

[Non-confidential version]

**Reference Offer to access to Ooredoo Qatar Data
Centers for connecting customers**

Approved by the CRA on 1 October 2024

Version # 3
26 September 2024

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Agreement for the Access to Ooredoo Qatar Data Centers entered into on the,
between:

Service Provider ABC incorporated and registered in the State of Qatar with company number xxxx
whose registered office is at ... Doha, Zone ..., street ..., Building ..., ... floor, PO Box, Doha, State of
Qatar (“OLO”),

and

OOREDOO Q.P.S.C, a company duly incorporated in the State of Qatar by law No. 21 for the year 1998
whose registered office is at 100 West Bay Center, Ooredoo Tower, P.O. Box 217, Doha, State of Qatar
(“Ooredoo”).

Access to Ooredoo Qatar Data Centers

This Reference Offer is carrier neutral, promotes open access and enables Qualified Licensees (ref.
clause 2.1 below) choosing the Data Centers of their choice.

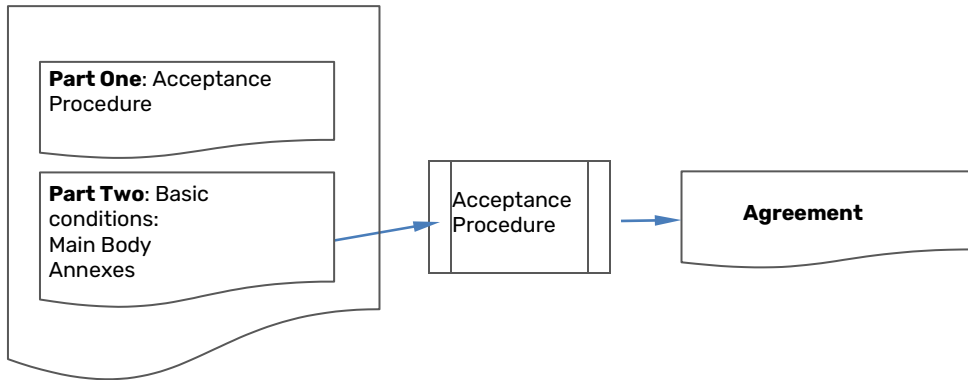
This Reference Offer:

- Shall address the request of the Qualified Licensees in its entirety and shall not link access to additional services provided by Ooredoo that are not expressly required by the Qualified Licensees.
- Shall not introduce any discrimination between the services offered to Ooredoo’s retail activities and the Qualified Licensees’ services.
- Shall offer to the Qualified Licensees the same range of technologies used for Ooredoo’s retail activities.

This Reference Offer 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.

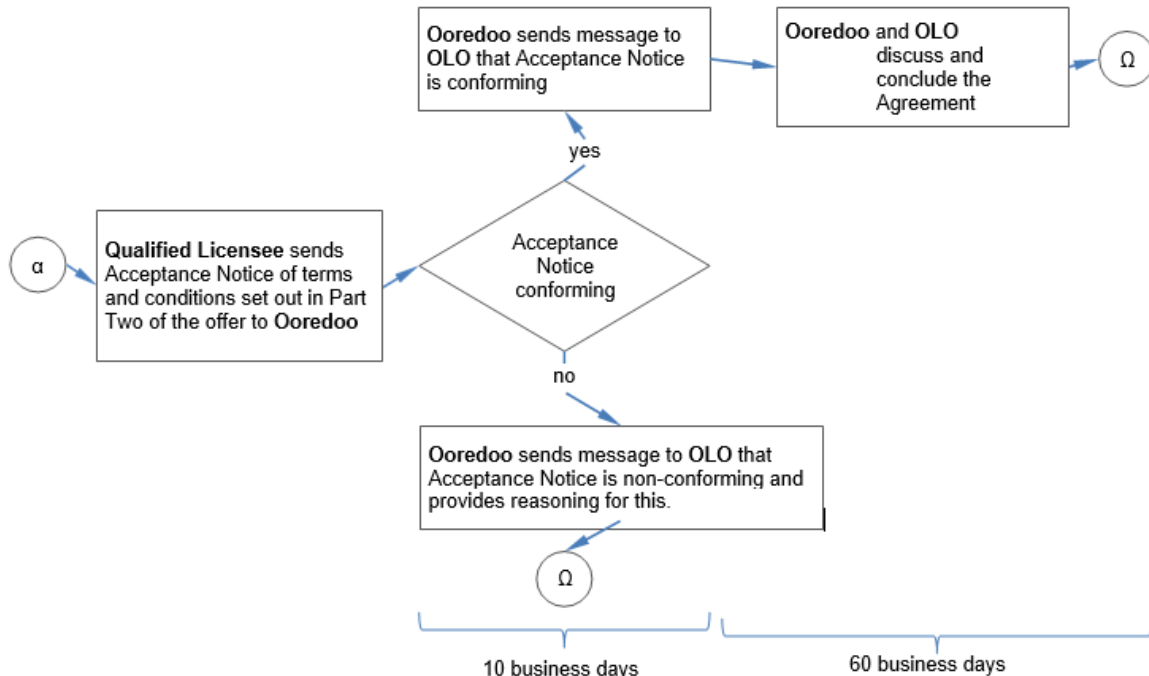
The structure of the offer and how, after the Acceptance Procedure, the Agreement is reached is shown in the indicative chart below:



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 Reference Offer, including the representations and warranties contained in clause 44.

2.3 The OLO shall submit the Acceptance Notice in writing to:

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

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

2.4.1 The Services the OLO wishes to receive,

- 2.4.2 The type of telecommunications service license held by and the specific telecommunications services provided by the OLO, and
- 2.4.3 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 Reference Offer 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 offer can be negotiated but are subject to approval by CRA. In case there is no agreement between Ooredoo and the OLO within the stated timeframes, the case shall be referred to CRA who will rule on behalf of the parties in accordance with Article 61 of the Telecommunications Law and with Article 47 of the Executive By-Law.
- 2.7 For the purposes of this Reference Offer, an Agreement entered into on terms and conditions consistent with those set out in Part Two of this Reference Offer shall be referred to as an Agreement.
- 2.8 If the OLO requests products outside the Relevant Markets for which Ooredoo is declared dominant, the terms and conditions for the provision of such services can be separately negotiated by the Parties and can remain outside the scope of the Agreement.

3. Assessment of Acceptance Notice

- 3.1 Ooredoo may find an Acceptance Notice to be non-conforming if:
- 3.1.1 The OLO is not a Qualified Licensee, or

- 3.1.2 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
- 3.2 If Ooredoo finds an Acceptance Notice to be non-conforming under this clause 3 it will:
 - 3.2.1 Notify the OLO in writing within ten (10) Business Days of receipt of the Acceptance Notice, providing reasons for rejection to the OLO with the notice in this paragraph 3.2(a), and
 - 3.2.2 Not be required to enter into an Agreement pursuant to the Acceptance Notice. The OLO may submit a revised Acceptance Notice.
- 3.3 If Ooredoo notifies the OLO that the Acceptance Notice is conforming, the parties will commence discussions aimed at concluding the Agreement in accordance with clause 2.5.

4. Representations and Warranties

- 4.1 By submitting an Acceptance Notice, the OLO represents and warrants that:
 - 4.1.1 It has power to enter into and observe its obligations under an Agreement,
 - 4.1.2 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,
 - 4.1.3 Its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms, and
 - 4.1.4 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:
 - 4.2.1 It has power to enter into and observe its obligations under an Agreement,
 - 4.2.2 It has in full force and effect the authorizations necessary to enter into an Agreement, observe the obligations under it and allow it to be enforced, and
 - 4.2.3 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:

5.1.1 may amend this Reference Offer from time to time with the approval of CRA, or

5.1.2 must amend the Reference Offer if directed by the CRA to do so in accordance with the Applicable Regulatory Framework.

5.2 CRA may give the OLO and other industry stakeholders the opportunity to make representations before giving its approval or instruction to Ooredoo. For the avoidance of doubt, Ooredoo will continue to provide services to the OLO during such period.

5.3 Without prejudice to an OLO's right to dispute a change to the Reference Offer, where an Agreement is based on an Reference Offer, an amendment to an Reference Offer will be deemed to alter the relevant terms and conditions of that Agreement. However, if the OLO or Ooredoo disputes the change to the Reference Offer that are directed by the CRA, no amendments to the Agreement will be deemed to occur unless and until such dispute is resolved.

Part Two: Basic Conditions

6. Definitions and Interpretation

6.1 In the Agreement, the following words will have the following meanings:

"Acceptance notice"	is the written acceptance of the OLO regarding the terms and conditions set out in this Agreement.
"Agreement"	means this Agreement, including the Schedules and the Appendices, as may be varied by the Parties from time to time.
"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.
"Billing Period"	means three (3) Calendar Months.

"Business Day"	means a day other than a Friday or Saturday, on which banks are ordinarily open for business in Qatar not including the day of the act, event, or default from which a designated period of time begins to run, but including the last day of the period unless it is a Friday or Saturday, or a day in which banks are ordinarily closed for business in Qatar.
"Calendar Day"	means each day of the calendar, not including the day of the act, event, or default from which a designated period of time begins to run, but including the last day of the period unless it is a Friday or Saturday, or a day in which banks are ordinarily closed for business in Qatar.
"Calendar Month"	means a period beginning at the start of any day of one of the 12 months of the year and ending (a) at the end of the day before the corresponding day of the next named month. or (b) if there is no corresponding day – at the end of the last day of next named month.
"Change"	means any change to this Agreement.
"CRA"	means the Communications Regulatory Authority.
"Effective Date"	has the meaning given to that term in clause 11.1.
"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.
"Cross-connect"	The connection between the customer's rack and the OLO's rack at any of the QQDCs where the OLO is hosted within the same compound (for the avoidance of doubt, this will include cross-connect between the OLO's rack in

	QDC3 and customer rack in QDC2), subject to feasibility at the same terms.
"Force Majeure"	means any circumstance or event beyond the reasonable control of the Party affected thereby including but not limited to acts of God, war or military operations, insurrection or civil disorder, national or local emergency, acts of foreign enemies, requisition or embargo, riots or commotion, fire, lightning, explosion, flood, earthquake, 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 reasonable control.
"Hosting"	provision of a space required to host the OLO's rack at the QQDC Remote Local Unit ("RLU") building located at QQDCs' complexes.
"Ooredoo Qatar Data Center" (QQDC)	Data Center premises owned and operated by Ooredoo Qatar.
"Remote Local Unit ("RLU" or Meet Me Room)	The enclosed space aimed at housing telecommunications' equipment, cable terminations and cross-connect cabling located at the QQDCs complexes.
"Regulatory Event"	Means the occurrence of, one or more of the following events: <ul style="list-style-type: none"> • a government agency (including the CRA). • implements any law, regulation or policy (including through any officially recorded change in the way such a law, regulation or policy is interpreted) that materially affects the ability of either Party to exercise its rights or discharge its obligations under this Agreement or prevents the continued operation of this Agreement.

	<ul style="list-style-type: none"> • issues an order, direction, decision or notification that a Party is required to do anything that materially affects the ability of either Party to exercise its rights or to discharge its obligations under this Agreement (including an order, direction, decision or notification to terminate or suspend this Agreement), or • otherwise undertakes any activity that materially affects the ability of either Party to exercise its rights or to discharge its obligations under this Agreement. • a court of competent jurisdiction in Qatar orders a Party to do anything that materially affects or might materially affect the ability of either Party to exercise its rights or to discharge its obligations under this Agreement, including an order for that Party to terminate or suspend this Agreement. • a change to the public telecommunications networks and service license (or a change in the way such a license is interpreted) of either Party that materially affects the ability of that Party to exercise its rights or discharge its rights under this Agreement, or • a change occurs to any law, policy or regulation (including a change in the interpretation of such law, policy or regulation) that materially affects any matter or thing which is the subject of this Agreement to the extent it affects the continued operation of the Agreement from the operations, economic and technical feasibility standpoints.
"Term"	means the Initial Term of the present Agreement.
"Term of the Agreement"	has the meaning given to that term in clause 11.2.

- 6.2 Reference to words importing the singular only also includes the plural and vice versa where the context requires.
- 6.3 The headings in this Agreement are for reference only and will not be taken into account in the construction or interpretation of this Agreement.

