioning.

**Advice of Planned Engineering Work Form** refers to the form provided in Annex G - Operational Procedures or as agreed between the Parties.

**Affected Party** has the meaning as given in clause 25 of the Main Body.

**Annex** is an annex to the RTO Agreement, which forms part of the RTO Agreement.

**Applicable Regulatory Framework** means all applicable law, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses governing the telecommunications sector of the State of Qatar, which is legally binding and in force from time to time.

**Approved Purpose** is the purpose of interpreting, implementing, and a Party exercising its rights and performing its obligations under, this RTO Agreement.

**Arbitration** is part of the Dispute Resolution Procedure set out in clause 23 of the Main Body.

**Arbitration Rules** means the ‘rules of arbitration’ contained in the Rules of Conciliation and Arbitration of the Qatar International Center for Conciliation and Arbitration dated 1 May 2012, as amended from time to time.

**Billing Dispute** is a disagreement between the two Parties regarding amounts due under an invoice for services covered by the RTO Agreement, as set out in clause 6 of Annex B – Billing Processes and Procedures.

**Billing Dispute Notice** has the meaning given to it in clause 6.1. of Annex B – Billing Processes and Procedures.

**Billed Party** has the meaning given to it in clause 2.1 of Annex B – Billing Processes and Procedures.

**Billing Party** has the meaning given to it in clause 2.1 of Annex B – Billing Processes and Procedures.

**Billing Period** has the meaning given in clause 2.2 of Annex B – Billing Processes and Procedures.

**Billing Representative** is a billing representative, who shall be sufficiently competent, experienced and authorized to handle billing matters and appointed in accordance with clause 11.2 of the Main Body.

**Breach Notice** has the meaning given to it in clause 25.1 of the Main Body.

**Business Day** is a day other than a Friday or Saturday, on which banks are open for ordinary banking business in the State of Qatar.

**Calendar Days** are days of the Gregorian calendar.

**Calendar Months** are months of the Gregorian calendar.

**Calendar Year** is the Gregorian calendar year.

**Charges** refer to the charges payable by the Access Seeker to the Access Provider for the provision of Transmission Services according to the RTO Agreement.

**Circuit Identification Code** is a unique number used to identify individual Transmission Links.

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

**Compliant Equipment** refers to equipment used for the purpose of providing a public Telecommunications service that is compliant with national and international standards and interoperable with the network elements of the Access Provider's network.

**Confidential Information** provided by one Party to the other Party that is marked as "Confidential", or that is provided for the purposes of Transmission and not generally available to the public, or otherwise previously available to the receiving Party except by virtue of mutual understanding, or in other case is (by its nature) confidential to a Party. For the avoidance of doubt, the content of this RTO Agreement remains strictly confidential unless agreed otherwise by the Parties.

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

**Core Network** is the high-capacity portion of the Access Provider Network that connects the Access Provider transmission nodes, but which does not extend to the A- or B- End locations of a particular Transmission Link.

**CRA** means the Communication Regulatory Authority of the State of Qatar

**Customer** is an End User who has subscribed to receive a public telecommunications service from a Party.

**Defaulting Party** has the meaning as given in clause 25.1 of the Main Body.

**Detailed Feasibility Analysis** has the meaning as set out in clause 2.4 of Annex F – Planning, Forecasting and Provisioning.

**Digital Distribution Frame (DDF)** is a passive device that terminates electrical cables, allowing arbitrary interconnections to be made.

**Disclosing Party** is a Party disclosing Confidential Information to the other Party under the RTO Agreement.

**Dispute** is a disagreement (other than a Billing Dispute) between the Parties under the Dispute Resolution Procedure.

**Dispute Resolution Procedure** is the procedure for resolving Disputes set out in clause 23 of the Main Body.

**Due Date** has the meaning given to it in clause 3.1 of Annex B – Billing Processes and Procedures.

**Effective Date** is the date the RTO Agreement has been signed by both Parties.

**Emergency Conditions** are conditions that causes or is likely to cause significant damage to the Network of a Party or that endangers or is likely to endanger the health or safety of any person.

**End User** is the ultimate recipient of a service.

**Fault** means a condition that causes a Network or part of a Network to operate other than intended or to cease operating altogether, including a disruption or degradation of service.

**Fault Escalation Contacts** are the designated contacts or representatives of each Party which are to be contacted in the event of a Fault, including higher level management to be contacted for second and third level Faults and for Faults that require escalation.

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

**Fault Reporting Contacts** are the contacts of each Party to whom the Faults are reported to.

**Fault Reporting Form** is the form included in Attachment 1 of Annex G - Operational Procedures or as agreed in writing between the Parties.

**First Subsequent Quarter** is the Quarter following the Quarter in which the Initial Forecast is made, which is also three (3) Quarters in advance of the expected Ready for Service Date for the forecasted Transmission Link.

**Force Majeure Event** means any circumstance or event beyond the reasonable control of the Party affected thereby; including but not limited to acts of God, war or military operations, insurrection or civil disorder, national or local emergency, acts of foreign enemies, requisition or embargo, riots or commotion, fire, lightning, explosion, flood, earthquake, weather of exceptional severity, acts or omissions of government or other competent authority, industrial Disputes of any kind (save for those involving the affected Party's own employees), acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside the Party's its reasonable control.

**Force Majeure Event Notification** has the meaning of clause 45 of the Main Body

**Government** refers to the Government of the State of Qatar

**Governmental Authority** is any government agency, body, department, organization or similar entity of the State of Qatar.

**GPS** means global positioning system.

**Indemnified Party** has the meaning as set out in clause 50.1 of the Main Body.

**Indemnifying Party** has the meaning as set out in clause 50.1 of the Main Body.

**Intellectual Property** patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any of the rights and forms of protection mentioned in this definition.

**Issue Date** refers to the date on which an invoice is dated and dispatched by the Access Provider.

**ITU** is the International Telecommunication Union.

**ITU-T** is the Telecommunication Standardization Sector of the ITU.

**Joint Transmission Committee** is a committee with an equal number of appropriate representatives from each Party formed pursuant to the provisions of clause 11.3 of the Main Body.

**Main Body** means the Main Body of the RTO Agreement.

**Mobile Service** is a Telecommunications service provided by means of radio communications access facilities that is capable of continuous and uninterrupted use while moving between the cell area of one antennae and the cell area of a different antennae.

**Network** refers to a public Telecommunications Network.

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

**Non-Service Affecting Fault** is a fault that does not affect the Transmission Service.

**Optical Distribution Frame (ODF)** is equipment that terminates optical cables, allowing arbitrary interconnections to be made.

**Other Licensed Operator (OLO)** is any operator licensed in Qatar which, pursuant to its license, is entitled to acquire Services under the RTO Agreement.

**Party** is a party to the RTO Agreement.

**Personnel** means officers, employees, contractors and agents of a Party.

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

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

**Public Mobile Telecommunications Network** is any network over which Mobile Services are made available to the general public on a commercial basis and that fall within the scope of the Public Mobile Telecommunications Networks and Services Licenses of the OLO.

**Qualified Licensee** has the meaning given to it in clause 2.1 of the Part One of the RTO.

**Quarter (Quarterly)** refers to a period of three (3) Calendar Months commencing on the first Calendar Day of each of January, April, July or October.

**Ready for Service Date** is the date on which the Access Provider commits to provide one or more Transmission Links to the Access Seeker.

**Receiving Party** is a Party receiving the Confidential Information of the other Party under the RTO Agreement.

**Reference Transmission Offer or RTO** means the reference transmission offer approved by the CRA in accordance with the clause 4.1.2 of Annexure F of Ooredoo's Fixed License and other related provisions of the Applicable Regulatory Framework.

**Remote Line Unit (RLU)** is a unit located separately from a switching and transmission node that enables connectivity to a remote location.

**Review Notice** is a notice sent from one Party to another Party pursuant to clause 31 of the Main Body.

**Right of Use** refers to the right to use a Telecommunications service according to agreed specifications and service conditions for a specific duration.

