

ANNEX B-10
Access to Earth Stations

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1 General

- 1.1 This Sub-Annex sets out the Ooredoo offer for access facilities and services allowing the the Access Seeker to terminate its national transmission links at a satellite earth station (SES) of Ooredoo, and to co-locate equipment at the SES and have transmission capacity connected to transmission capacity on one or more satellite earth stations.
- 1.2 The Services are only available to companies physically directly connected to Ooredoo's network.

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2 Definitions

2.1 See Definitions in Annex A of the Agreement.

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3 Services

- 3.1 The following services are covered by this Annex:
- (a) Access facilitation to satellite earth station and related international satellite earth station capacity, and
 - (b) Co-location at satellite earth station.
- 3.2 The Requesting Party must have entered into a Satellite Transponder Lease Agreement (TLA) or Inmarsat Land Earth Station Operator Agreements (LESOA), or acquired any such licenses as required from time to time to operate Satellite services before Ooredoo will provide access.
- 3.3 The Requesting Party undertakes to comply with the applicable security and monitoring requirements under its license and applicable laws and regulations.

4 Ordering and Delivery

- 4.1 The Service under this Annex will be delivered within no more than 70 Working Days (assuming space is actually available). All normal requests for site access should be provided within 5 Working Days – emergency access shall be provided as soon as possible when equipment needs immediate maintenance attention. Cable pulling between lead-in and colocation space shall take no more than 70 Working Days. This delivery date is subject to the Requesting Party having fully cooperated with Ooredoo and that there will be no delays caused by factors outside Ooredoo's control such as, for example, due to the delay arising from the involvement of governmental entities.
- 4.2 Generic ordering and delivery is handled according to main body of the Agreement.

5 Access Facilitation Services

5.1 DEMAND FOR ACCESS TO REFERENCE CAPACITY

- 5.1.1 On execution of the Agreement, Ooredoo shall initiate the provisioning of the Access Facilitation for the Access Seeker. However, the same shall be subject to receipt of Charges from the Access Seeker for the same, either within 5 days of execution of the Agreement, or the Access Seeker having in place a bank guarantee that adequately covers the costs of the work and services ordered, in which case the payment terms set out in Section 10 of the Main Agreement shall apply.
- 5.1.2 In event the Access Seeker requires Backhaul Circuit facility from OOREDOO, it shall within ten days of execution of the Agreement, approach OOREDOO for the same, to enable parties to agree on terms and conditions, including but not limited to testing procedures, for conducting necessary tests so that the backhaul circuit remains in a state of readiness for interconnection before the tests for Reference Capacity provisioning are carried out.
- 5.1.3 In the event the Access Seeker takes Backhaul Circuit from a service provider who has been granted license to provide basic service or cellular mobile telephone service or national long distance service, or international long distance service, OOREDOO shall facilitate the interconnection between the [THE ACCESS SEEKER]'s Capacity and the said service provider's Co-location equipment for provisioning of backhaul circuit.

5.2 TESTING AND COMMISSIONING OF REFERENCE CAPACITY

- 5.2.1 OOREDOO upon successful testing of the backhaul circuit shall take all necessary steps including testing of links, to interconnect the Reference Capacity to the Backhaul Circuit or equipment of the service providers colocated at the satellite earth station or at a Virtual Co-location.
- 5.2.2 In the event that the Reference Capacity has to be provisioned from the Satellite earth station to another location or any other satellite earth station, OOREDOO and the Access Seeker shall conduct necessary tests, as per the testing procedure within ten days or as may be mutually agreed.

5.2.3 OOREDOO shall allow the Access Seeker to provide Grooming Services at the satellite earth station.

5.3 CAPACITY UP-GRADATION In case the capacity up-gradation is required to be provided for Access Facilitation to international satellite capacity at satellite earth station, OOREDOO, on receipt of request for such up-gradation and payment of charges for such up-gradation from the [THE ACCESS SEEKER], shall make reasonable endeavors for the up-gradation as per mutually agreed terms and conditions including time frame for such up-gradation.

5.4 PERIODIC MAINTENANCE

5.4.1 OOREDOO shall after giving 3 days notice to the [THE ACCESS SEEKER], conduct periodic maintenance on its equipment located in the satellite earth station.

5.4.2 OOREDOO shall also undertake emergency maintenance of its equipment located in the satellite earth station, without any notice to [THE ACCESS SEEKER].

5.4.3 Notwithstanding anything to the contrary, suspension of any service under this agreement should be subject to the suspending party informing the TRA prior to suspension of the service and obtaining its prior approval. In the event that the suspension is due to reasons that adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, or is liable to cause, harm or damage to the other Party's business, the suspending party may suspend, to the extent necessary, such of its services hereunder, and for such period as it may consider reasonable to ensure the normal operation of its network or to reduce the threat to safety and (or) until such situation, of which the suspension is based on, is resolved. In such an event and where it is not reasonably practicable to obtain the prior approval of the TRA at the time of suspending such service, notice shall be served immediately of the event and the reasons to the other party and a copy of the same shall be sent to the TRA explaining the reasons and why prior approval was not possible. Where the suspension of the service is for maintenance reasons, advance notice shall be served on the Access Seeker as soon as the maintenance is scheduled. For the avoidance of doubt, scheduled temporary suspensions of service for maintenance reasons shall not require TRA prior approval but shall be notified to the Access Seeker and to the TRA for consumer information purposes.