- 6.4 Unless otherwise stated, references in this Agreement to clauses, Schedules and Appendices are references to the clauses of, and Schedules and Appendices to, this Agreement.
- 6.5 If there is any conflict or inconsistency between these terms and conditions and the provisions of any of the Schedules and Appendices, then these terms and conditions will prevail to the extent necessary to resolve such conflict or inconsistency.
- 6.6 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.
- 6.7 The words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation.
- 6.8 A reference to a Party includes its successors and permitted assigns.
- 6.9 When the day on which something must be done is not a Business Day, that activity must be performed on the following Business Day.
- 6.10 No rule of construction applies to the disadvantage of Ooredoo because Ooredoo was responsible for the preparation of this Agreement or any part of it.

7. Non-Discrimination

- 7.1 Ooredoo shall treat the OLO and all requests that the OLO makes in a fair, reasonable and non-discriminatory manner.
- 7.2 Subject to any reasonable technical limitations, Ooredoo will provide the OLO with the same terms and conditions, as Ooredoo provides for itself, or its affiliates and subsidiaries. Ooredoo shall not extend to itself any undue preference. For avoidance of doubt, Ooredoo shall not discriminate against the OLO and shall provide:
- 7.2.1 a technical and operational quality level equivalent to the quality Ooredoo provides itself and to its affiliates,
- 7.2.2 access rules of a technical and operational nature equivalent to that which it accords itself,
- 7.2.3 an economic treatment equivalent to the internal transfer charges or prices Ooredoo provides itself and to its affiliates.

8. Scope of Agreement: Access to the Ooredoo Qatar Data Centers (AOQDC)

8.1 Scope of the present agreement is the provision of Access to Ooredoo Qatar Data Centers (“AOQDC”) for connecting customers to OLO services as specified in Schedule 1.

8.2 The AOQDC service is available to the OLO, the latter being an operator duly licensed to provide telecommunications services in Qatar.

8.3 The AOQDC service (also referred to collectively as the “Service”) is comprised of:

8.3.1 Hosting and

8.3.2 Cross-connect.

together with the ancillary services related to access and facility services set out in Schedule 1.

8.4 The AOQDC service does not include the national transmission services and the data center interconnect to connect different OQDCs. These services may however be offered by Ooredoo upon request, on commercial basis, subject to different agreements to be specifically signed by the parties.

8.5 The OLO undertakes to ensure that all its equipment comply with the specifications under any type approval requirement mandated by the Communications Regulatory Authority and that its activities comply with all the laws and regulations of the State of Qatar as well as with the instructions of the Regulators and of any other law enforcement and or/ public authority.

8.6 Any activities aimed at ensuring such a compliance by both Parties is not to be considered as covered by this agreement and may be subject of a different agreement to be specifically signed between the parties.

9. Hosting service

9.1 Ooredoo shall provide the Hosting service located at the OQDCs complexes as defined in Schedule 1.

9.2 Ooredoo shall provide the OLO with access to the RLU Building to allow the OLO’s personnel to perform its obligations under this service. OLO’s access must be escorted access as defined in the Schedules.

- 9.3 OLO's personnel must adhere to Ooredoo's reasonable written security and site regulations relating to the AOQDC.
- 9.4 The OLO understands and agrees that Third Parties such as the emergency services and law enforcement agencies may have a legal right of entry to the RLU and the surrounding area at any time.

10. Cross-connect service

- 10.1 Ooredoo shall provide the cross-connect service between the customer's rack and the OLO's rack – as defined in Schedule 1.

11. Term and Renewal

- 11.1 This Agreement shall come into full force and effect as of the date of execution by the Parties (the Effective Date).
- 11.2 The Initial Term of this Agreement is sixty (60) months from the Effective Date of this Agreement unless terminated earlier in accordance with this Agreement.
- 11.3 Following the expiry of the Initial Term, this Agreement will continue in full force and effect for an additional 60 months, unless:
- 11.3.1 either party notifies the other, no later than 6 months before the commencement of any Extended Term, that it does not wish to renew this agreement for that Extended Term, or
- 11.3.2 this Agreement is terminated by either party in accordance with this Agreement.
- 11.4 Upon request of the OLO which can be submitted no earlier than thirty six (36) months from the Effective Date of this Agreement, Ooredoo must begin the review of the charges included in Schedule 4 of this Agreement. The agreed charges will be implemented in a new agreement following the expiration of this Agreement. The CRA will be informed of such review and notified of the charges.

12. Billing, invoicing and payment

- 12.1 Ooredoo will start billing the OLO once the AOQDC service has been accepted by the latter according to the provisions of Schedule 4.
- 12.2 Ooredoo shall, within twenty (20) Business Days after the end of the relevant Billing Period, issue an invoice to the OLO setting out:
- 12.2.1 the amount payable (in Qatari Riyals),

- 12.2.2 the invoice number,
 - 12.2.3 Ooredoo's name and address,
 - 12.2.4 the due date for payment, and
 - 12.2.5 sufficient information to enable the OLO to verify the amount of the Charges specified in the invoice.
- 12.3 Rental charges shall be invoiced in advance of each month while non-recurring charges related to the provisioning of the AOQDC service(s) shall be invoiced in arrears.
- 12.4 The OLO must pay to Ooredoo the Charges specified in each invoice and determined in accordance with Schedule 4 within thirty (30) Calendar Days of receipt of each invoice (Due Date) without any set-off, counterclaim, deduction or withholding.
- 12.5 Both the parties should respect the local tax laws. Currently, there is no withholding tax or any other deductions to be made from, the payments to locally registered suppliers. However, if any deduction or withholding will be required in future then the payer should withhold the tax from the payment and deposit it into the government treasury and provide proper evidence to the other party to claim the same as well.
- 12.6 All Charges are inclusive of all duties, levies or similar charges excluding VAT or similar tax, if applicable. VAT amount (if any) shall be payable upon receipt of a valid VAT invoice issued in accordance with the respective VAT law.
- 12.7 If Ooredoo has omitted or miscalculated the Charges in an invoice, it will include or amend those Charges in a later invoice, providing a detailed written explanation of the omitted or miscalculated Charges.
- 12.8 If the OLO makes an overpayment, it must notify Ooredoo within thirty (30) Business Days of the date of the overpayment with sufficient details for Ooredoo to identify the overpayment. If Ooredoo verifies the overpayment, it will, at its option, either credit the overpaid amount against the next invoice issued by Ooredoo or return the overpaid amount.
- 12.9 If the OLO fails to pay an invoice (or part of it) by the Due Date, Ooredoo may charge that Party a late payment charge of QAR1,000.00 for each Calendar Day from the Due Date until the date of actual payment (Late Payment Charge). The parties agree

that the Late Payment Charge is a reasonable and genuine pre-estimate of Ooredoo's costs in recovering the invoice and the lost value of receiving that payment in a timely manner. Ooredoo may don't sell additional services and/or connect additional customers in case of failure of the OLO to pay the invoices.

13. Suspension and termination

13.1 Subject to clause 13.3, if One Party's Network seriously and adversely affects the normal operation of the Other Party's Network is reasonably believed to pose a threat to Network security or is a threat to any person's safety, the affected Party shall immediately inform the affecting Party. The affecting Party shall take immediate action to resolve the problem. In the event that normal operation of the Network is not restored or removal of the threat to Network security or of threat to any person's safety is not reached in a reasonable period of time or if the matter is extreme, the affected Party may suspend, but only to the extent necessary, such of its obligations under an agreement based on this Agreement, and for such period as it may consider reasonable to ensure the normal operation of its Network or to remove the threat to Network security or safety. Such suspension shall be immediately notified in writing to both the other Party and 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.

13.2 In addition to clause 13.1 and subject to clause 13.3, a Party (Suspending Party) may also suspend the supply of the Service (as the case may be) by providing written notice to the OLO, copied to CRA, if:

13.2.1 The other Party has committed a Service affecting material breach of this Agreement, the Suspending Party has given a five (5) Business Days' time limit (or shorter in case of emergency) by serving a written notice of such breach to the other Party, copied to 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,

13.2.2 The other Party has committed a non-Service affecting material breach of this Agreement (including but not limited to failure to pay any sum, whether in respect of any one or more 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,

13.2.3 If, in the Suspending Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used the 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,

13.2.4 Compliance with legal or regulatory obligations requires this action immediately,

13.2.5 Continued operation of this Agreement or the Service (as the case may be) would be unlawful or would pose an imminent threat to life or property, or

13.2.6 Any material information provided, or representation made by the OLO to Ooredoo is untrue, false, misleading or inaccurate and has an adverse material impact on Ooredoo in relation to its supply of Services.

13.3 Ooredoo must only suspend an Agreement under this Agreement or the supply of a Service (as the case may be):

13.3.1 After first giving advance notice to the OLO of its intention to seek the written approval of CRA to suspend the Agreement or Services,

13.3.2 After then obtaining written approval from CRA within five (5) Business Days of notifying the CRA. Approval will be deemed to have been granted if no response is obtained from the CRA within five (5) Business Days, and

13.3.3 Only to the extent necessary to address the relevant cause of the suspension.

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

13.5 If the Agreement under this Agreement is suspended by Ooredoo under this clause 13 for more than forty (40) Business Days, Ooredoo may terminate the Agreement with immediate effect by giving the OLO written notice, copied to CRA.

13.6 Upon suspension of Services:

13.6.1 The supply of the suspended Service will cease,

- 13.6.2 The provision of other Services not covered by the suspension will continue and not be affected in accordance with clause 13.3,
- 13.6.3 The Agreement will otherwise remain in full force and effect,
- 13.6.4 The OLO must continue to pay any Charges in respect of the suspended Service for the duration of the suspension of that Service, together with any other Charges for other Services that are not subject to suspension.
- 13.7 For the avoidance of doubt, the term of an Agreement under this Agreement will not be affected by any suspension of a Service or an Agreement (as the case may be).
- 13.8 Ooredoo will not be liable to the OLO for any loss or damage (including any Consequential Loss) that the OLO may have suffered as a result of a valid suspension of a Service or an Agreement (as the case may be).
- 13.9 If a Party (Defaulting Party) is in material breach of an Agreement under this Agreement (including failure to pay an undisputed sum due hereunder), the Other Party (Affected Party) may serve a written notice to the Defaulting Party (Breach Notice), copied to CRA, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy including potential suspension or termination of an Agreement. The Affected Party shall in its copy of the Breach Notice to CRA request CRA's approval to allow the Affected Party to terminate the Agreement or a Service in the event that the Defaulting Party does not remedy the breach in accordance with an Agreement under this Agreement.
- 13.10 Notwithstanding the provisions of clause 13.2 of this Agreement, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice, or if there is no reasonable possibility of remedy, the Affected Party may, until such breach is remedied, undertake the actions stated in the Breach Notice, including suspending performance of its obligations under an Agreement under this Agreement in accordance with clause 13.3, as may be reasonable under the circumstances.
- 13.11 The Affected Party may terminate an Agreement under this Agreement or the relevant Services under it, as the case may be, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice.

13.12 Either Party may terminate this Agreement by written notice forthwith to the other Party if any one of the following occurs:

13.12.1 A Party formally commences bankruptcy proceedings,

13.12.2 Bankruptcy proceedings are formally commenced against a Party,

13.12.3 A Party ceases to carry on business.

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

13.14 The OLO may terminate the Service at any time for convenience by giving not less than 60 business days' written notice to Ooredoo provided that:

13.14.1 If the OLO terminates the Service less than six (6) months after the Recurring Charges payable for using that Service first accrue in accordance with clause 12.1, the OLO shall pay Ooredoo an amount equal to the difference between: (i) the Recurring Charges that would have been payable to Ooredoo had OLO continued to use that Service for a six (6) months period after the Recurring Charges payable for using that Service first accrue in accordance with clause 12.1, and (ii) the total Recurring Charges paid by OLO to Ooredoo in respect of that Service at the date of termination of that Service (Termination Compensation), and

13.14.2 The OLO shall not be required to pay Termination Compensation pursuant to this clause 13.14 if it terminates the Service as a result of a breach by Ooredoo of any of its obligations under this Agreement.