**RTO Agreement** means the agreement set out in Part Two of the Reference Transmission Link Offer, including the Main Body, the Annexes and Schedules.

**Second Subsequent Quarter** is the second Quarter following the Quarter in which the Initial Forecast is made, which is also two Quarters in advance of the expected Ready for Service Date for the forecasted Transmission Link.

**Service** refer to the transmission services specified in Annex C - Transmission Service Schedule

**Service Affecting Fault** is a Fault that may cause service interruption to Transmission Links.

**Service Handover Form** is the form set out in Attachment 3 of Annex F – Planning, Forecasting and Provisioning or as agreed in writing by the Parties.

**Service Handover** is the process to activate operational service on one or more Transmission Links as set out in Annex F – Planning, Forecasting and Provisioning.

**Service Provider** refers to a person that is licensed to provide Telecommunications Services to the public or licensed to own, establish or operate a telecommunications network to provide Telecommunications Services to the public. This includes providers of information or content provided using a Telecommunications Network.

**Service Schedules** are set out in Annex C - Transmission Service Schedule, which defines the Transmission Links offered.

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

**Suspending Party** has the meaning as given in clause 24.2 of the Main Body.

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

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

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

**Telecommunications Equipment** has the meaning given to it in the Telecommunications Law.

**Telecommunications Facilities** has the meaning given to it in the Telecommunications Law.

**Telecommunications Law** is the Decree Law No. 34 of 2006 in the State of Qatar or as may be amended from time to time.

**Telecommunications Network** has the meaning given to it in the Telecommunications Law.

**Third Party** is any party other than the Parties of the RTO Agreement.

**Third Subsequent Quarter** is the third Quarter following the Quarter in which the Initial Forecast is made, which is also one Quarter in advance of the expected Ready for Service Date for the forecasted Transmission Link.

**Traffic** refers to Telecommunications signals that are conveyed across a Telecommunications Network or Networks, including, but not limited to, voice, SMS messages, MMS messages and IP packets.

**Transmission Link Agreement** has the meaning given to it in clause 2.7 of Part One of the RTO.

**Transmission Link Forecasting and Ordering Form** is the form set out in Annex F – Planning, Forecasting and Provisioning or as agreed in writing by the Parties.

**Transmission Link Plan** is defined and contains the specific information set out in clause 13.2 of the Main Body and clause 1.2 of Annex F – Planning, Forecasting and Provisioning.

**Transmission Links** has the meaning given to that term in clause 1 of Annex C - Transmission Service Schedule.

**Transmission Link Testing Form** is the form set out in Attachment 3 – Transmission Link Testing Form of Annex G - Operational Procedures or as agreed in writing by the Parties.

**Transmission Service** has the meaning given to that term in clause 1 of Annex C - Transmission Service Schedule.

**Working Hours** are from 7:00 to 15:00 during Business Days.

## Annex B – Billing Processes and Procedures

### 1. Chargeable Services

- 1.1 Chargeable Services are those defined in Annex C - Transmission Service Schedule. Charges and pricing are determined in Annex H - Price List.
- 1.2 Delivered Services and related installation and usage Charges shall be invoiced according to the principles defined in this RTO and in particular according to the procedures defined in this Annex B – Billing Processes and Procedures. The value of charges incurred shall be calculated using the prices as defined in Annex H - Price List and the principles defined in this Annex B – Billing Processes and Procedures.

### 2. Charging and invoicing

- 2.1 Ooredoo (the **Billing Party**) will invoice the OLO (the **Billed Party**) for Transmission Links in accordance with the charges set out in this Annex B – Billing Processes and Procedures and Annex H - Price List.
- 2.2 Except for the charges for the first Quarter, and unless mutually agreed otherwise, recurring charges for Transmission Links will be payable in advance on a Quarterly basis (the **Billing Period**). Charges for the first Quarter shall be pro-rated from the date of the first Service Handover to the end of the first Quarter in which the first Service Handover is made.
- 2.3 For each Transmission Link, charging will commence upon Service Handover or on the agreed Ready for Service Date, whichever is earlier.
- 2.4 The Billing Party must provide the Billed Party with an invoice setting out the Charges payable by the Billed Party in respect of that Billing Period (**Invoice**).
- 2.5 Unless mutually agreed otherwise, the Billing Party shall deliver each Invoice by e-mail to the Billed Party's Billing Representative, followed up by hand delivery of a paper copy of each Invoice. Upon receiving an Invoice, the Billed Party's Billing Representative shall confirm receipt by e-mail to the Billing Party's Billing Representative.
- 2.6 The Billing Party will ensure that:
  - (a) all amounts in an Invoice are stated in Qatari Riyals;
  - (b) all Invoices set out the following information:
    - i. the invoice number;
    - ii. the name and address of the Billing Party; and
    - iii. the due date for payment and the amount due; and
  - (c) all Invoices contain sufficient information to enable the Billed Party to verify the amount of the Charges specified in the Invoice.

### 3. Payment

- 3.1 The Billed Party must pay each Invoice within 30 Calendar Days after the date of the Invoice (**Due Date**), except where an Invoice is subject to a Billing Dispute, in which case the Billed Party must pay those parts of the Invoice that are not subject to the Billing Dispute.



3.2 All payments must be:

- (a) paid by electronic funds transfer directly to the nominated account of the Billing Party, or such other means as may be agreed by the Parties; and
- (b) paid without any set-off or counter-claim and free of any withholding or deduction, unless otherwise agreed by the Parties.

3.3 Payments are deemed to be received on the date of receipt by the Billing Party, unless the payment is subsequently dishonoured, in which case payment is deemed not to have been received until cleared funds are received by the Billing Party that are net of any associated bank charges or transfer fees, together with any dishonour fees and other related charges.

#### 4. Late Payment Charge

4.1 If the Billed Party fails to pay an Invoice (or part of it) by the Due Date, the Billing Party may charge the Billed Party interest on the overdue amount for each day after the Due Date until and including the date of actual payment, at the annual rate which is five percentage points above the Base Rate in effect during such period (**Late Payment Charge**).

4.2 A Late Payment Charge:

- (a) will be payable by the Billed Party if an Invoice (or part of it) is subject to a Billing Dispute and the disputed amount is determined to have been correctly included in the Invoice; and
- (b) will not be payable by the Billed Party if the Invoice (or part of it) is subject to a Billing Dispute and the disputed amount is determined to have been incorrectly included in the Invoice.

4.3 The Billing Party will include a Late Payment Charge in the Invoice for the Billing Period that immediately follows the Billing Period that was the subject of the late payment or in a later Invoice, except where the Invoice (or part of the Invoice) that remains unpaid is subject to a Billing Dispute, in which case the Billing Party may include the Late Payment Charge in the Invoice for the Billing Period following a resolution that the disputed amount was correctly included in the disputed Invoice.

#### 5. Overpayment

5.1 If the Billed Party makes an overpayment in error, it must notify the Billing Party within 30 Business Days after the date of the overpayment with sufficient details for the Billing Party to identify the overpayment.

5.2 If, within 30 Business Days after receipt of notice of overpayment, the Billing Party, acting reasonably and in good faith, verifies the overpayment, the Billing Party will refund the overpaid amount to the Billed Party within 30 Business Days after the date of verification of the overpayment.

#### 6. Billing Disputes

6.1 If the Billed Party disputes an amount in an Invoice and that dispute is not resolved before the Due Date, then the Billed Party may notify the Billing Representative of the Billing Party in writing of the existence of the Billing Dispute (**Billing Dispute Notice**).