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6 Co-Location Services

6.1 PURPOSE

- 6.1.1 The Co-location space shall be used by the Access Seeker for the purpose of accessing satellite earth capacity in the satellite earth station.
- 6.1.2 The equipment of the Access Seeker installed at the Co-location space may be used for:
 - (a) to interconnect to the satellite earth station for provisioning of Backhaul Circuit;
 - (b) extending the Reference Capacity to the Point of Presence or premises of [THE ACCESS SEEKER].

6.2 ALLOCATION OF ALTERNATIVE CO-LOCATION SPACE

- 6.2.1 In case OOREDOO is unable to offer, due to space limitations or any other valid reason, the physical Co-location requested for by the [THE ACCESS SEEKER], the Access Seeker shall arrange to procure virtual co location & OOREDOO shall take reasonable measures to cooperate in [THE ACCESS SEEKER]'s endeavors in respect of the same to enable such the Access Seeker to have Access Facilitation: Provided that in case OOREDOO is unable to offer Co-location space and the Access Seeker fails to arrange a Virtual Co-location site, then the Access Seeker shall arrange to procure an alternate site other than the Virtual Co-location and OOREDOO shall take reasonable measures to cooperate in [THE ACCESS SEEKER]'s endeavors.
- 6.2.2 The charges relating to alternate site and/or Virtual Co-location and for interconnecting link to the satellite earth station shall be exclusively borne by the [THE ACCESS SEEKER].
- 6.2.3 In case an the Access Seeker is offered, a Virtual Co-location facility by OOREDOO, in that case OOREDOO shall make available required elements including duct within the building for the purpose of running an interconnection within the satellite earth station for which the charges shall be payable and borne exclusively by [THE ACCESS SEEKER].

6.2.4 the Access Seeker shall arrange the telecommunication link from Virtual Co-location Site to satellite earth station, cost of which shall be borne exclusively by such [THE ACCESS SEEKER].

6.3 ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT

6.3.1 If the Access Seeker intends to replace, modify or re arrange any of its Co-location equipments in the Co-location space or install additional Co-location equipment in the Co-location space, it shall submit a request in writing to OOREDOO for such modification, rearrangement or additional Co-location equipment or replacement, as the case may be and OOREDOO shall intimate, within ten days of receipt of such request, its decision for such replacement, modification or re-arrangement.

6.3.2 the Access Seeker shall, upon receipt of acceptance from OOREDOO for such request, modify, rearrange or replace, as the case may be, any of its Co-location equipments in the Co-location space or install additional Colocation equipment in the Co-location space after making payment of all charges and fulfillment of other requirements.

6.4 INSTALLATION OF CO-LOCATION EQUIPMENT BY the Access Seeker The [THE ACCESS SEEKER], shall install its Co-location equipment in the Co-location space as may be mutually agreed upon between it and OOREDOO, in accordance with the Co- location equipment installation and maintenance procedures/ guidelines to be developed by the parties.

6.5 AUTHORIZATION FOR PHYSICAL ACCESS FOR CO-LOCATION SPACE AT SATELLITE EARTH STATION. the Access Seeker shall communicate, the names of its personnel to OOREDOO who shall allow them access to the Co-location space and issue the authorization for physical access.

6.6 PROHIBITION TO SUB-LEASE THE CO-LOCATION SPACE the Access Seeker shall not assign this RIO in respect of or sub-let the Co-location space at the satellite earth station and Co-location site.

6.7 NO OBLIGATION OF OOREDOO TO PLACE CO-LOCATION EQUIPMENT OF the Access Seeker ADJACENT TO EACH OTHER Ooredoo shall endeavor to accommodate any reasonable request by the the Access Seeker for adjacent placement of its Co-location equipment adjacent to each other but such request shall not confer any right upon the Access Seeker for adjacent placement of its Co-location equipment and the Co-location space allocated and the actual

placement of the Co-location equipment as determined by Ooredoo shall be final.



7 Fault management

- 7.1 Fault management is handled according to the sections in the main body of this Agreement.



8 Charges

Charges are outlined in Annex F – Pricing.



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Network Operations and Maintenance

- 9.1 Network alteration and data management amendment
- 9.1.1 In order to ensure the timely implementation of Network Alterations, requests for Network Alterations shall be provided by the Party requesting the alteration at least one (1) calendar month in advance of the requested implementation date.
- 9.1.2 The requested Party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within two (2) weeks of receipt of a Network Alteration request.
- 9.1.3 In the event that any Network Alteration causes the requested Party to incur costs then, unless it is otherwise agreed between the Parties, such costs shall be borne in full by the Party requesting the Network Alteration.
- 9.1.4 Network Alterations shall be carried out within the timescales laid down in this Section 9. If the requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the requesting Party shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body of the Agreement.
- 9.1.5 In order to ensure the timely implementation of Data Management Amendments, notice of Data Management Amendments shall be provided by the Party requesting the amendment at least two [2] calendar months in advance of the requested implementation date.
- 9.1.6 Data Management Amendments shall be carried out within the time-scales laid down in this Section. If a requested Party believes that it is not in a position to proceed with the requested Data Management Amendment, either within the timescales requested or in any circumstances, the requesting Party shall be advised within two [2] Weeks of receipt of the request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body of the Agreement.