13.15 Upon termination or expiry of this Agreement:

13.15.1 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,

13.15.2 The supply of the Service will cease,

13.15.3 All rights and benefits conferred on a Party under this Agreement or in respect of the terminated or expired Service (as the case may be) will immediately terminate,

- 13.15.4 Each Party must for a period of two (2) calendar years after termination or expiration, immediately comply with any written notice from the other Party to deliver, destroy, or erase any Confidential Information belonging to that other Party in relation to this Agreement or in respect of the terminated or expired Service (as the case may be).
- 13.16 Upon termination or expiry of an Agreement, each Party shall take such steps and provide such facilities as are necessary to allow the other Party to recover any equipment that it may have installed or supplied in connection with this Agreement. Each Party shall use reasonable endeavors to recover the equipment that it supplied. If the Party owning such equipment fails to recover it within thirty (30) Business Days of termination or expiry of an Agreement, the other Party may remove that equipment and is entitled to compensation to recover the reasonable costs associated with its removal and storage. If the parties consider it impractical to remove any equipment, including fiber cables, the parties may agree alternative arrangements, including but not limited to reasonable transfer of ownership of the equipment.
- 13.17 If within thirty (30) Business Days after termination or expiry of this Agreement, either Party is unable to recover any or all of its equipment because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situated) without reasonable cause, the injured Party may demand reasonable compensation which shall be paid by the other Party within thirty (30) Business Days of the date of receipt of the written demand in respect of such compensation.
- 13.18 The Party that terminates this Agreement (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).
- 13.19 Termination of this 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.
- 13.20 Following termination of the Service, the OLO shall remove all equipment from the RLU within a period of ten (30) Business Days from the effective date of termination.

If it fails to do so, Ooredoo reserves its right to switch off or dismantle the OLO's equipment and charge OLO for any related direct and indirect cost incurred due to this activity. The OLO indemnifies Ooredoo from any direct and indirect losses arising from such activity.

14. Warranties

14.1 Each party warrants and represents to the other party that, on the Effective Date and throughout the Term:

14.1.1 it is a corporation duly incorporated, validly existing and is in good standing under the laws of the State in which it is incorporated,

14.1.2 it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations under it, and the execution of this Agreement and the transactions contemplated in it have been duly authorized by all necessary corporate actions on its part,

14.1.3 this Agreement constitutes a legal, valid, and binding obligation of that Party, enforceable against it in accordance with its terms,

14.1.4 this Agreement does not violate any law, regulation or government order or decree,

14.1.5 it has the know-how, capacity and expertise to perform its obligations under this Agreement, and

14.1.6 it will exercise the reasonable skill and care of a competent telecommunications operator in the performance of its obligations under this Agreement.

14.2 Ooredoo warrant that it shall use reasonable care to protect any equipment of the OLO located at OQDC from loss, damage or destruction.

14.3 Ooredoo warrant to provide a reasonable level of security at OQDC where the OLO's Equipment is located which in no event shall be less than the same level of physical security as Ooredoo provide for its own Equipment at OQDC.

15. Limitation of Liability

15.1 To the extent permitted by law, neither Party is liable to the other Party except as provided in this clause 15.

- 15.2 Each Party shall exercise the reasonable skill and care of a competent telecommunications operator in the performance of their obligations under an Agreement.
- 15.3 Notwithstanding anything else in this clause 15, 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.
- 15.4 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, which are not expressly stated in this Agreement, are excluded.
- 15.5 Notwithstanding anything to the contrary in this Agreement, neither Party excludes or limits liability for:
- 15.5.1 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,
- 15.5.2 Any fraudulent mis-statement or fraudulent misrepresentation made by it in connection with this Agreement, or
- 15.5.3 Any other liability that cannot be excluded by law.
- 15.6 Subject to clause 15.5, the maximum aggregate liability of each Party to the other Party for all damages, losses and expenses arising under or in connection with this Agreement, whether that liability arises in contract (including under an indemnity), tort (including negligence or breach of statutory duty), under statute or otherwise, shall be limited to one hundred percent (100%) of the total Agreement value.
- 15.7 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 15.6.
- 15.8 A Party's liability to the other Party arising from or in connection with this Agreement (including liability for negligence or breach of statutory duty) is reduced proportionally to the extent that:

- 15.8.1 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
- 15.8.2 A Party's liability is caused, or contributed to, by the other Party.
- 15.9 Neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, this Agreement to the extent that the other Party has or has sought to claim or recover that same loss or damage pursuant to another agreement between the Parties in respect of the supply of telecommunications services.
- 15.10 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.
- 15.11 To the extent that this Agreement contains a Service Credit (or similar rebate or remedy) in relation to the performance by a Party (Liable Party) of an obligation in relation to a Service Level (or similar obligation) and the other Party seeks to obtain the benefit of that Service Credit (or similar rebate or remedy), that Service Credit (or similar rebate or remedy) shall be the sole and exclusively liability of the Liable Party to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party against the Liable Party in connection with the performance of that obligation.

16. Service levels

Ooredoo will comply with the Service Levels as stated in the Schedules and Appendices.

17. Amendment

This Agreement may be modified only by a written amendment signed by both Parties.

18. Force Majeure

- 18.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under this Agreement to the extent that performance of such obligation is prevented by a Force Majeure Event.
- 18.2 The Party initially affected by a Force Majeure Event 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 this Agreement and of the estimated extent and duration of its inability to perform or delay in performing its obligations (Force Majeure Event Notification).

- 18.3 Upon cessation of the Service effects of the Force Majeure Event, the Party initially affected by a Force Majeure Event shall promptly notify the other of such cessation.
- 18.4 If as a result of a Force Majeure Event, the Party is prevented from performing its obligations under this Agreement, such Party shall, subject to the provisions of clause 18.5 of an Agreement perform those of its remaining obligations not affected by such Force Majeure Event. 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.
- 18.5 To the extent that a Party is prevented as a result of a Force Majeure Event from providing the Service under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such Service or complying with its obligations in relation thereto.
- 18.6 If the effects of such Force Majeure Event continue for:
- 18.6.1 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 18.3 of this Agreement) any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure Event as soon as reasonably possible after the effects of the Force Majeure Event have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.
- 18.6.2 A continuous period of sixty (60) Business Days or more from the date of the Force Majeure Event Notification (and notice of cessation has not been given pursuant to clause 18.3 of this Agreement), either Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) Business Days' written notice to the other Party. Such notice shall be deemed as if it had not been given in case that notice of cessation pursuant to clause 18.3 of this Agreement is received by the Party that was not initially affected by a Force Majeure Event prior to the expiry of the thirty (30) Business Days' termination notice. If this Agreement

is not terminated in accordance with the provisions of this clause 18.6, any obligations outstanding shall be fulfilled by the Party initially affected by the Force Majeure Event as soon as reasonably possible after the effects of the Force Majeure Event have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.

19. Regulatory Approval

In the event that the terms of this Agreement, become subject to regulatory approval or authorization, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary to complete any required filing or application to obtain such regulatory approval or authorization.

20. Non-Exclusivity

This Agreement shall not prohibit or restrain either Party's entry into any separate contract or agreement with one or more Third Parties.

21. Relationship of the Parties

The Parties agree that this agreement does not create any partnership, agency or any other relationship under which either Party may be deemed responsible for the acts or omissions of the other Party and this agreement should not be construed so as to render the Parties liable as partners or as creating a partnership or agency or any other similar relationship.

Furthermore, this agreement does not affect any other relationship between the parties, nor does it imply any such relationship.

22. Change of control

Should Ooredoo sell, transfer, or divert Data Centers, or associated infrastructures in one form or another to a Third Party directly or indirectly controlled by Ooredoo or where Ooredoo has the legal means to exercise its power over the Third Party, Ooredoo ensures that such a Third Party satisfies all the conditions of the present Agreement and to take all the actions required for the Third Party to satisfy all the conditions of this Agreement.

23. Notices

All notices between the Parties which are required to be given under this Agreement must be in writing and shall be effective if delivered by hand, with recorded proof of delivery, or sent by registered post to the address specified below.

23.1 If to Ooredoo:

Company Name: Ooredoo Q.P.S.C.

Attention: Wholesale and Interconnection Management

Address: P.O. Box 217, West Bay, Ooredoo Tower, Doha, State of Qatar.

23.2 If to the OLO:

Company name: OLO

Attention:

Address:

24. Confidentiality

24.1 All information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement and relating either to the terms and conditions of this Agreement or any activities contemplated by this Agreement is confidential ("Confidential Information").

24.2 The disclosing Party shall use reasonable endeavors to ensure that Confidential Information disclosed is correct to the best of its knowledge at the time of provision of such Confidential Information. Unless explicitly stated in writing to the contrary, the disclosing Party does not warrant that Confidential Information is complete or accurate and the receiving Party may not rely on any Confidential Information as being complete or accurate.

24.3 Subject to clause 24.4, neither Party shall disclose to any third party any of the other Party's Confidential information disclosed to it, or shall use, copy or record such information for any purpose other than the fulfilment of this Agreement. For the avoidance of doubt, neither Party may publicly disclose the existence of this Agreement unless such disclosure is required for legal or regulatory purposes or as permitted under clause 24.4.

24.4 The provisions of this clause 24 shall not apply to any information which:

24.4.1 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,

24.4.2 is in or comes into the public domain other than by default of the receiving Party,

24.4.3 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,

24.4.4 is required to be disclosed by any competent court, regulatory authority or government agency,

24.4.5 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,

24.4.6 is disclosed by the receiving Party where such disclosure is authorized by the original disclosing Party in writing to the extent of the authority given, or

24.4.7 is or has already been independently generated by the receiving Party.

24.5 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 24.4.

24.6 The disclosing Party may give a notice to the receiving Party that its right to use Confidential Information ceases if:

24.6.1 the disclosing Party considers, in its reasonable opinion, that any of the Confidential Information is no longer required by the receiving Party in connection with this Agreement,

24.6.2 the receiving Party breaches this Agreement, or

24.6.3 this Agreement is terminated.

24.7 If the disclosing Party gives a notice under clause 24.6, the receiving Party must immediately do the following things:

24.7.1 stop using the Confidential Information, or the notified part of it, or

24.7.2 destroy or delete (as the case may be) the Confidential Information.

24.8 The obligations of confidentiality under this Agreement continue to apply to a Party even if:

24.8.1 this Agreement is terminated, or

24.8.2 the receiving Party has returned, destroyed or deleted the Confidential Information in accordance with clause 24.7.

24.9 The parties acknowledge that:

24.9.1 a breach of this clause 24 may cause damage to the other Party, and

24.9.2 monetary damages alone would not be adequate compensation to a Party for the other Party's breach of this clause 24, and that a Party is entitled to seek specific performance or injunctive relief for a breach or apprehended breach of this clause 24.

25. Applicable Law and Dispute Resolution

25.1 This Agreement shall be regulated by the laws of Qatar.

25.2 Each Party submits to the jurisdiction of the courts of Qatar.

25.3 In the event of any dispute between the parties, the Parties agree to attempt to collaboratively reach an amicable settlement in good faith, provided that the foregoing shall not restrict either Party from pursuing any legal remedies to which it may be entitled.

25.4 For the avoidance of doubt, nothing in this Agreement shall restrict or prevent the parties from referring any dispute to or in connection with this agreement to the CRA for resolution in accordance with the Dispute Resolution Rules of the CRA.

26. Intellectual property

Intellectual property rights remain the property of the Party creating or owning the same and nothing in this Agreement will be deemed to confer any right or title whatsoever or license of the intellectual property rights of one Party to the other, and nothing in this Agreement will be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own intellectual property.

27. General provisions

27.1 If any provisions (or part of a provision) included in this Agreement is found to be illegal, void or unenforceable, in whole or in part, then such provision shall be severed from the rest of this Agreement and the remainder of the Agreement shall continue to have full force and effect for all intents and purposes of law.

27.2 Failure by either Party to exercise or enforce any right or benefit conferred by this Agreement will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

27.3 This Agreement constitutes the entire agreement between the Parties relating to the subject-matter of the Agreement.

27.4 Except as expressly provided in this Agreement, the rights of a Party under this Agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.

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

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

27.7 No term of this Agreement merges on completion of any transaction contemplated by this Agreement. clauses 12, 13.20, 14, 15, 24 and 25 survive termination of this Agreement, together with any other clause which by its nature is intended to do so.

27.8 Except as expressly provided in this Agreement:

27.8.1 each person who executes this Agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person, and

27.8.2 only those persons who execute this Agreement have a right or benefit under it.