- 6.2 A Billing Dispute Notice must specify:
- (a) details of the amounts in dispute, including a copy of any records that the Party is relying on to support its claims;
  - (b) an explanation or the reasons that the amounts are disputed; and
  - (c) sufficient information for the other Party to properly assess the disputed amounts.
- 6.3 The Parties must use their best endeavours to resolve a Billing Dispute within 30 Business Days after the date of receipt of the Billing Dispute Notice, or such other period that may be agreed by the Parties.
- 6.4 If the Parties are unable to resolve a Billing Dispute within 20 Business Days after the date of receipt of the Billing Dispute Notice (or such other period that is agreed between the Parties), the Billing Dispute may be escalated for resolution by representatives of each Party that have the authority to settle the Billing Dispute (such representatives to be at a higher level of management than the Billing Representatives). The designated representatives must meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve that Billing Dispute. Each Party must meet all reasonable requests for relevant information received from the other Party during these negotiations to assist with the resolution of the Billing Dispute.
- 6.5 If a Billing Dispute is not resolved within 20 Business Days of the date of escalation, either Party may by written notice to the other Party refer the matter to an independent qualified accountant (**Billing Expert**) to investigate the source of the discrepancy and recommend an equitable solution.
- 6.6 The Billing Expert to be engaged will be mutually agreed between the Parties prior to engagement.
- 6.7 The Parties will procure that the Billing Expert resolve the Billing Dispute within 20 Business Days of being appointed. The findings of the Billing Expert will be binding on both Parties.
- 6.8 The Parties will each bear half the costs of the Billing Expert.
- 6.9 Billing Disputes may not be referred for resolution in accordance with the Dispute Resolution Procedures.
- 6.10 If the Billing Dispute is resolved:
- (a) against the Billed Party, the Billed Party must pay any outstanding disputed amount to the Billing Party within 20 Business Days after the date of resolution of the Billing Dispute; or
  - (b) in favour of the Billed Party, the Billing Party will refund any disputed amount previously paid by the Billed Party to the Billing Party within 30 Business Days after the date of resolution, plus any Late Payment Charge previously paid by the Billed Party.
- 6.11 Nothing in this clause 6, except clause 6.7, limits any rights or remedies which may be enforced by a Party in connection with a Billing Dispute, including under this RTO Agreement or any other agreement between the Parties, or at law or otherwise.

## **Annex C - Transmission Service Schedule**

### **1. Service Definition**

- 1.1 A Transmission Service is a service for the carriage of certain signals from OLO network location to another network location in Qatar via symmetric SDH network interfaces on a permanent uncontended basis by means of guided electromagnetic energy (each such service is a **Transmission Link**).
- 1.2 The specific technical conditions for Transmission Links provided by Ooredoo will occur in accordance with the Transmission Link Plan as agreed pursuant to Annex F – Planning, Forecasting and Provisioning. In the event of any inconsistency between the Transmission Link Plan and the Annex D - Technical Information, the Transmission Link Plan takes precedence.
- 1.3 Ooredoo offers the following Transmission Links using SDH technology:
  - (a) E1
  - (b) E3
  - (c) STM-1
  - (d) STM-4
  - (e) STM-16
- 1.4 Transmission Links will be used for the conveyance of Traffic within the OLO Network Routes will be established in accordance with the agreed Transmission Link Plan and capacity forecasts as stipulated in Annex F – Planning, Forecasting and Provisioning.

### **2. Connection**

- 2.1 Direct connection is made between Ooredoo's nearest transmission facility and each OLO network location. The Ooredoo DDF or ODF and transmission terminal equipment and appropriate cabling will be installed at the boundary of or within the OLO network location, to which the Ooredoo technicians shall be granted access.

### **3. Site access**

- 3.1 OLO shall provide Ooredoo with access to the service's network locations to permit Ooredoo to install, test, inspect, repair, modify and maintain its equipment in connection with the provision of Transmission Links. The OLO must ensure that sufficient AC and DC power, climate control and security is available at each network location.
- 3.2 Ooredoo has no obligation to provide a Transmission Link to an OLO unless it is able to secure adequate access to its network location.
- 3.3 The OLO must not permit any person other than an authorized representative of Ooredoo to maintain, modify, repair or interfere with equipment used by Ooredoo in connection with a Transmission Link.

## **Annex D - Technical Information**

### **1. General**

- 1.1 This Annex provides general information about the available Transmission Links, describes technical details of the Transmission Links, and shall form the basis of Transmission Link discussions between the Parties.

### **2. Transport**

**2.1 [REDACTED]**

## **Annex E - Service Level Agreements**

### **3. Scope**

- 3.1 The service level guarantees set out in this Annex E - Service Level Agreements:
- (a) Only apply to the extent to which such Service Levels have been elected in respect of a particular Transmission Link and at the elected Service Level Category; and
  - (b) For the avoidance of doubt, do not apply beyond the Demarcation Point at the A-end and B-end of each Transmission Link.
- 3.2 Ooredoo will provide the following Service Levels to the OLO for each Transmission Link in accordance with the appropriate Service Level Category:
- (a) Service Availability SLA (Sub-annex 1) that includes provisioning service levels; and
  - (b) Service Restoration SLA (Sub-annex 2).
- 3.3 In the event that Ooredoo fails to meet the appropriate Service Level, then subject to the terms of this Annex, Ooredoo will compensate the OLO in accordance with Sub-annex 1 or 2.

### **4. Monitoring**

- 4.1 Ooredoo shall use the Fault Reporting Management System (FRMS) to manage any Faults reported or detected in order to meet the Service Levels, as set forth in the Annex G - Operational Procedures.
- 4.2 Ooredoo shall provide simultaneously to the CRA and the OLO reports comparing the agreed service levels (availability, restoration and provisioning) to the actual performances of Ooredoo. The reports shall include a comparison between SLAs and actual performances on a monthly basis. They shall be delivered on a quarterly basis, one month after the end of each quarter.

### **5. Service Credits**

- 5.1 If Ooredoo fails to achieve a Target Service Level then Ooredoo shall pay Service Credits to the OLO in accordance with this Annex .
- 5.2 If a Target Service Level is not met ("Service Failure"), notwithstanding any other provision in the Agreement, Ooredoo shall arrange all such additional equipment, resources and/or materials as are reasonably necessary for the remediation of the Service Failure.
- 5.3 Ooredoo shall bear all costs incurred in the performance of any actions required under clause 5.2.
- 5.4 If Ooredoo fails to remedy a Service Failure within a reasonable period of time or within an agreed period for rectification, the OLO shall be entitled to remedy the Service Failure itself and/or with the assistance of a Third Party.
- 5.5 The Ooredoo acknowledges and agrees that its payment of any Service Credits under the Agreement shall not relieve it of its obligations whatsoever to meet or exceed the Target Service Levels in accordance with the Agreement.

- 5.6 Ooredoo irrevocably acknowledges and agrees that payment of any Service Credits pursuant to the Agreement shall:
- (a) Be deemed to be a reduction in the Charges based upon a failure by Ooredoo Provider to provide the required levels of service;
  - (b) Not be considered or construed as a damages payment or remedy for loss suffered, and
  - (c) That accordingly such Service Credits shall be without prejudice to any other rights or remedies which the OLO has against Ooredoo under the Agreement, Applicable Law or otherwise.
- 5.7 Ooredoo acknowledges and agrees that the payment of Service Credits under the Agreement shall not be taken into account when calculating the limits on the Ooredoo's liabilities set out in clause 47 of the Agreement.
- 5.8 Ooredoo acknowledges and agrees that OLO's rights in this clause 5 are without prejudice to any other rights and/or remedies the Customer may have under the Agreement, Applicable Law or otherwise for a Service Failure.
- 5.9 The OLO shall be entitled, in its sole discretion, to deduct any Service Credit from the Charges payable or to otherwise require Ooredoo to pay the value of the Service Credit to OLO on demand.
- 5.10 In the event of any disruption of the Transmission Services due to any event, including a Force Majeure Event, Ooredoo shall ensure each affected Transmission Service is restored as soon as reasonably possible and in any event in accordance with the Service Levels.

## **6. Payment Process**

- 6.1 At the end of each month, Ooredoo will calculate the numbers of failures for that month that each Transmission Link failed to meet the appropriate Service Levels. The failure/performance report shall be supplied within 14 days of the end of the month. Ooredoo will use this information to determine the amount of Compensation, if any, due to the OLO.
- 6.2 To be eligible for Compensation, the OLO must submit its Compensation claim to Ooredoo in writing within the first fourteen (28) days of the submission of the failure report.
- 6.3 Ooredoo will pay the Compensation to the OLO in the form of a rebate of the Charges against the next invoice.
- 6.4 In the event that:
- (a) Monthly recurring Charges are used as the basis for calculating the amount of Compensation payable; and
  - (b) The relevant Transmission Link is provided for a period of less than the full calendar month, the Compensation is to be calculated on a pro-rata basis for that period.
- 6.5 In the event that the OLO Disputes Ooredoo's record on the Service Level and/or the amount of the Compensation due to the OLO, the OLO shall not be entitled to the Disputed portion of the Compensation, until and unless the Dispute has been resolved.

6.6 The Compensation payable will be calculated as follows:

- (a) For the Service Availability SLA, in accordance with the levels identified for the elected Service Level Category in clause 8 of this Annex; and
- (b) For the Service Restoration SLA, in accordance with the levels identified for the elected Service Level Category in clause 9 and 10 of this Annex.

6.7 The OLO acknowledges and agrees that the Service Levels and the OLO's right to Compensation:

- (a) are of an ex-gratia nature and personal to the OLO, and are non-transferable;
- (b) are only payable subject to the terms of this Annex.

## **7. Limitations**

7.1 Despite anything to the contrary in this Annex, the OLO is not eligible for Compensation (and Ooredoo will not pay Compensation) in the following circumstances:

- (a) Where the Transmission Link agreement is subject to suspension as defined in Clause 24 of the Main Body;
- (b) Where the Fault is caused by or arises from conduct by the OLO employees, agents or contractors;
- (c) Where the Fault is caused by or arises from the OLO owned and maintained equipment and/or cabling network, or acts or omissions (including negligence) by the OLO;
- (d) Where the Ooredoo's personnel are unable to, or are delayed in accessing or working on the OLO's premises or third party premises where the service may also terminate, due to: the premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state;
- (e) Delays in the provision or restoration of the relevant Transmission Link caused by events related to force majeure as defined in this agreement;
- (f) Where there is planned maintenance in accordance with Annex G - Operational Procedures, but excluding planned maintenance situations that are within the Ooredoo's reasonable control and which result in a catastrophic failure or complete loss of the particular Transmission Link that cannot be restored within a reasonable period of time (such reasonable period of time to be determined by the Parties in good faith having regard to all relevant circumstances);
- (g) Where a Fault is reported by the OLO, but no Fault is found or confirmed by Ooredoo;
- (h) Periods taken by the OLO to confirm the condition of the Transmission Link after Fault Clearance by Ooredoo; or
- (i) Periods where the Fault is due to a failure of any connectivity beyond the Demarcation Point at the A-end and B-end of the Transmission Link;
- (j) Where the Transmission Link has been modified in any way at the OLO's request except where the modification is accepted by Ooredoo and the Ooredoo has not indicated that the changes are not covered by the SLA;
- (k) Where incomplete, inaccurate information is provided by the OLO to Ooredoo which prevents or limits Ooredoo from meeting the Service Levels; and/or

- (l) For any delay or failure by the OLO in complying with its obligations under these Terms and Conditions which prevents or limits Ooredoo from meeting the Service Levels.

#### **Sub-annex 1**

### **8. Service Levels Availability and provisioning**

#### **8.1 SLA Service availability parameters:**

- (a) Where the availability of a particular Transmission Link is less than 96% in any given one month period, the OLO may terminate such Transmission Link without penalty.
- (b) In the event that the availability of all Circuits as per the Agreement are below 97.0% availability in any given monthly period, the OLO may terminate all circuits with the Ooredoo without penalty

#### **8.2 Service availability is based from the service end point demarcations at both ends of the Circuit**

<b>Individual Service Availability in each calendar month measured as a Percentage on an end to end basis</b>	<b>Percentage of Monthly Recurring Charges as Rebate for On-Net Services</b>
99.7% or greater	0%
99.0% to 99.69%	5%
98.5% to 98.99%	10%
98.00% to 98.49%	15%
Below 97.99 %	20%

- 8.3 Provisioning is deemed to be acceptable when new services are supplied by the Ready for Service date according to the Annex F - Planning, Forecasting and Provisioning. Provisioning failures are where this date is not achieved. The following service credits shall apply:

<b>Service delivery is not achieved</b>	<b>Percentage all one off charges related to the implementation of the service</b>
Within 10 days of the Ready for Service Date	20%

More than 10 days and less than 20 days of the Ready for Service Date	50%
More than 20 days of the Ready for Service Date	100% plus 2 months of the monthly payments

#### 8.4 Calculation of Service Levels Availability

For the Service Level Categories, the Service Availability SLA is calculated on a monthly basis as follows:

$$\frac{(A - B)}{A} \times 100\%$$

Where A = Total time for the month

B = Total Unavailable Time for the same month

Unavailable Time means the sum of all minutes which fail to meet the performance objectives stated in the Transmission Link Plan, calculated from the earlier of:

Where the OLO reports the Fault, the time when the Fault is reported by the OLO to Ooredoo's network operations centre (**NOC**) and ending at the time that the Fault is resolved and Ooredoo returns the circuit to the OLO; and

Where Ooredoo's NOC recognises the Fault, the time when the Fault is recognised by Ooredoo and ending at the time that the Fault is resolved and Ooredoo returns the service to the OLO.

If during testing, Ooredoo demonstrates that the performance of the Service is consistent with the performance objectives, this period shall not be considered as Unavailable Time.

For calculation of rebate purposes, outages that span more than one calendar month will be treated as if they occurred entirely within the month in which the outage was first logged.

### **Sub-annex 2**

## **9. Service Levels Restorations**

### 9.1 SLA Service Restoration parameters:

(a) The restoration time is included in the following table

	Transmission Faults		Cable cuts	
	Within Doha	Outside Doha	Within Doha	Outside Doha
During Working Hours	4 Hours	4 Hours	4 Hours	4 Hours
Outside Working Hours	4 Hours	4 Hours	4 Hours	4 Hours

(b) The OLO is required to provide two independent fibre entry points only at central OLO sites where more than 10 services terminate sites and only then if technically feasible (as decided by the OLO). Other service termination



points do not require this.

## 10. Calculation of Service Levels Restoration

10.1 Service Restoration is calculated based on the average time to repair a Fault in a monthly period, calculated from the earlier of:

- (a) Where the OLO reports the Fault, the time when the Fault is reported by the OLO to Ooredoo's Network Operations Centre (NOC) and ending at the time that the Fault is resolved and Ooredoo returns the link to the OLO; and
- (b) Where Ooredoo's NOC recognises the Fault, the time when the Fault is recognised by Ooredoo and ending at the time that the Fault is resolved and Ooredoo returns the link to the OLO.

10.2 The service credits for restoration performance are:.

Service restoration	Percentage of Monthly Recurring Charges as Rebate for On-Net Services
Failure to meet the target set in 9.1 of this annex by up to 3 additional hours	25%
Failure to meet the target set in 9.1 of this annex by more than 3 additional hours	50%

## Annex F – Planning, Forecasting and Provisioning

This Annex F – Planning, Forecasting and Provisioning provides details and forms for the planning forecasting and provisioning of Transmission links between Ooredoo and the OLO.

### 1. Planning

1.1 Provision of Network Information:

- (a) Ooredoo and the OLO will cooperate in planning, implementing and provisioning Transmission Links to ensure as far as possible that required Transmission Links can be provided within the agreed time frame. Such cooperation will include the mutual exchange of relevant capacity and network topology information to facilitate preparing for and implementing Transmission Links.