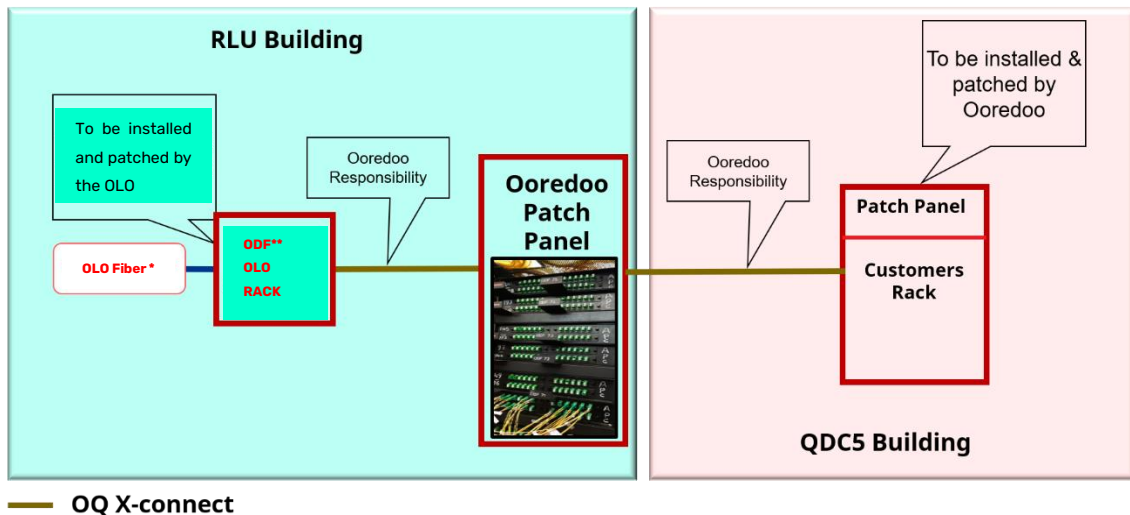
27.9 This Agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

<p>Signed for and on behalf of Ooredoo Q.P.S.C.</p> <p>Signature:</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>	<p>Signed for and on behalf of the OLO.</p> <p>Signature:</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>
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SCHEDULES

1. SCHEDULE 1 - Service description

- 1.1 Access to Ooredoo Qatar Data Centers (“AOQDC”) for connecting customers to the OLO’s services is a service available to the OLO, which is a duly licensed telecommunication service provider in the State of Qatar. The schematic of the services is shown in the diagram below.



— OQ X-connect
 * Data center interconnect service can be provided by Ooredoo to connect different QDCs on commercial terms using domestic capacity
 **ODF co-location is subject to site survey & feasibility and will be treated as 'Data Centre Services'

Figure 1 – Schematic of the service Access to QDC

- 1.2 The AOQDC service is comprised of the following service:
- 1.2.1 Hosting (“Hosting”), which means a provision of a space required to host the OLO’s rack at the OQDC Remote Local Unit (“RLU”) building located at OQDC complexes. The Hosting is granted at QDC5 (Mesaimmer complex). At the other OQDCs the Hosting is subject to a feasibility study done by Ooredoo with the involvement of the OLO. In case the Hosting cannot be provided based on objective and justified reasons, Ooredoo will offer on commercial terms a data center interconnect service to connect different OQDCs
- 1.2.2 The “Cross-Connect”, which means the connection between the customer’s rack and the OLO’s rack at any of the OQDCs where the OLO is hosted within the same compound, subject to feasibility at the same terms,
- 1.2.3 Ancillary services, related to access and facility services.

- 1.3 Ooredoo may offer on commercial terms a data center interconnect service to connect different OQDCs as per schematics above.
- 1.4 The OLO’s personnel can access the OQDC building(s) during working hours (i.e., between 07.00 and 15.00 on a Business Day) or during outside working hours while escorted by Ooredoo’s authorized personnel that will also supervise the OLO’s personnel during their presence in the building. For the avoidance of doubt, the OLO shall have access to the building 24/7.
- 1.5 Subject to feasibility and availability of space, power & cooling arrangement, the OLO will be allowed to place racks in the RLU Building based on the OLO’s requirements. Charges would be agreed upon with the OLO prior to billing as per rates in Schedule 4.
- 1.6 The respective responsibilities of each party for the overall solution are summarized by Figure 2 below.

Ooredoo Responsibility	OLO’s responsibility
Space readiness	Providing and installing the racks
Providing required power and cooling	Providing the power cables and laying them till the rectifiers
Connecting Power cables and providing required circuit breakers	Providing racks (for fiber termination)
Cross-connectivity between the OLO- Ooredoo racks & Ooredoo to customer racks	Lay Fiber cable to connect the OLO external network to the RLU and cable termination

Figure 2 – Responsibility Matrix

Hosting

- 1.7 The OLO shall apply for the Hosting using the order procedure specified in the Section Delivery and Installation below.
- 1.8 The racks shall be located inside a secure space of the RLU Building.
- 1.9 Ooredoo shall provide the OLO with access to the RLU Building to allow the OLO’s personnel to access the secure space in order to enable the OLO to perform its obligations under this Service.
- 1.10 The OLO’s personnel must adhere to the Ooredoo’s reasonable written site safety and security regulations as follows:

- 1.10.1 All Staff should attend safety induction which will be conducted by Ooredoo HSE team.
- 1.10.2 The OLO's Vendor Safety Officer will be interviewed and approved by Ooredoo HSE team.
- 1.10.3 Work permit shall be applied and approved prior to any work inside Ooredoo building (with support by Ooredoo team). Please also refer to Ooredoo's site and security regulations as set out in Appendix D - HSSE (Health Safety Security and Environment) Handbook for Contractors (version Ooredoo-SRH Ver. 3).
- 1.11 Ooredoo will provide a safe working environment for any OLO's personnel within the secure space.
- 1.12 The OLO understands and agrees that third parties such as the emergency services and law enforcement agencies may have a legal right of entry to the secure space and the surrounding area at any time. All The OLO's access to common spaces must be escorted.
- 1.13 The hosting service does not include provision of any storage facilities to the OLO. However, Ooredoo will grant temporary storage for the time strictly needed to prepare the equipment for installation.
- 1.14 Ooredoo will:
 - 1.14.1 maintain and repair the secure space to such standard as is adequate given the age and nature of the facility,
 - 1.14.2 light the secure space to a reasonable standard,
 - 1.14.3 subject to the OLO's Equipment complying with specifications under any type approval requirement mandated by the Regulator, supply cooling and ventilation for the secure space as a whole to such reasonable temperatures as conditions shall determine from time to time,
 - 1.14.4 provide a supply of DC power to the secure space up to 3kW (which can be increased in increments of 1kW up to a maximum of 16kW). The price of set up and additional power requirements up to 16kW and the consumption of power, should be based on Schedule 4 and is subject to availability,

- 1.14.5 provide a supply of either three (3) or one (1) Rack Space, which can be increased in increments of one (1) Rack Space, which prices should be based on Schedule 4 and are subject to availability,
- 1.14.6 operate fire detection and suppression systems,
- 1.14.7 provide a cable tray within the perimeter of the designated secure space for use by the OLO to implement a connection to or between the OLO's Equipment, and
- 1.14.8 provide internal patching between the customers' rack and the OLO's rack (for avoidance of any doubts, this is part of cross-connect scope of work).

Cross-connect

- 1.15 The OLO shall apply for the Cross-connect using the order procedure specified in the Section Delivery and Installation. The request should also include the following information:
 - 1.15.1 Customer rack location (data hall and rack location),
 - 1.15.2 Customer SPOC and focal point,
 - 1.15.3 No. of fibers required,
 - 1.15.4 Request for diversity if required (subject to feasibility study).
- 1.16 The OLO should submit a complete filled Service Request. The Service Request should include all details necessary for the Ooredoo to provide the Cross-connect. customer's letter of authorization needs to be supplied by The OLO as part of the Service Request and the OLO must arrange for customer's on-site presence during the cross-connection process.

General Service Terms

- 1.17 The OLO acknowledges:
 - 1.17.1 A rack in the RLU Building is required to order and maintain the Cross-connect,
 - 1.17.2 If the OLO fails to provide details or documents required by Ooredoo this could lead to delays in provisioning the Service,
 - 1.17.3 Except as expressly stated otherwise in this Service Description, Ooredoo will provide the AOQDC as per the Key Performance Indicators ("KPIs") set out in the table below, with time being of the essence.

No.	Milestone	KPI - Working Days
1	Service Request Acknowledgement (i.e., the communication of the Service Request Acknowledgement sent by Ooredoo to the OLO)	2
2	Service Request Acceptance	+2 (Subject to receiving a complete filled Service Request with accurate details and all relevant documents mentioned in the Service Description)
3	Raising Orders in the System	+1
4	Handover of the Service	+3 working days
5	Confirm Service Acceptance by the OLO (i.e., the communication of the Service Acceptance sent by the OLO to Ooredoo)	3 (From Service Handover date)

Figure 3 - KPIs

- 1.17.4 The provision of domestic connectivity and capacity are not part of the AOQDC service. Ooredoo does not take any responsibility for such services, and it is the sole responsibility of the OLO to procure these services. Ooredoo may agree to provide to the OLO the domestic capacity e.g., between the OQDCs on commercial terms.
- 1.17.5 Ooredoo will start billing the OLO once the AOQDC Service is accepted as per the ready for service date (clause 1.25.2).
- 1.18 Delays due to Force Majeure and planned and/or emergency maintenance do not count against the KPIs above.
- 1.19 Clause 2.1.6 of Appendix B – Ooredoo Qatar Data Center Service Level Agreement and best practices defines the Planned and Emergency Downtime. For emergency maintenance, the OLO will be notified in not more than one (1) hour from such occurrence. For planned maintenance, the OLO will be notified at least ten (10) working days in advance about work taking place. The plan will be discussed with the OLO and the OLO may object and propose a different calendar within two (2) working days. Ooredoo will make the final decision taking into consideration the OLO’s proposal and the criticality of the activities.

Delivery and Installation

- 1.20 The OLO shall submit a correctly completed Service Request (ref. Appendix C - Service Request Form). The Service Request should include all details necessary for Ooredoo to provide the AOQDC including the customer SPOC details.
- 1.21 In order for Ooredoo to complete all patching activities of the Cross-connect, the OLO should provide letter of attestation from the customers.
- 1.22 The Delivery Lead Time for the installation of an AOQDC Service for an Order placed by the OLO and accepted by Ooredoo will be in accordance with the timetable set out in Figure 3 - KPIs above.
- 1.23 For the purposes of this Schedule the times set out in the timetable are of the essence and are not guidelines.
- 1.24 The Service Rebates for a failure to meet the Delivery Lead Time for the AOQDC service in the preceding paragraph are as follows:

Delivery delay, calculated from Service Delivery Date (in calendar days)	Service Credit as percentage of MRC
For each day of delay	5% per day up to 30% of the MRC

Figure 4 - Service Rebates

The Service Rebate calculated under this clause, in relation to any month, will not exceed 30% of the monthly Charges for the AOQDC Service.

1.25 Testing

- 1.25.1 Ooredoo will notify the OLO when the Cross-connect has been provisioned and provide a Service Handover Letter. The OLO will have three (3) Working Days, as defined in the Body Terms, from the date of the Service Handover Letter to test and report any faults indicating a valid performance-based reason for not accepting the Service. If the OLO does not sign nor report any faults for acceptance during the three (3) Working Day period, it will be deemed to have accepted the Service with effect from the date of the Service Handover Letter.
- 1.25.2 The Service Commencement Date is the date of actual or deemed acceptance as per KPIs (ref. clause 1.17.3).
- 1.25.3 Ooredoo can be available (if requested by the OLO with one (1) working day notice period), during the three (3) Working Day period of testing extended to the OLO, as

defined in the Body Terms, to support testing the service. If physical attendance is required in the RLU building by the Ooredoo personnel to support such testing for initial service provisioning, then Ooredoo will not levy any additional charge for such attendance.