1.2 Transmission Link Plan:

- (a) Ooredoo and the OLO will jointly formulate and agree on a Transmission Link Plan as set out in clause 13.2 of the Main Body.
- (b) The Transmission Link Plan will be part of this RTO Agreement and contain those elements of necessary and specific information required between the Parties. Such information includes but is not limited to:

- Transmission Link Forecasts;
  - Contact Points for both the Ooredoo and OLO (including Technical Representatives, Commercial Representatives, Fault Reporting Contacts, Fault Escalation Contacts and Billing Representatives);
  - Network Diagram;
  - Notification and information relating to Planned Upgrade Programs;
  - Testing and Commissioning Procedures;
  - Operation and Maintenance Principles;
  - Date of next review;
  - Specific information with respect to each installed, pending and forecast Transmission Link (as applicable):
    - Unique Transmission Link identification number;
    - A-end termination: name, location, and type of connection;
    - B-end termination: name, location, and type of connection;
    - Transmission path - direction designation, type, physical routing;
    - Capacity;
    - Testing Plan;
    - Provisions for redundancy and/or physical diversity;
- (c) As part of the planning of the initial and ongoing Transmission Link demand, Ooredoo will provide the OLO, through the Joint Transmission Link Committee, information on the availability (or otherwise) of sufficient transmission capacity of any relevant Ooredoo facility for provisioning Transmission Links.
- (d) The Transmission Link Plan will address the (initial) forecast for the OLO's Transmission Links requirement for the next twelve (12) months starting from the effective establishment of the Joint Transmission Committee. Transmission Links below STM-1 can be ordered at any time. However the OLO has to allow time for Ooredoo to provision such link.

## 2. Ordering of Transmission Links

### 2.1 Ad Hoc Orders:

- (a) The OLO may at any time initiate an order of a Transmission Link by notifying Ooredoo in writing, regardless of whether the requested Transmission Link was included in a forecast (**Ad Hoc Order**).
- (b) Ad Hoc Orders shall include the information required by the Transmission Link Forecasting and Ordering Form and detailed information concerning the precise location of the A- and B- ends of each link.
- (c) Upon receipt of an Ad Hoc Order, Ooredoo shall undertake a Detailed Feasibility Analysis in accordance with the process set out in clause 2.4, if a Detailed Feasibility Analysis has not already been performed.
- (d) If the Detailed Feasibility Analysis indicates that resources are available, including fibre optic cabling, equipment and Core Network capacity, and there are no required civil works, trenching or unusual provisioning issues, the final Ready for Service Date shall be either ten (10) Business Days following confirmation from the OLO or the OLO's Ready for Service Date,

whichever is later.

- (e) If the OLO does not confirm the Ad Hoc Order following receipt of the Detailed Feasibility Analysis report within five (5) Business Days, Ooredoo may invoice the OLO for the agreed Detailed Feasibility Analysis costs in accordance with clause 2.4.
- (f) If resources, such as fibre optic cabling, equipment and Core Network capacity, are not available, then Ooredoo shall inform the OLO of the final Ready for Service Date, which shall be no more than five (5) Calendar Months from the date of the Ad Hoc Order.
- (g) The minimum service period following an Ad Hoc Order shall be one (1) calendar year.

## 2.2 Advance Orders:

- (a) Ooredoo shall, for each Transmission Link, at least 10 Business Days prior to the start of the Third Subsequent Quarter, confirm the expected Ready for Service Date and Extra Implementation Charges, if any.
- (b) Unless cancelled in accordance with clause 2.4(d)(ii), forecasted Transmission Links shall automatically become Advance Orders at the beginning of the Third Subsequent Quarter, at which time the Ready For Service Date and any Extra Implementation Charges included in the Detailed Feasibility Analysis shall be binding on both Parties.
- (c) The minimum service period following an Advanced Order shall be one (1) calendar year.

2.3 Not later than five (5) Business Days, unless otherwise agreed by the parties, after receipt of a statement of requirements, Ooredoo shall acknowledge the request and confirm whether the statement of requirements is sufficiently detailed to enable it to provide the requested service. If not, Ooredoo shall request any further clarification it may reasonably require.

## 2.4 Detailed Feasibility Analysis:

- (a) Within ten (10) Business Days of receipt of either:
  - i. the Forecast Update for the Second Subsequent Quarter; or
  - ii. an Ad Hoc Order,

Ooredoo shall provide to the OLO a written estimate of the expected costs for performing the more detailed analysis of all required equipment provisioning and facilities installation work required to provision the forecasted Transmission Link (**Detailed Feasibility Analysis**).

- (b) Within ten (10) Business Days of receipt of the Detailed Feasibility Analysis cost estimate, the OLO shall either:
  - i. confirm its acceptance of the Detailed Feasibility Analysis cost estimate in writing; or
  - ii. request a review of such cost estimates from Ooredoo, where the OLO believes significant discrepancies exist between its requirements and the Ooredoo's estimate.
- (c) If the OLO requests a review of the Detailed Feasibility Analysis cost

- estimate, Ooredoo shall present a revised Detailed Feasibility Analysis cost estimate within ten (10) Business Days of the OLO's request for review.
- (d) the OLO shall, within ten (10) Business Days of receipt of the revised Detailed Feasibility Analysis cost estimate, either:
- i. confirm its acceptance of the Detailed Feasibility Analysis cost estimate in writing; or
  - ii. cancel the Transmission Link Forecast without cost or penalty by sending the Order Cancellation Form as set out in Attachment 4 – Transmission Service Order Cancellation Form
- (e) the OLO shall not be required to pay the cost of the Detailed Feasibility Analysis if it orders the Service from Ooredoo or the Detailed Feasibility Analysis is negative. In the event the OLO decides not to proceed with the Service after a Detailed Feasibility Analysis has been conducted by Ooredoo, the OLO shall remain liable for all costs and expenses incurred by Ooredoo in conducting the Feasibility Analysis, as per the cost estimate provided and agreed by the OLO.

2.5 If the Detailed Feasibility Analysis indicates that resources are available, including fibre optic cabling, equipment and Core Network capacity, and there are no required civil works, trenching or unusual provisioning issues, the final Ready for Service Date shall be the agreed Ready for Service Date by the OLO.

### **3. Provisioning**

#### **3.1 Implementation:**

- (a) Ooredoo will endeavour to complete the implementation of orders for changes in capacity or location on existing Transmission Links or new Transmission Links from the OLO in accordance with the timetable provided in the agreed Transmission Link Plan.
- (b) The connection of the OLO's equipment shall be the responsibility of the OLO in a manner to be agreed with Ooredoo.

#### **3.2 Testing:**

- (a) The Parties will perform testing of Transmission Links in accordance with the Transmission Link Plan.

#### **3.3 Service Handover:**

- (a) Once the requested Transmission Link is implemented, Ooredoo will complete the Service Handover Form as provided in Attachment 3 – Transmission Service Handover Form, stating the proposed handover date. Together with the test results the Service Handover Form will be sent to the OLO.
- (b) If the proposed date for Service Handover stated on the Service Handover Form is prior to the agreed Ready for Service Date, the OLO may either accept the proposed date for Service Handover date or elect that the date of Service Handover be the Ready for Service Date or propose any other date prior to the Ready For Service Date as agreed between the Parties by stating

- such date for Service Handover on the Service Handover Form.
- (c) The OLO will confirm receipt of delivery and acceptance of the Transmission Link by signing and returning the Service Handover Form within two (2) Business Days of receipt.