1.26 Performance and uptime

1.26.1 The Target Availability for the Cross-Connect as per clause 1.2.2 of AOQDC shall be as set out below, alongside the Service Rebate regime that will apply (without prejudice to the OLO’s rights to recover damages from Ooredoo) if the relevant Target Availability falls below the stated threshold. For avoidance of any doubts, applicable data center co-location or hosting (as defined in clause 1.2) related faults and KPIs will follow as per Appendix B – Ooredoo Qatar Data Center Service Level Agreement and best practices.

Duration of Service Availability	Service Credit	Impact per Month
(100% - 99.90%)	No Service Credit	0-44 Min
(99.89% - 99.50%)	No Service Credit	45 -219 Min
(99.49% - 99.00%)	5 % of MRC	220-438 Min
(98.99% - 98.5%)	10% of MRC	439-657 Min
(98.49% - 98.00%)	15% of MRC	658-876 Min
For each subsequent 1% unavailability, subject to a maximum service credit of 30% of the MRC	Additional 1% of MRC	Greater than 876 Min

Figure 5 – Target Availability and Service Rebate

1.26.2 Events related to Force Majeure and planned and/or emergency maintenance do not count against the targets above. In order for Ooredoo to complete all patching activities of the Cross-connect, the OLO should provide letter of attestation from the customers. above is also applicable.

1.26.3 Applicable service credits are the OLO’s sole and exclusive remedy for any service level failures.

2. SCHEDULE 2 - Technical Guidelines

2.1 It is the OLO’s responsibility to comply with technical regulation issued by the CRA related, e.g., to type approval.

3. SCHEDULE 3 - Fault response and repair

3.1 The OLO will as soon as practicable after becoming aware of a Fault with the AOQDC Service or any other Covered Failure, notify Ooredoo of that Fault in accordance with the escalation procedures set below for the reporting of faults, Fault investigation and identification of the Fault Owner and Other Affected Party. For avoidance of any doubts, applicable data center co-location or hosting (as defined in clause 1.2) related faults, escalation matrix and KPIs will follow as per Appendix B – Ooredoo Qatar Data Center Service Level Agreement and best practices.

	Name	Phone number #	E-mail address
Entry Point for faults and complaints	redacted	T: redacted	redacted
First Escalation	redacted	T: redacted M: redacted	redacted
Second Escalation	redacted	T: redacted M: redacted	redacted
Third Escalation	redacted	T: redacted M: redacted	redacted

Figure 6 – Fault response matrix

3.2 Ooredoo agrees to observe the following Resolution Time for applicable ‘Cross-Connect’ services as set out below:

Fault Type	Resolution Time
Covered Failure (related to cross connection)	12 Hours

Figure 7 – Resolution Times

3.3 Where Ooredoo’s Resolution Time exceeds time included in Figure 7 above, then the following Service Rebates, assessed on a monthly basis, will apply without prejudice to the OLO’s rights to recover damages from the Ooredoo:

Fault Type	Time by which Mean Restoration Time exceeds Restoration Time	Service Rebate
Covered Failure	For each hour	5% of MRC for each hour (or part hour) capped at 30% of MRC

Figure 8 – Applicable service rebates in case of late restoration (for Cross-Connect services as per clause 1.2.2 of AOQDC)

3.4 Interruption of the service due to Force Majeure and planned and/or emergency maintenance do not count against the agreed service levels.

3.5 Applicable service credits are the OLO's sole and exclusive remedy for any service level failures.

4. SCHEDULE 4 - Charges

4.1 Charges applicable to the AOQDC solution are included in Figure 9 below unless otherwise agreed between Ooredoo and the OLO within the order form. Such charges will be notified and approved by the Communications Regulatory Authority.

Offer for 3 Rack Space, Power, and Cooling with 32 KW DC Power (subject to feasibility study). These charges are applicable in case of a five-year contract. In case of different duration, prices must be renegotiated)					
				OTC (QAR)	MRC (QAR)
Circuit breakers and cable termination at rectifier				2,525	-
Charges for five (5) year contract					
	Units	OTC per unit (QAR)	MRC per unit (QAR)	OTC (QAR)	MRC (QAR)
Rack Space 2200x600x600mm and Power ¹	3	5,430	9,340	16,290	28,020
Please note that:					
1. Any additional Rack Space and DC Power requirement will be subject to technical and commercial feasibility.					
2. Ooredoo will provide the 32 KW DC power from the existing rectifier. Ooredoo and the OLO scope is as below:					
Ooredoo scope:					

¹ Redundant Power is provided to prevent power outages

<ul style="list-style-type: none"> • Provide 2x100amps circuit breakers (one in each rectifier) • Termination of the cables in rectifier 		
The OLO scope:		
<ul style="list-style-type: none"> • Install DCDB on the wall to provide power to the rack (maximum size allowable 90cmx60cm) • Provide power cables from both rectifiers to the DCDB + from DCDB up to the OLO's racks. Cables should be black and blue • Provide cable tray from rectifiers to new DCDB (approximately 2m) • Re-fix fire retardant sealant between rooms after laying the cable • All electrical installation work will be executed by the OLO 		
Offer for one Rack Space, Power, and Cooling (subject to feasibility study). These charges are applicable in case of a five-year contract. In case of different duration, prices must be renegotiated). OLOs are free to order how many rack spaces and KW they need.		
	OTC (QAR) ²	MRC (QAR)
Rack Space 2200x600x600 (with 3KW Power and Cooling) ³	5,430	5,180
Additional Power		300 per KW
Additional Cooling		220 per KW
Cross Connect		
	OTC (QAR)	MRC (QAR)
Passive Cross connect fees (per single cross connect)	1,825	3,650
Other		
Remote Hands & Eyes (per rack)		1,500 per month
Escorted Access/hour (during business hours)		321 per hour
Escorted Access/hour (outside business hours)		417 per hour

Figure 9 – Charges applicable to AOQDC

4.2 The above schedule reflects the offer available on the market. Different pricing schedule may be agreed with the OLO to reflect their specific service requirements.

4.3 For the billing, please refer to the Main Body.

5. SCHEDULE 5 - Safety and Security

5.1 Refer to Appendix D - HSSE (Health Safety Security and Environment) Handbook for Contractors (version Ooredoo-SRH Ver. 3). This may change from time to time. The

² OTC may vary subject to feasibility study

³ Ref. to footnote 1 above

OLO's personnel will be informed of new releases and invited to training as/if needed.

6. SCHEDULE 6 - Contact Information

Ooredoo Contact Information		
Full Name	Email	Telephone Number
OLO Contact Information		
Full Name	Email	Telephone Number
1st Level		
2nd Level		
2nd Level		
3rd Level		
4th Level		

Figure 10 - Contact Information

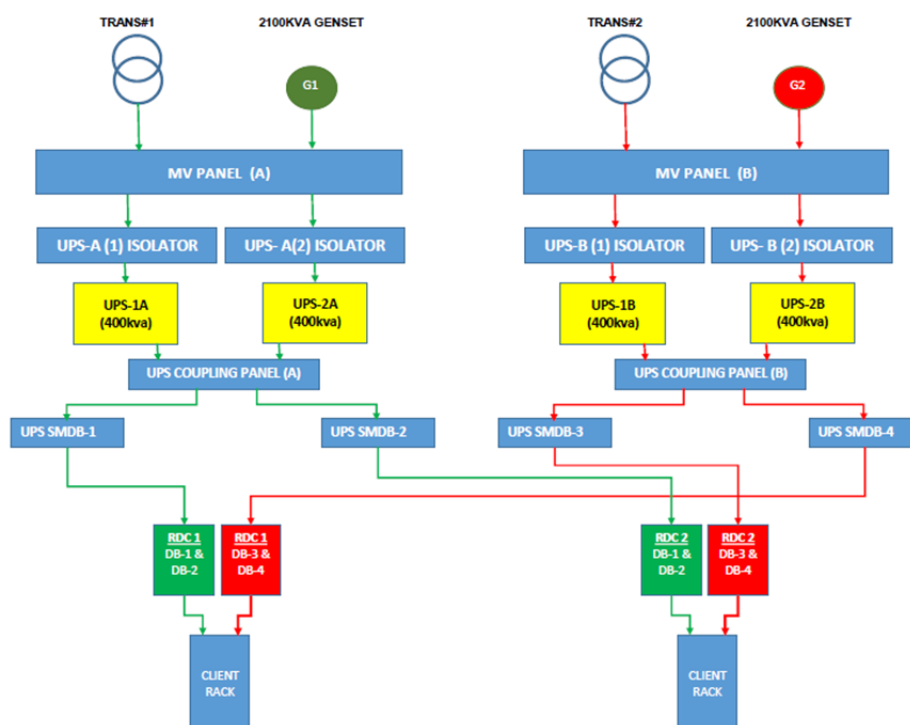
APPENDICES

1. Appendix A – Ooredoo Qatar Data Center Facility Overview

Ooredoo Qatar Data Center facility has been designed and deployed in compliance with carrier standards.

1.1 Power Supply

In order to provide the highest levels of stability and reliability, except for the mains, the power distribution in Ooredoo Qatar Data Center is A+B redundant all the way down to the rack cabinets. Equipment in any rack can be connected to two fully diverse sources of power.



1.1.1 Mains

The Data Center building is connected to one 1600 KVA transformers that are supplied by Qatar General Electricity & Water Corporation (Kahramaa) high voltage ring.

1.1.2 Uninterruptible Power Supply (UPS) System

The UPS system provides protection against electrical interference, power failure, and frequency shifts. The UPS system at the Ooredoo Qatar Data Center includes four 400 KVA UPS and their associated storage batteries. Each of the battery banks (dry & sealed technology) is capable of supplying all the power for the Ooredoo Qatar Data Center

building under full load for 30 minutes. The UPS units are located in a dedicated room in the facility area within the building. This also hosts the diesel generators and power distribution switches.

1.1.3 Diesel Generators

Two Pre-heated diesel generators of 2.1 MW capacity each can take over electrical feed within 5 seconds, should the main power feed fail from Kahramaa. As part of ongoing reliability maintenance and testing, tests of the power system are conducted every month.

1.1.4 Power Distribution

The electrical network is sized to distribute 2.5 KW per square meter average – 5.0 KW per square meter maximum. In the computer rooms, power is distributed using precision power center modules, monitored and controlled by the BMS system.



1.1.5 A.1.5 Intelligent LED Lighting System

Intelligent Lighting being deployed which reveal new efficiencies across Ooredoo Qatar Data Center entire operation with integrated sensors to detect motion, temperature and light levels, and report this comprehensive data through the solution's easy-to-use software.

Promotes Green Building Solution in a new environment of data center operation.

1.2 Environment Control

Internal temperature inside the computer room (co-location area) is maintained between 18° and 24° Celsius. Humidity inside the computer room is regulated at 50% +/- 10%.

In the computer rooms, cooled air flow is pushed from the raised floor up through the diffusion tiles located on the raised floor.

Air is filtered and recycled through the ECU'S

The computer room contains eight (8) cooling Chilled Water "CW" Units (35 tons each) which are N+1 redundant and fed from A+B redundant CW Piping System. Each 4 Nos of ECUs are backed-up separately from 2 redundant MV Panels coupled by Generators. These are installed in dedicated Service Rooms separated from the Data Center.



1.2.1 Cold Aisle Containment System

OQDC brings an unmatched level of quality, experience and efficiency to airflow management. This eliminates hot spots, effectively utilizes 100% of supplied air and reduces chilled air waste. With the fronts of cabinets facing each other as they would in a typical cold aisle design creates a complete segregation of hot and cold air. This configurability results in an extremely energy efficient solution extending the life of the facility.



1.3 Safety and Security Management

1.3.1 Fire Prevention System

There are 3 Independent and integrated Fire Alarm System implemented in the Data Center to ensure the redundancy of Fire Prevention. We have the Main Building Fire Alarm System, the NOVEC1230 and the VESDA System.

Optical smoke detectors are distributed on the ceiling, under the raised floor, and above the ceiling tiles and void areas. These sensors are linked to a real time monitoring system reporting alarms to the security desk & Civil Defense.

Specialized fire protection system installed is based on NOVEC1230 which is a low-pressure gas, non-corrosive and inoffensive gas system. This also operates based on the dedicated smoke detection zoning system which will trigger the gas release for the equipment protection.

VESDA (Very Early Smoke Detection Aspiration) System draws air from all sectors (pipe) in use. If the smoke level reaches the scan threshold, this quickly scans each pipe to identify which pipe is carrying smoke. This system continuously collects air in the environment for air sampling which is a proactive action to closely monitor all pipes from any smoke or fire growth and maintain full protection of the area earlier than the Main Building FACP & NOVEC1230.