#### 3.4 Transmission Link Disconnection Procedures

- (a) Ooredoo shall disconnect a Transmission Link following receipt of the Transmission Link Disconnection Form from the OLO. The OLO must give a minimum of ten (10) Business Days notice to Ooredoo prior to the required disconnection date.
- (b) Ooredoo will acknowledge receipt of the Transmission Link Disconnection Form (as per attachment 5 of Annex F) within three (3) Business Days and confirm validity or reject the request within five (5) Business Days of receipt of the form from the OLO. Disconnection requests shall be rejected only if the information contained in the completed Service Disconnection Form (as per attachment 5 of Annex F) is incomplete, inaccurate or unclear.
- (c) Except as provided in clause d) below, disconnection of Transmission Links prior to the end of the applicable minimum service period or other commitment term agreed by the Parties will result in continued charges for such services pursuant to agreed service terms.
- (d) Notwithstanding the requirements set out in clause 3.4.c), the Access Seeker may request disconnection of Transmission Links prior to the end of the applicable minimum service period or other commitment term. Such disconnection shall be without charge or penalty to the extent that there are active links that have exceeded their minimum service period for an equal or greater amount of time, provided:
  - i. the number of such links for each capacity type (e.g. STM-1, STM-4, etc.) for which disconnection is requested in a given Calendar Year does not exceed 10 percent of the number of links that are active and in place for the same capacity type for the duration of such Calendar Year; and
  - ii. such disconnection does not occur within the first three Calendar Months of the minimum service period of the Transmission Link for which cancellation is requested.

- 3.5 Service Changes: In the event the OLO requires a change in the location of the A or B-end of a particular Transmission Link, the charges for fulfilment of such a request shall be as set out in Annex H – Price List. Ooredoo shall consider such alteration as a new request for Transmission Link.

#### 4. Forecasting

- 4.1 Unless otherwise agreed between the Parties, the OLO must provide Ooredoo with an Initial Forecast for new Transmission Paths, Transmission Links and capacity on Transmission Links for STM-1 and higher for the first twelve (12) months from the Effective Date.
- 4.2 The OLO must provide updated forecasts no later than the beginning of each Quarter. Each forecast must cover a period of twelve 12 months, divided into Quarters.

- 4.3 The OLO must ensure that each updated forecast complies with the following requirements:
- (a) For the First and Second Subsequent Quarters of the given forecast, OLO may decrease the number of forecasted links without limitation.
  - (b) For the First and Second Subsequent Quarters of the given forecast, OLO may increase the number of forecasted Transmission Links to no more than double the number of Transmission Links included in the immediately preceding forecast for each capacity type. Ooredoo may accept a greater increase at its sole discretion.
- 4.4 If Ooredoo does not receive a Transmission Link Forecast Update for a particular Quarter, the forecasts shall remain unchanged from those submitted in the last Quarter in which a forecast was given. Ooredoo shall not be liable to the OLO for any failure or degradation in OLO's service to its Customers where such failure or degradation is due to a lack of Transmission Link capacity as ordered by the OLO.
- 4.5 No forecast is required for Transmission Links of a capacity less than STM-1.
- 4.6 The OLO shall provide forecasts in accordance with the applicable templates set out in Attachment 1 – Transmission Service Order Form and Attachment 2 – Transmission Path Forecasting Form of this Annex.
- 4.7 No later than five (5) Business Days after the date of receipt of a forecast, Ooredoo shall either:
- (a) confirm forecast acceptance by notifying the OLO in writing (**Forecast Acceptance**); or
  - (b) inform the OLO in writing within five (5) Business Days that required information is missing and specifying such information in writing, in which case the OLO shall resubmit the forecast including the required missing information within five (5) Business Days.
- 4.8 The forecasts provided by the OLO shall represent the good faith expectations of OLO's future capacity requirements.
- 4.9 Ooredoo reserves the right to recover from the other Party unavoidable costs incurred as a result of any shortfall in capacity ordered according to the forecasting procedures set out in this Annex F – Planning, Forecasting and Provisioning.
- 4.10 If no forecasting form update is received, the forecast shall remain unchanged from that previously submitted until the following Quarter.

## 5. New Services

- 5.1 The OLO may, at any time, request from the other Party an Agreement amendment for the provision of:
- (a) A new Service, belonging to a Relevant Market in which Ooredoo is designated as dominant service provider, not currently provided or able to be provided under the RTO and has not previously been supplied pursuant to a Transmission Link Agreement or any other agreement between the Requested Party and any other OLO.

- 5.2 Such requests shall be clearly marked as a request for a new Service pursuant to this clause 5.
- 5.3 Following a request, Ooredoo or the OLO shall treat the other party in a fair and professional manner and offer the Service.
- 5.4 The Party making the request shall provide the Party receiving the request with a written statement of its requirements at the time of its request, which must include the following information:
- (a) Details of the New Service or change to an existing Service;
  - (b) Other relevant details sufficient to enable the other Party to assess whether a plan can be constructed to meet the request in the timescale sought,
  - (c) Any other information which the other Party would reasonably consider necessary.
- 5.5 The Party receiving the request shall acknowledge receipt not later than 5 (five) Business Days after receipt.
- 5.6 Not later than ten (10) Business Days, unless otherwise agreed by the parties, after receipt of a statement of requirements, the Party receiving the request shall confirm whether the statement of requirements is sufficiently detailed to enable it to provide the requested Service. If not, the Party receiving the request shall request any further clarification it may reasonably require.
- 5.7 Subject to the sufficiency of the statement of requirements, the Party receiving the request shall state in writing whether it is willing to negotiate in good faith in order to enter into negotiations not later than twenty (20) Business Days after the receipt of the statement of requirements unless otherwise agreed by the Parties.
- 5.8 In the event that the Party receiving the request indicates that it is willing to negotiate pursuant to clause 5.7 of this Annex F – Planning, Forecasting and Provisioning, the Parties agree to commence negotiations in good faith on the technical and commercial aspects of the New Transmission Link Service or change to an existing Transmission Link Service within forty (40) Business Days after receipt of the statement of requirements.
- 5.9 If the Parties cannot agree on the technical and commercial terms for the New Service or change to an existing Service (or the Party receiving the request indicates that it is not willing to negotiate to enter into an agreement), a Party may notify the other Party of a Dispute in accordance with clause 23 (Resolution of Disputes) of the Main Body of this RTO.
- 5.10 If the request is for a new regulated Service for which Ooredoo has been declared dominant, the agreed technical, operational and commercial terms shall be incorporated into a revision to this RTO and submitted to CRA for approval. Such terms shall be included in the Agreement as appropriate.
- 5.11 Any withdrawal of a Service shall be notified to CRA for approval and to the other party two (2) Calendar Months in advance of the proposed date of withdrawal.

## Attachment 1 – Transmission Service Order Form

<b>Transmission Service Order Form</b>		
<b>OLO Details</b>		
Order Date:	OLO reference:	
Address:	Contact name:	
	Company position:	
	Phone:	
Billing Address (if different):	Fax:	
	E-mail:	
<b>Service Requested</b>		
	No.	Speed/Bandwidth:
		E-1
		STM-1
		STM-4
		STM-16
		other _____
<b>A-End Location:</b>		<b>B-End Location:</b>
Location:		Location:
GPS coordinates:		GPS coordinates:
<b>Required Delivery Date:</b>		<b>Required SLA (Standard/Premium)</b>
<b>Additional Information:</b>		
<p>Note: This order form will be completed and signed by a duly authorized representative of the OLO.</p> <p>Name:.....Signature:.....</p>		



## Attachment 2 – Transmission Path Forecasting Form

Transmission Path	A-End	B-End
Address		
GPS co-ordinates		
Required SLA		
Capacity/Bandwidth		
Ready for Service Date		

### Attachment 3 – Transmission Service Handover Form

<b>Transmission Service Handover Form</b>	
<b>OLO Details</b>	
Order Date:	OLO reference:
Address:	Contact name:
	Company position:
	Phone:
Billing Address (if different):	Fax:
	E-mail:
Circuit Identification Code	Ready for Service Date:
	Service Handover Date:
A-End Location:	B-End Location:
<input type="checkbox"/> Location:	<input type="checkbox"/> Location:
GPS coordinates:	GPS coordinates:
<b>Additional Information:</b>	
The Transmission Link described above is fully operational and ready for service as of the Ready for Service Date specified above.	
Ooredoo Representative:	
Name:.....Signature:.....	
OLO Representative	
Name:.....Signature:.....	