1.3.2 Supervision and Monitoring Systems

The building is equipped with motion-detector & infrared night vision IP based cameras.



1.3.3 Access Control

All entrances and exits have biometric and/or card access. All these are wired together into the master control network.



1.4 Computer Room

1.4.1 Raised Floor

All computer rooms are equipped with raised floor tiles (height is 50 cm) that can sustain a maximum load of 400 Kg per tile.

Raised Floor are Meshed Grounded with dedicated Earth Bonding to cater for the racks.

1.4.2 Telecom Infrastructure

Ooredoo Qatar Data Center is connected via two diverse fiber paths to two different nodes in Ooredoo's state-of-the-art IP/MPLS backbone.

Internet access from the Data Center is fully redundant and uses world-class equipment (dual routers, dual main distribution switches, dual firewalls, and dual intrusion detection and prevention systems).

The Data Center LAN backbone is equipped with multi-vendor security appliances that enhance the protection from internet threats and attacks.

1.5 Standards and Norms

The Ooredoo Qatar Data Center complies with the State of Qatar Safety and Security rules. The Data Center and the Network Operation Center meets Industrial and Telecom Operators' Standard Specifications.

2. Appendix B – Ooredoo Qatar Data Center Service Level Agreement and best practices

2.1 Service Description

The service provides for the provisioning of a secure environment, network connection and resilient power for a OLO's platform hosted at Ooredoo Qatar Data Center.

This Service Level Agreement (SLA) sets out the levels of technical support and service credits available in the event of Network unavailability and the limits of Ooredoo Qatar Data Center and the OLO's own responsibilities with regards to the service.

2.1.1 Technical Support Hours

Service	Coverage	
Monitoring of Ooredoo Qatar Data Center Infrastructure	24 hours a day, 7 days a week	
Technical Support	Sunday to Thursday	During Ooredoo Qatar Data Center working hours 7:00AM to 3:00PM GMT+3
	Friday & Saturday & outside working hours	Emergency cover (only for P1 priority code) as defined in Section 2.1.3.2
	Public holidays	Emergency cover (only for P1 priority code) as defined in Section 2.1.3.2

2.1.2 Security

Access to Ooredoo Qatar Data Center is restricted to a limited number of authorized staff. Security controls such as photo ID cards, magnetic and biometric units, and CCTV are all used to protect Ooredoo Qatar Data Center.

2.1.3 Problem Management and Escalation

2.1.3.1 NOC ("Network Operation Center") Responsiveness

The following times will be considered as measurement metrics for NOC responsiveness:

Time	Definition	Value
Acknowledgement Time	Delay between the fault notification and ticket creation	Refer to Section 2.1.3.4
Response Time	Period of time between the time the problem is detected or reported and the time the relevant technician or engineer,	Refer to Section 2.1.3.4

Time	Definition	Value
	who is to perform the relevant action to solve the problem is working full time on the problem	
Priority 1 Initial Incident report delay	Delay between the time the ticket is created, and the initial incident report was sent. Initial Incident report will contain the following items: <ul style="list-style-type: none"> - Incident description - Incident start, stop date and time (GMT+3) - Estimated incident impact on OLO's operation - Incident reasons and resolution method if available within stipulated delay time 	2 Days
Priority 1 Follow Up Incident report delay	Delay between the time the ticket is created and the follow up (if applicable) Incident Report was sent. The Follow up incident report will contain the following items: <ul style="list-style-type: none"> - Incident description - Incident start, stop date and time (GMT+3) - Incident's impact on OLO - Estimated incident impact on OLO's operation - Incident reasons and resolution method if available within stipulated delay time 	5 Days

2.1.3.2 Priority Codes

All OLOs' calls and alarms will be assigned a priority code by the NOC at the time the ticket is opened.

The following table defines all the priority codes:

Time	Definition	Value
Acknowledgement Time	Delay between the fault notification and ticket creation	Refer to Section 2.1.3.4
Response Time	Period of time between the time the problem is detected or reported and the time the relevant technician or engineer, who is to perform the relevant action to solve the problem is working full time on the problem	Refer to Section 2.1.3.4
Priority 1 Initial Incident report delay	Delay between the time the ticket is created, and the initial incident report was sent. Initial Incident report will contain the following items: <ul style="list-style-type: none"> - Incident description - Incident start, stop date and time (GMT+3) - Estimated incident impact on OLO's operation - Incident reasons and resolution method if available within stipulated delay time 	2 Days

Time	Definition	Value
Priority 1 Follow Up Incident report delay	Delay between the time the ticket is created and the follow up (if applicable) Incident Report was sent. The Follow up incident report will contain the following items: <ul style="list-style-type: none"> - Incident description - Incident start, stop date and time (GMT+3) - Incident's impact on OLO - Estimated incident impact on OLO's operation - Incident reasons and resolution method if available within stipulated delay time 	5 Days

2.1.3.3 Response and Status Timetable

Priority	Method of Communication	Acknowledgement Time	Response Time	Frequency of Status Update after first contact
Priority 1	Phone call and Email	Less than 30 minutes	Within 1 hour	Constant
Priority 2	Email or phone call	Less than 45 minutes	Within 2 Hours	Every Hour
Priority 3	Email	Less than 45 minutes	Within 4 Hours	Every 4 Hours
Priority 4	Email	Less than 45 minutes	Within 8 Hours	Every 8 Hours

2.1.3.4 Escalation Procedure

Escalation within ODC and other teams responsible for the connectivity occurs automatically based on the severity (priority level) of the trouble. The below table details the Escalation procedure for the different priority levels:

Priority	Resolution delay and escalation procedures			
1	Problem fixed in one hour Notify OLO	Problem unsolved within one hour Escalation to ODC NOC Manager	Problem unsolved within 4 hours Escalation to ODC Operation Manager	OLO notified every 4 hours until problem resolution.
2	Problem fixed within four hours Notify OLO	Problem unsolved within four hours Escalation to ODC NOC Manager	Problem unsolved within 8 hours Escalation to ODC Operation Manager	OLO notified every 8 hours until problem resolution.
3	Problem fixed within 8 hours Notify OLO	Problem unsolved within 8 hours Escalation to ODC NOC Manager	Problem unsolved within 24 hours Escalation to ODC Operation Manager	OLO notified every day until problem resolution.

Priority	Resolution delay and escalation procedures			
4	OLO notified once the task is done in the expected time	Job not done according to the forecast Escalation to ODC NOC Manager	Job not yet done 72 hours after forecast date Escalation to ODC Operation Manager	OLO notified every day until problem resolution.

2.1.4 Responsibilities of Parties

The table below details responsibilities of each party for every service along with the committed SLA terms where applicable.

2.1.4.1 Co-Location Services

Responsibility chart:

Project Stage Service	Plan	Provision	Install	Operate
Install Racks	C&O	C&O	C&O	0
Racking Equipment	C&O	C	C&O	0
Computer Room	0	0	0	0
Power - Electricity	0	0	0	0
Power Strips	C	C	C	0
Physical Security	0	0	0	0
Network Connectivity	C&O	C&O	0	0
Air Conditioning	0	0	0	0
Environment Monitoring	0	0	0	0
Level 1 Support - Call Desk	0	0	0	0
Labeling	C	C	C&O	N/A

C == OLO Responsibility; 0 == Ooredoo Responsibility, C&O == Common Resp.; N/A == Not Applicable

Service Level Agreement

Service	Coverage	Target	Committed	Max downtime (Hours/Year)
ODC Infrastructure	24/7	100%	99.982%	1.6
Call Desk Availability	24/7	100%	99.9%	8 Hours

2.1.5 Physical Access

Ooredoo Qatar Data Center services are designed to be managed remotely and as such we do not expect OLOs to require regular physical access to their equipment. However,

subject to agreement with the Data Center NOC (Network Operation Center) team, usually 1 day notice is given, and the appointment occurs during Ooredoo Qatar Data Center working hours. There is no additional charge for this physical access (limited to 5 occasions per week for 6 hours each, excluding corrective maintenance).

2.1.6 Planned and Emergency Downtime

Ooredoo Qatar Data Center reserves the right to close down some of the facilities should emergency maintenance become necessary. OLO will receive notification of such maintenance in not more than 1 hour from such occurrence.

It is not expected that planned maintenance downtimes will exceed more than 24 hours/year and this downtime is excluded from any calculation of availability. The OLO will be notified at least three working days in advance about maintenance work taking place.

2.1.7 Calculating Service Credits

Service Credits are applicable should any of the targets outlined in this SLA document were not met.

The Total Monthly Time Period is calculated by taking the 24 hours in each day and multiplying these by the average number of days in each calendar month (365 days per year, divided by twelve months = 30.42 days per month).

If, during any given calendar month the Total Outage Time is greater than 0.1% of the Total Time Period of the calendar month, then the service shall be deemed to have been unavailable for an unacceptable period. The OLO shall be provided a credit against future Service Subscription Fees, or equivalent charges on presentation of a written claim within 30 (thirty) days of the first occurrence of the Outage, a sum equal to the amount of Service Subscription Fee pro-rated for the period of the Total Outage Time less the pro-rated sum for the first 0.1% of the given calendar month.

The provision of Service Credits is the sole compensation available to OLOs in the event the services are unavailable. This SLA is supplemental to Ooredoo Qatar Data Center's standard terms and conditions, which apply to all services supplied.

If OLO is entitled to multiple adjustments (credits), such adjustments shall not be cumulative beyond a total adjustment for one (1) service level reporting period of the applicable Services fee. Further, Ooredoo Qatar Data Center shall not apply an adjustment for any period in which OLO received Services free of charge. In any case, the adjustment rate shall be limited to 20% of the service fees.

Adjustments shall not be issued in some cases that are detailed in Section 2.3 of this document.

2.2 Penalty Calculations

Facilities and Local Area Network Availability, as described in Section 2.1.4, provide that in the event the Ooredoo Qatar Data Center equipment related to a contracted Service goes down, the OLO is entitled to a credit for the related Service fee. The offered availability is $\geq 99.982\%$ for the Facilities and LAN availability.

The penalty is calculated on the value of the contracted Service only.

The monthly availability is calculated by the following formula, where the time periods are expressed in minutes:

$$\text{Availability} = \frac{[(\text{Month Total Time} - \text{Interruption Total Time}) - \text{Other Interruptions Total Time}]}{(\text{Month Total Time} - \text{Interruption Total Time})}$$

Where:

Month Total Time = Sum of minutes in the month (e.g.: for a 30 day month, Month Total Time = 30 days x 24 hours x 60 minutes = 43.200 minutes)

Interruption Total Time = Sum of minutes of all scheduled interruptions in the month

Other Interruption Total Time = Sum of minutes of all non-scheduled interruptions in the month

If the Availability Guarantee is not met in a given month, OLOs shall be issued a credit toward their monthly bill, according to the table below:

Difference between agreed and measured availability	Penalty
From 0.1 to 0.3	2.5%
From 0.3 to 0.7	5%
From 0.7 to 1.2	8%
From 1.2 to 2.4	16%
Above 2.4	20%

2.3 Exceptions of the Adjustment Process

Adjustment against the availability service level guarantee outlined above (ref. Sections 2.1.6 and 2.2) shall not be issued due to failures that, as determined by Ooredoo Qatar Data Center in its good faith reasonable judgment, a result of:

- Downtime due to Ooredoo Qatar Data Center initiated maintenance completed during agreed upon scheduled maintenance window,

- Downtime due to OLO initiated maintenance whether implemented by OLO or Ooredoo Qatar Data Center on behalf of OLO,
- Downtime due to OLO initiated work that is independently generated by OLO,
- Downtime due to OLO required operating system software and hardware configuration or revisions,
- Downtime due to problems caused by OLO supplied Web site content or software,
- Downtime caused as a result of OLO exceeding system capacity,
- Downtime due to viruses, Trojans, spyware or other malware
- Downtime required to complete database server fail-over,
- Downtime due to the acts or omissions of OLO, its employees, agents, third party contractors or vendors, or anyone gaining access to Ooredoo's network or to the OLO's systems at the request of OLO,
- Downtime due to Force Majeure,
- Downtime due to OLO failure to adhere to Ooredoo Qatar Data Center architecture, configuration and process,
- Termination of the Services by either Party.