## Attachment 4 – Transmission Service Order Cancellation Form

<b>Transmission Service Order Cancellation Form</b>	
<b>Other Licensed Operator Details</b>	
Order Date:	OLO reference:
Order Number:	Contact name: Company position: Phone: Fax: E-mail:

Service Requested	
No.	Speed/Bandwidth:
<input type="checkbox"/>	E-1
<input type="checkbox"/>	
<input type="checkbox"/>	STM-1
<input type="checkbox"/>	STM-4
<input type="checkbox"/>	STM-16
<input type="checkbox"/>	other _____

<b>A-End Location:</b>	<b>B-End Location:</b>
<input type="checkbox"/> Location: GPS coordinates:	<input type="checkbox"/> Location: GPS coordinates:
<b>Reason for cancellation:</b>	
Note: This order form will be completed and signed by a duly authorized representative of OLO. Name:.....Signature:.....	

Attachment 5 – Transmission Link Disconnection Form

<b>Transmission Link Disconnection Form</b>	
<b>Contact Person:</b>	
Name:	
Email:	
Phone:	
<b>Circuit Details</b>	
Transmission Circuit ID #	
A-End Location	
B-End Location	
Link bandwidth	
<b>Requested disconnection date:</b>	
(dd.mm.yy): _____	
<b>Reason for disconnection:</b>	

## **Annex G - Operational Procedures**

### **1. Fault Management**

#### **1.1 Principles:**

- (a) Each Party will maintain its own Fault reporting resources that will be responsible for handling the Fault between Networks, coordinating Fault clearance (including escalations) within its own Network and subsequently reporting the clearance of the Fault to the other Party
- (b) Each Party will provide twenty-four (24) hour contact points for Fault reporting will be as set out in the Transmission Link Plan.
- (c) A Party detecting a Fault that may negatively affect one or more Transmission Link(s) will endeavour to inform the other Party's Fault Reporting Contacts immediately (and in any event within fifteen (15) minutes) by the most appropriate means given the circumstances, regardless of the nature and ownership of the Fault and of the Fault reporting procedure outlined below.

#### **1.2 Fault Reporting Procedure:**

- (a) Prior to activating the Fault reporting procedure, the Party reporting the Fault must reasonably ensure that a genuine Fault exists and also that every effort has been made to prove that the Fault is not within the Network of the reporting Party.
- (b) All Faults will be reported using the agreed Fault Report Form as set out in Attachment 1 – Fault Reporting Form and communicated to the Fault Reporting Contact.
- (c) The Fault Report Form will include sufficient information to allow the recipient(s) to identify the Fault (including Circuit Identification Code), carry out diagnostics and progress the Fault to restoration.
- (d) When a Party reports a Fault to the other Party, it will specify the classification of the Fault reported, (i.e., whether it is a Service Affecting Fault or a Non-Service Affecting Fault). It will also exercise its expert judgment and discretion and state an opinion as to whether a Non-Service Affecting Fault will eventually develop into a Service Affecting Fault.
- (e) Once in receipt of the Fault Reporting Form, the receiving Party will endeavour to identify the Fault and respond to the reporting Party and return the Fault Reporting Form with appropriate additions and by meeting the restoration requirements of this annex and those of Annex E - Service Level Agreements, unless other timeframes are mutually agreed to by both Parties.
- (f) The owner of Network with the Fault will assume responsibility for restoration.
- (g) The Parties will cooperate in any investigation and follow-up actions and keep each other informed on the status of the progress of the Fault clearance in a timely manner.
- (h) Once the Fault has been repaired, the Party in receipt of the initial Fault Reporting Form will complete the Fault closure section on the form and return it to the reporting Party.

- (i) The Fault will be considered to have been cleared when the Party that sent the Fault Reporting Form has accepted the Fault closure information contained on the Fault Reporting Form or confirms a successful test within two (2) hours of receipt of Fault Reporting Form or fails to respond to the provision of the Fault closure information on the Fault Reporting Form within four hours.

### 1.3 Fault Escalation:

- (a) Where a Fault persists after the Parties have followed the Fault reporting procedure in clause 1.2 of this Annex G - Operational Procedures, and the Parties agree that progress of the remedy is not satisfactory, the Fault may be escalated according to the Fault escalation timescales and escalation reporting levels set out in clause 1.3(d) below.
- (b) The reporting Party will immediately inform its own first level Fault Escalation Contact at the same time as notifying the Fault Reporting Contact of the other Party for action.
- (c) The Parties will maintain the communication links at the affected site(s) and report on the progress of the restoration work.
- (d) The Parties will use the timescales shown in the table below for the Fault escalation process. The timescales will be used in deciding whether the restoration of a Fault is being progressed satisfactorily. If the escalation time has expired and both Parties are satisfied with the progress of the Fault restoration, no immediate escalation is necessary.

Link Type	Fault Type	Maximum Time before Escalation		
		First Level	Second Level	Third Level
Transmission Link	Service Affecting	Immediate	One (1) hour	Three (3) hours
	Non-service Affecting	Immediate	Twenty-four (24) hours	Forty-eight (48) hours

- (e) All requests for escalation will be made to each Party's Fault Reporting Contact.
- (f) Persistent Faults or issues that cannot be resolved satisfactorily through the normal channels will be escalated to the second level Fault Escalation Contact to expedite the Fault clearance process.
- (g) The Parties will notify their respective and appropriate managers when problems are encountered in the implementation or execution of the Fault escalation procedures.

## 2. Maintenance Process

### 2.1 Network Alteration :

- (a) Both Parties acknowledge that it may be necessary to undertake a change to one Party's Network, which requires a change to be made to the other Party's Network to allow the continuance of Transmission Services as per

the Agreement (**Network Alteration**). Where Ooredoo sends the OLO a Network Alteration request, the OLO shall respond within twenty (20) Business Days with an accurate estimate of the costs it would incur (if any) and the likely implementation time required as a result of the proposed Network Alteration. Following receipt of the estimated cost and time, the Parties shall discuss and agree (with each Party acting reasonably and in a timely manner) the implementation of the proposed Network Alteration provided always that the OLO shall have the right to object to the Network Alteration only where the OLO can demonstrate that the proposed Network Alteration would cause a significant and verifiable negative impact on the quality of service delivered to the Access Seeker's End Users that cannot be rectified by other means.

- (b) In the event such a program is notified in advance to the other Party as of the Effective Date or at least six (6) Calendar Months in advance, the Party conducting the Program shall not be responsible for any costs incurred by the other Party as a result of such a program (**Planned Upgrade Program**).
- (c) Except where the Network Alteration is agreed or in a case in which the alteration is part of a Planned Upgrade Program, Ooredoo shall pay the reasonable costs incurred by the OLO if the alterations cause the OLO to change its Network to allow the continuation of services provided as of the date of the Network Alteration request. In cases in which the Network Alteration is jointly agreed by the Parties as being to the mutual and proportionate benefit to both Parties, where it is required as a result of Force Majeure, as defined in clause 45 of the Main Body, or in which there is a financial benefit accruing to the Access Seeker, it shall be carried out on a shared cost basis in a proportion to be agreed between the Parties, each acting in good faith.
- (d) If the OLO believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any other circumstances, Ooredoo shall be advised within two (2) weeks of receipt of the Network Alteration request. In these circumstances Ooredoo and the OLO shall make all reasonable efforts to resolve the situation, including recourse to the Dispute Resolution Procedure as per clause 23 of the Main Body.