2.4 OOREDOO QATAR DATA CENTER RULES AND BEST PRACTICES

- All ODC OLOs and their representatives, employees, contractors, agents, invitees, and users of OLOs' facilities and all ODC contractors, vendors, invitees, or agents ("Authorized Persons") are subject to these Rules and Regulations in connection with their use of or access to Ooredoo Qatar Data Centers and/or Services.
- All equipment installation activities must be pre-approved by ODC. Any Authorized Person installing any type of equipment into their collocated space within the Data Centre must first check in with a member of ODC' Network Operations Centre (NOC) staff and provide the necessary information about the equipment and the installation prior to commencing any installation activities.
- All power and power distribution must be provided and installed by ODC personnel. In the event that an Authorized Person wishes to provide their own power distribution, ODC personnel must perform the installation. OLO provided power distribution is subject to approval by ODC and must meet current Data Centre standards. This includes but is not limited to: Power surge protection provided by fuses or breakers. Proper IEC/ISO ratings.

- Connecting one power strip into another, also referred to as 'Daisy-Chaining' is not permitted under any circumstances. Daisy-Chaining not only presents a fire-hazard but also presents the potential to overload a power circuit resulting in a loss of power to a power strip, receptacle or complete bus.
- ODC expects all Authorized Persons to adhere to the 80/20 rule regarding power consumption. This requires that typical power usage is not to exceed 80% of total power available per power circuit.
- An Authorized Person is not permitted to and shall not approach, handle, use, inspect or examine any equipment, cabinets, cage space, local deployment workstation or floor space, other than their own.
- An Authorized Person's access to or use of the Data Center and the ODC building shall at all times comply with the rules and regulations promulgated by the owner of the Data Center from time to time, a copy of which may be obtained from ODC personnel.
- An Authorized Person is not permitted to and shall not at any time disclose the identity of any ODC OLOs.
- The ODC building shall be kept neat and orderly at all times. Authorized Persons shall remove all of their trash and debris upon departure from the building. ODC shall have the right to remove and discard any trash and debris left in the ODC building in violation of the foregoing, and to charge the Authorized Person for such trash removal. Trash receptacles are provided outside of the data center at the rear entrance.
- Flammable items (i.e., cardboard and paper) are not to be stored within any collocated space throughout the data center. These items filch humidity from the air, present a fire hazard and introduce dust contaminants into the air.
- At the conclusion of any work in the Data Center, the Authorized Persons shall ensure all cables are routed and dressed neatly in cabinets and all doors are closed and locked and the equipment or area is left in a closed, orderly, and secure manner. The Authorized Persons may bring into the Data Center tools and portable test equipment, approved by ODC, provided that the Authorized Persons are responsible for and remove or secure the same upon their departure from the Data Center. Any Authorized Person utilizing the Local Staging Areas will be responsible for securing all of their own equipment, documents, and supplies.

- The ODC NOC staff will be responsible for scheduling the use of the conference rooms and other amenities such as: setup lab, laptops, projectors, dollies & carts, and the Staging Areas on a Daily first come first serve basis.
- Any and all equipment, including OLO Equipment, operated within a Data Center must be configured and operate at all times in compliance with the applicable manufacturer's specifications, including, without limitation, any specifications as to power consumption and/or clearance requirements.
- In the event that a hardware failure of any equipment results in an audible alarm being emitted from the equipment, the OLO will be asked to resolve such alarm within 14 days of being notified of its existence. Alarms of this type are disruptive to other Authorized Persons using the data center facilities and also impair the ability of Technical Operations staff to identify other audible alarms on OLO equipment or data center infrastructure during facility walkthroughs.
- No sign, advertisement, notice or object shall be displayed by a OLO or Visitor in or on the exterior of the Data Center walls, doors, ceilings, racks, cabinets or cages without ODC' prior approval.
- No Authorized Person shall bring into or keep upon the Data Center premises any hazardous, combustible, explosive, or otherwise dangerous fluid, chemical or substance at any time.
- No acids, vapors or other materials shall be discharged or permitted to be discharged into the waste lines, ventilation ductwork or raw water drainage of the Data Center.
- Authorized Persons may not bring or use any of the following in the Data Center Raised Floor Data Center Areas
 - Equipment packaged in wooden or cardboard containers
 - Explosives
 - Weapons
 - Chemicals
 - Packaging Materials of any kind
 - Fluids of any kind
 - Electro-magnetic devices
 - Radioactive materials
 - Photographic or recording equipment of any kind (other than tape back-up equipment for use with the OLO Equipment)

- Food and beverages may be allowed in the office areas of the Data Center with ODC' prior permission. No food and/or drink will be allowed under any circumstances in any of the raised floor data center space or in the main distribution frames. Any breach of this policy will result in immediate loss of access privileges.
- ODC reserves the right to inspect all objects to be brought into or taken out of the Data Center and to exclude from the Data Center all objects which violate any of these Rules and Regulations. ODC shall require any person entering or leaving the Data Center with any package to document the contents of the package.
- All ODC provided connections to and from OLO Equipment will be clearly labelled by Data Center Operations personnel using the ODC labeling code. It is imperative that these labels remain intact so that ODC personnel can easily identify and troubleshoot any of the services it provides to a OLO.
- Periodically, ODC will conduct routine, non-emergency scheduled maintenance of its Data Center and Services. ODC shall notify OLOs a minimum of two business days in advance of said maintenance window. OLO agrees to cooperate with ODC during the scheduled maintenance so that ODC minimizes OLO impact. Product specific SLAs addressing maintenance periods will govern over this general rule, to the extent they differ. ODC may require emergency maintenance windows on rare occasions and will provide as much notification as possible.

2.5 Access Control

- Only those individuals specifically identified by an authorized employee of the OLO may access the Data Center ("Permitted Individuals").
- It is the OLO's Single Point of Contact (SPOC)'s responsibility to notify ODC of any change in OLO's Authorized Access list, or the identity of those who can and cannot provide ODC with such a list. The appropriate access forms must be completed for each person authorized on a OLO account. ODC may rely on the most current Authorized Access list in deciding who shall gain access.
- OLO's Permitted Individuals shall stay in the vicinity of their own equipment when in the ODC facility and Visitors shall stay in the vicinity of their own equipment or work or shall stay with a ODC escort while in the ODC facility.
- All Authorized Persons are required to log in upon entry, provide a QID or other government issued photo identification and is then issued their ODC badge for access into and throughout the Data Center. ODC will retain the Authorized Persons' identification in exchange for the badge and any facility keys required to gain access

to their collocation space while the Authorized Person is in the Data Center. The badge and any facility keys must be returned before the Authorized Person leaves the Data Center.

- "Tailgating" is prohibited. Tailgating is defined as the act of following an Authorized individual through Biometric access- controlled doors without following proper registration and authorization procedures. ODC considers it the responsibility of Authorized Persons to ensure unauthorized individuals do not follow them through access-controlled doors.
- Authorized Persons shall not access any portion of the Data Center (except for the OLO Area), including without limitation, the building roof, electrical or communications closets, the Data Center ceiling or floor, without prior consent from ODC and without a ODC escort.

2.6 Conduct Guidelines

- Authorized Persons may not misuse or abuse any ODC property or equipment.
- Authorized Persons may not verbally or physically harass, threaten, intimidate, or abuse any individual within the Data Center or while on ODC property, including without limitation, employees, agents, or invitees of ODC or other Visitors. Abusive and threatening or offensive behavior by any Visitor will not be tolerated.
- Authorized Persons may not engage or assist in any activity that violates the Qatar law or aids in criminal activity while in the Data Center or on ODC property or in connection with the Services.
- ODC may refuse entry to, or require the immediate departure of, any individual who (i) is disorderly, (ii) fails to comply with these Rules and Regulations, or (iii) fails to comply with any of ODC' other policies, procedures and requirements after being advised of them.

2.7 Modification of Rules and Regulations

- ODC reserves the right to change these Rules and Regulations at any time, provided that the OLO is informed in advance of any such change. ODC OLOs' Visitors are responsible for regularly reviewing these rules and regulations and totally complying with them at all times.

3. Appendix C - Service Request Form

OLO INFORMATION			
Name of the OLO:			
Billing Address:			
SITE ADDRESS			
OQDC Address			
City, Country			
Contact person on site			
Office Telephone/Mobile no			
ORDER DETAILS			
Hosting Service:			
Racks	<input type="checkbox"/> White Space	<input type="checkbox"/> Full Rack	Dimensions: <input type="checkbox"/> (600×1000 mm) <input type="checkbox"/> (800×1000 mm) <input type="checkbox"/> (1000×1200 mm)
Other Services	Please specify (e.g. Extra Power, Extra Cooling, etc.)		
Monthly Recurring charges			
One Time Charges			
Connection Service:			
Cross-Connect	Number:		
Monthly Recurring charges			
One Time Charges			
Escorted Access:			
Letter of Authorisation Provided? : <input type="checkbox"/> Yes <input type="checkbox"/> No			
Date	Access Time	Exit Time	Number of Hours
Signatures	Signatures of Ooredoo and VFQ personell to certify the above		
Terms and conditions (if any)			
OLO declaration, date and signature			
Ooredoo declaration, date and signature			

4. Appendix D - HSSE (Health Safety Security and Environment) Handbook for Contractors (version Ooredoo-SRH Ver. 3)

4.1 INTRODUCTION

NB: This Handbook is to be used by all the contractors employed by Ooredoo Qatar in respect of works to be carried out, on behalf of Ooredoo Qatar, at Ooredoo Qatar's premises.

It is Ooredoo's intention to secure a high standard of safety in all areas under its control. All Contractors shall conduct their activities in such a way that conditions and methods used are safe not only for their own staff, but the general public as a whole.

The requirements to achieve this are set out in the Ooredoo Qatar IMS-QHSE Policy. A copy of which is to be supplied to the Contractors.

The Contractor shall undertake to:

- a) Comply with the requirements in this document. The minimum HSE requirements to be met by the Contractor shall be in accordance with this document. It is emphasized that these are the minimum HSE requirements, and all contractors should endeavor to improve on these.
- b) Employ only such persons on site who are qualified, possess the necessary skills, and are experienced and competent in the performance of their trade and tasks.
- c) Ensure that its staff receives formal HSE training. Such training shall include induction training, Toolbox talks and any specialized training which may be required in order for them to complete certain tasks. Documented evidence of such training is to be kept available for inspection and submitted upon request by Ooredoo staff.
- d) Ensure that its entire staff and subcontractors undergo the Ooredoo HSE induction prior to commencement of work on site. HSE induction can be arranged through the Ooredoo HSE Department.
- e) Maintain suitable First Aid equipment for the duration of the project for its staff, subcontractors and consultants.
- f) Use equipment and tools, certified by the relevant competent authorities as suitable for the particular application.
- g) Not to be relieved of any of their duties and obligations under any statute or law.
- h) These HSE rules are to be followed along with other Safety & Security Regulations and legal requirements implemented by the appropriate Qatar authorities.

Note: Breach of any of these rules may lead to the suspension or termination of the Contractor's services.

4.1.1 General

These rules are designed to control the basic standards of Health and Safety for Contractor staff, any Consultant's employees and the safety of members of the public whilst at work. The Contractor shall endeavor to ensure that its employees conduct their activities in a safe manner and without risk to themselves or others.

4.1.2 Roles and Responsibilities of Contractors

All contractors must provide the necessary resources, including designated HSE personnel to ensure that entire work is carried out safely and in an environmentally friendly manner. It is the responsibility of the Contractor to identify and demonstrate compliance with all applicable legal/regulatory requirements and Ooredoo Qatar HSE requirements both at the tendering stage and throughout the lifetime of the contract.

4.2 CONDITIONS

4.2.1 Access to Ooredoo premises

Contractors shall only be permitted access to an Ooredoo facility after obtaining the relevant security access pass. There is a nominal payable fee for these passes according to Ooredoo Security Pass policy. Passes will be obtained through an application made online to Ooredoo Gate Pass office. For making an online pass request, use the following link: <https://www.ooredoo.qa/portal/OoredooQatar/procurement>.

The processing of passes takes time so this must be taken into consideration when planning your work.