## 2.2 Planned Engineering Work:

- (a) The Parties agree that maintenance, software upgrades or other network management measures may be necessary that may cause temporary disruption to the other Party's Network. Such measures that are not part of a Planned Upgrade Program or constitute a Network Alteration are considered Planned Engineering Work. For any Planned Engineering Work within either Network that will result in an outage or degradation of Services between the Networks, the Party carrying out the engineering work will inform the other in accordance with the procedure detailed in this section.
- (b) The details of the work to be carried out will be recorded and communicated on the Advice of Planned Engineering Work Form as set out in Attachment 2 – Advice of Planned Engineering Work Form. The form will state the date, time and duration of any Planned Engineering Work, the impact on the

conveyance of Traffic between the Networks, any management procedures required, and any contingency measures to be taken by either or both Parties. The schedule and duration of the Planned Engineering Work proposed by the requesting Party will be agreed with the other Party before commencement of such work. Such Planned Engineering Work shall be scheduled in such way that the minimum traffic impairment is caused, e.g. outside normal Business hours.

- (c) The requesting Party, prior to carrying out any Planned Engineering Work, will give reasonable advance notice to the other Party, at least 10 (ten) Business Days.
- (d) The requesting Party will notify the other Party when the work is complete by completing the relevant section of the Advice of Planned Engineering Work Form, which will be transmitted to the other Party without unnecessary delay.

### 2.3 Safety of Persons and Equipment:

- (a) Both Parties will agree to ensure the protection and safety of persons and equipment at all times during the conduct of testing and engineering works activities.
- (b) The use of wrist straps, conducting mats and other safety precautions recommended by the equipment manufacturers shall be strictly followed at all times. Neither Party shall be held responsible for any consequences resulting due to the other Party's negligence in this regard.

## 3. Joint Operational Testing

- 3.1 Either Party may request testing when necessary to monitor network performance and/or address a Fault. Ooredoo and the OLO will each be responsible for testing and monitoring the performance of their own Networks. Testing of the Transmission Links will be kept to a minimum and will be avoided during times when the Network subject to testing is carrying its highest levels of Traffic.
- 3.2 Except under Emergency Conditions, the Party requesting a test will submit the Transmission Link Testing Form as set out in Attachment 3 – Transmission Link Testing Form to the other Party at least five (5) Business Days prior to the requested testing date. The Transmission Link Testing Form shall include the specific date and time on which the requesting Party plans to conduct the testing and the estimated testing duration. The form will also include the reason for testing and the necessary details for the planning of testing, as well as the proposed test schedule. Under Emergency Conditions, the Parties shall conduct any necessary testing immediately and as mutually agreed.
- 3.3 No testing that may adversely affect the operational performance of a Transmission Link may be carried out without the Parties' prior agreement, including any routine tests.
- 3.4 The Party receiving the request will respond in writing within two (2) Business Days of receipt of the Transmission Link Testing Form, stating whether it is able to accommodate the testing on the proposed test dates. If the Party receiving the request is not able to perform the testing on the requested test dates because of technical or



operational difficulties, an alternative schedule will be submitted in response to the initial request and discussed in good faith with the requesting Party.

- 3.5 The requested testing duration is subject to the mutual agreement of the Parties.
- 3.6 The Parties will act in good faith to complete all test items within the agreed testing period.
- 3.7 All test items and test results shall be recorded and signed by both Parties, and a copy of the test results shall be available in the respective site for reference.
- 3.8 Any request for extension to the testing duration beyond the agreed timeframe is subject to mutual agreement by the Parties.
- 3.9 Neither Party will be held responsible for any delay in completing the agreed upon testing unless such delay is directly attributable to one Party's Fault or negligence.

## Attachment 1 – Fault Reporting Form

Transmission Link Fault Reporting Form		
OLO	Fault reference	Docket #
	Time of Report: hh: mm	Date: dd/mm/yyyy
	Report Contact Name:	
	Phone number:	Address:
	Fax number:	
	E-mail Address:	
	Fault Details	
	Service Affected:	
	<input type="checkbox"/> Transmission Link Service Reference:                      Fault Reference:	
	Fault Description/symptoms Fault classification:	
<input type="checkbox"/> Service Affecting (Service degradation or service interruption) <input type="checkbox"/> Non-Service Affecting (No impact on the service).		
Ooredoo	Fault Response (Acknowledgment)	
	Time of Response: hh:mm	Date: dd/mm/yyyy
	Response Contact Name:	E-mail Address:
	Phone number:	Fax number :
	Fault Identified:	Ownership Accepted:
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Diagnosis:	
	Fault classification:	
	<input type="checkbox"/> Service Affecting (Service degradation or service interruption) <input type="checkbox"/> Non-Service Affecting (No impact on the service).	
	Fault Reference:	Target Repair Time: hh-mm on dd/mm/yyyy
OLO	Action taken:	
	Fault Closure	
	Name :	Designation:
	Time of Closure: hh:mm	Date: dd/mm/yyyy
This is to confirm that the Fault referenced above has been repaired/cleared and hereby close the instance		
Comments:		

## Attachment 2 – Advice of Planned Engineering Work Form

Advice of Planned Engineering Work	
Planned Work Details	
Subject: (Short description of the planned work)	
Location: (Location of the planned work)	
Type of planned work:	
Reason for planned work:	
Time Window	
Start Date and Time : <i>dd/mm/yyyy hh/mm</i>	End Date and Time : <i>dd/mm/yyyy hh/mm</i>
Impact on the services :	
<input type="checkbox"/> Service Affecting - Affected Services:	
<input type="checkbox"/> Non-Service Affecting	
Estimated Service Interruption/degradation Duration:	
Starting from : <i>dd/mm/yyyy hh/mm</i>	
Type and Number of Transmission Links affected:	
Effect of planned work:	
Activity initiator	
Name:	Designation:
Email Address:	Company:
	Phone number:
Remarks	

### Attachment 3 – Transmission Link Testing Form

Transmission Link Testing Request Form	
Business Address	Contact Person:
	Name:
	Email:
	Phone:
Testing period:	
From (dd.mm.yy): _____	
To (dd.mm.yy): _____	
(____ Days)	
Testing details:	
Supporting technical information for testing set-up:	
Agreed Schedule for Transmission Link Testing	
From _____ to _____ . (____ Days)	
Note: This form will be completed and signed by a duly authorized representative of the OLO.	
Name:.....Signature:.....	

## Annex H - Price List

The CRA has issued the wholesale charges for the period of 2021-2023 which came into effect on 1<sup>st</sup> June 2021.

Transmission Link Services - SDH		Connection fee	Recurring Charges
		2021, 2022, 2023	2021, 2022, 2023
speed/length		QAR	QAR/month
for E1 (no differentiation for SLAc)			
00-10		3,036	283
11-20		3,036	702
21-30		3,036	1,121
31-40		3,036	1,540
41-50		3,036	1,959
50 and above		3,036	3,425
for E3 (no differentiation for SLAc)			
00-10		3,036	1,394
11-20		3,036	1,813
21-30		3,036	2,231
31-40		3,036	2,650
41-50		3,036	3,069
50 and above		3,036	4,535
for STM1 (no differentiation for SLAc)			
00-10		3,036	4,872
11-20		3,036	5,291
21-30		3,036	5,710
31-40		3,036	6,129
41-50		3,036	6,548
50 and above		3,036	8,014
for STM4 (no differentiation for SLAc)			
00-10		3,036	18,861
11-20		3,036	19,280
21-30		3,036	19,699
31-40		3,036	20,118
41-50		3,036	20,537
50 and above		3,036	22,002
for STM16 (no differentiation for SLAc)			
00-10		3,036	74,816
11-20		3,036	75,235
21-30		3,036	75,654
31-40		3,036	76,073
41-50		3,036	76,492
50 and above		3,036	77,958
Transmission Link Services - Ethernet		Connection fee	Recurring Charges
		2021, 2022, 2023	2021, 2022, 2023
speed		QAR	QAR/month
256 KB		3,036	648
512 KB		3,036	799
1 MB		3,036	950
2 MB		3,036	1,136
4 MB		3,036	1,540
8 MB		3,036	1,937
16 MB		3,036	2,443
24 MB		3,036	2,802
32 MB		3,036	3,089
50 MB		3,036	3,693
100 MB		3,036	6,181
200 MB		3,036	7,064
500 MB		3,036	7,946
1 G		3,036	8,186