In order to access Ooredoo sites, an Electronic Key is required. The application for requesting an Electronic Key is to be submitted through Ooredoo Staff (Originator) to the Ooredoo Security, for approval and issuance of the electronic key. The contractor cannot apply directly to the Ooredoo Security for the Electronic Key; the application should only be submitted through the Ooredoo staff (Originator).

For any access Issue or security concern please contact security hot line @ 8008058.

4.2.2 Consent

No permission or consent under these rules shall, in any way, relieve any staff of their liability for accidents, injuries or damages arising out of the performance of the contract.

4.2.3 Protection of Ooredoo Assets

All precautionary measures shall be taken to avoid the possibility of any interruption or damage to Ooredoo's equipment/installations during modification, repairing, mechanical vibrations, mechanical damage or ingress of hot humid air to any area.

4.2.4 Monitoring of Performance whilst on Site

During the course of activities at site, all Contractors shall be monitored in respect of their adherence to the HSE requirements relating to the task in hand. This shall be carried out as follows:

- On a daily basis, at the start and completion of the task and periodically throughout the day – the Ooredoo department that originated the works.
- Periodically as required, according to the nature of the works by Ooredoo HSE staff.

4.2.5 Summertime Working

During the period from June 15th until August 31st, work under direct sunlight is prohibited be 11:30 am to 3:00 pm unless special arrangements are taken by the contractor to control and reduce the effect of the direct sun on the workers. Such arrangements shall first be approved by the Ooredoo HSE Department and shall be agreed upon before implementation.

4.3 COMMENCEMENT OF WORK

4.3.1 Prior to the commencement of any work, a Project Advice Form (FM4/IMS-ABS-WI-77) (attached as an Annexure to this document) is to be completed by the originating Ooredoo Department and forwarded to the Ooredoo HSE Department.

NB: The responsibility for this rests with the originating Ooredoo Department. The obligation is on the Contractor to confirm that this has been done. No Work Permits or approvals shall be given until the Ooredoo HSE Department are in receipt of this completed document.

4.3.2 The Contractor shall obtain a Permit to Work prior to the commencement of any work.

Permits to Work (PTW) are issued only by the Ooredoo Qatar HSE Department. Any clarifications in this regard can be obtained directly from our HSE staff or by telephoning the HSE Hotline - 44001919. Depending on the type/nature of the work involved, either of the following permit to work (PTW) shall be issued:

- Permit to Work 'A' (Cold Works)
 - Permit to Work 'B' (Hot Works)
 - Permit to Work 'C' (Used for hazardous activities other than Hot Works)
- 4.3.3 The Contractor shall submit a combined Risk Assessment and Environmental Impact. Assessment capturing all the planned activities on site to the originating Ooredoo Department for approval by the Ooredoo HSE Department (ref. Section 4.4 for guidance in this regard).
- 4.3.4 The Contractor shall also submit a Method Statement detailing how the proposed works shall be undertaken in a safe manner. The Method Statement is to be timeously submitted to the originating Ooredoo Department for approval by the Ooredoo HSE Department prior to work commencing.
- 4.3.5 Contractor shall assign a competent HSE representative, who shall be interviewed and approved by Ooredoo HSE department.
- 4.3.6 Contractor shall ensure that its entire staff and subcontractors undergo the Ooredoo HSE induction training prior to commencement of work on site. HSE induction training shall be arranged through the Ooredoo HSE Department.
- 4.3.7 Inform the originating Ooredoo Department of all equipment, plant and materials to be used prior to bringing them onto the premises.
- 4.3.8 Inform the originating Ooredoo Department of utilization of any services prior to connection or use.
- 4.3.9 Inform the originating Ooredoo Department of any precautions to be taken to protect their employees or the public from work activities.
- 4.3.10 Ensure that all plant, equipment, methods and systems of work used at site, comply with statutory requirements and accepted practices.
- 4.3.11 Advise the originating Ooredoo Department, where appropriate, when work commences.
- 4.3.12 Store all his required tools and materials which are to be used at site in a safe place approved by the Ooredoo originating Department and HSE department.
- 4.3.13 The storage of any chemicals, including paint, by the Contractor is to be first approved by the Ooredoo HSE Department. Such storage is to include the required

MSDS information and firefighting equipment which is to be provided by the Contractor.

4.3.14 Keep the site/ work area in a clean and tidy condition at all times and remove all waste materials and rubbish from the site at the end of the work. The site is to be inspected by a member of the originating Ooredoo Department to ensure that this has been done and signed off by them on the Clearance Certificate Form. (NB: This is a mandatory requirement otherwise the Contractor shall not be paid for the work done).

4.4 RISK ASSESSMENTS

4.4.1 Besides the issuing of a Permit to Work 'A' (Cold Works), a Permit to Work 'B' (Hot Works) or a Permit to Work 'C' (Used for hazardous activities other than Hot Works), Risk Assessments (HIRA) are also an important part of the safe systems of work. Risk Assessments are undertaken prior to the start of the job. They are essential in order to plan Contractors' work. The questions which must be asked are:

4.4.1.1 What is the job?

4.4.1.2 How can it be done safely?

4.4.2 Once it is known what the requirements of the job are, then the health and safety aspects need to be built in. This is done by means of going through a Risk Assessment (HIRA). In order to achieve this there must be communication and close co-operation between the originating Ooredoo Department and the Contractor so that all the risks associated with the job are covered. An agreement must be reached between the originating Ooredoo Department and the Contractor as to how the work shall be done.

4.4.3 Dependent on the work to be undertaken, members of the Ooredoo HSE Department shall also be involved in the planning of the work.

4.4.4 A Risk Assessment (HIRA) is done by:

4.4.4.1 Identifying hazards – anything that can cause an accident or injury.

4.4.4.2 Evaluating risks – the chance that an accident or injury can occur so that it can be worked out what action must be taken to eliminate or reduce those risks.

4.5 PERMIT to Work (PTW)

- 4.5.1 Work Permits are an essential part of safe systems of work. Permits specify the work to be done and precautions to be taken and provide a clear record that all foreseeable hazards have been considered.
- 4.5.2 Authority for issuance and closure of Permit to Work (PTW) - Permits shall only be issued by the Ooredoo HSE Department for the work that is to be carried out. The Ooredoo HSE Department shall also to ensure that the Contractor undertaking the work is aware of the risks involved in terms of the relevant Risk Assessment.
- 4.5.3 Permits to Work must be closed on completion of the works or task to which they relate by the originating Ooredoo Department. In the event that the works or tasks are not completed at the expiration of the Permit, then the Permit can be renewed by Ooredoo HSE Department.
- 4.5.4 All closed Permits are to be returned to the Ooredoo HSE Department and a copy is to be retained by the originating Ooredoo Department.
- 4.5.5 Contractors are not allowed under any circumstances to issue or close any Permit to Work in respect of any Ooredoo activities.
- 4.5.6 Permits are to be carried at all times by the Contractor while the work is being carried out. Permits are to be produced on demand for inspection by Ooredoo HSE staff.
- 4.5.7 No work is to be carried out using a date or time expired Permit.
- 4.5.8 The issuing of Permits for hazardous activities prior to work commencing shall also be overseen by Ooredoo HSE staff. These Permits are:
 - 4.5.9 Permit to Work 'B' (Hot Works) issued for any operation involving the use of any welding or cutting equipment, blowlamps or any flame or heat producing equipment. The hazardous activities for this Permit are:
 - 4.5.9.1 Welding and Brazing
 - 4.5.9.2 Cutting & Grinding
 - 4.5.9.3 Battery Testing
 - 4.5.10 Permit to Work 'C' (Used for hazardous activities other than Hot Works)
The hazardous activities for this Permit are:
 - 4.5.10.1 Working at height including work on building roofs

4.5.10.2 Climbing Masts and Towers

4.5.10.3 Work in Confined Spaces

4.5.10.4 Use of Mechanical or Moving Equipment

4.5.10.5 Excavation

4.5.10.6 Work involving Electrical Apparatus

4.5.11 Permit to Work 'A' (Cold Works) NB: This is a General Permit to Work. This Permit also supports the "Permit to Work B (Hot Works)" or "Permit to Work C" as appropriate. The "Permit to Work A" refers to the other Permits and Certificates that shall be required to be issued as well. No Contractor may commence work, gain access to any building, and interfere with machinery, plant, equipment or materials unless he is in possession of at least a "Permit to Work A (Cold Works)." No Contractor may commence any hazardous work involving roof work, excavations, hot work, entry to confined spaces, or work on electrical equipment or work at height unless he is in possession of the appropriate "Permit to Work B (Hot Works)" or "Permit to Work C".

4.6 WORK PROCEDURES

Work Procedures for specific High-Risk activities are contained on the following pages.

4.6.1 HOT WORK

A "Permit to Work B (Hot Work)" should be issued for all operations involving flames, hot air, brazing and soldering equipment, blowlamps, bitumen boilers or any other equipment producing heat or having a naked flame. This also includes the use of arc/gas welding and cutting equipment. Certain work may need to be carried out under the continuous supervision and guidance of Ooredoo staff in order to ensure there is no disruption to vital services.

The Contractor shall: -

1. Not commence any operations involving arc/gas welding or cutting operations unless he is in possession of a "Permit to Work B (Hot Work)."
2. Provide suitable screens to protect persons from the effect of the flash and from any flying particles.
3. Provide suitable firefighting equipment (blankets, extinguishers etc.) adjacent to the area of work.

4. Provide and ensure that appropriate personal protective clothing and equipment (PPE) are used.
5. Ensure before leaving the site that any welding or cutting work is cold and there are no hot smoldering embers. A 30 (thirty) minute waiting period is to be enforced before leaving the site.
6. Certain work may need to be carried out under the continuous supervision and guidance of Ooredoo staff.

4.6.2 WORK IN CONFINED SPACES

The Contractor shall: -

1. Not enter in any tank, vessel, sewer or confined space without being in possession of and conforming to a "Permit to Work C".
2. Be assisted by all necessary personnel, equipment and facilities as is specified to meet the requirements of the Permit.
3. Provide atmospheric monitoring equipment if required.
4. Where applicable, liaise with relevant Ooredoo HSE Department on proposed rescue procedures etc.
5. Provide the necessary rescue equipment as required.

4.6.3 WORK ON ELECTRICAL APPARATUS

The Contractor shall: -

1. Prior to working on non-live electrical equipment obtain a "Permit to Work C."
2. Take all practicable precautions to prevent danger to any person from any live electrical cable or apparatus, or any electrically charged overhead cable or apparatus, or microwave radiation from transmission equipment.
3. Ensure that all electrical connections to electrical supplies are carried out only by a qualified electrician after obtaining written permission.
4. Ensure that all installations conform to KAHRAMAA requirements and all other associated statutory provisions and accepted practices.
5. Provide suitable switch/isolation at the tool or equipment end of any extension cable used.
6. Ensure that all electrical equipment and temporary installations are disconnected or isolated before leaving the premises.
7. Ensure that all portable tools are of the correct voltage, and if necessary, supplied from a suitable transformer provided by the Contractor.

8. Ensure that Electro-Magnetic Interference (EMI) generated by all equipment and tools are within the standard limits, and do not interfere with the performance of radio and telecommunication equipment.

9. Ensure that any switch supplying electrical power that is turned off is suitably tagged in order to prevent it being turned on accidentally while equipment or circuits are still being worked on i.e., Lock-out/ Tag-Out (LOTO) procedures.

4.6.4 ELECTRICAL WORK – LOCKOUT / TAGOUT (LOTO) PROCEDURES

Contractors

Contractors, working on Ooredoo property and equipment must use this Lockout Tagout procedure while servicing or maintaining electrical equipment, machinery or processes.

Hazards • Electrical shock

- Chemical exposure
- Skin burns
- Lacerations & amputation
- Fires & explosions
- Chemical releases

General Lock Out and Tagout Procedures

Before working on, repairing, adjusting or replacing machinery and equipment, the following procedures shall be used to place the machinery and equipment in a neutral or zero mechanical state.

1. Preparation for Shutdown

Before the authorized employees turn off a machine or piece of equipment, they must have knowledge of the type and magnitude of the energy, the hazards of the energy to be controlled, and the means to control the energy. Notify all affected employees that the machinery, equipment or process shall be out of service

2. Machine or Equipment Shutdown

The machine or equipment shall be turned off or shut down using the specified procedures for that specific machine. An orderly shutdown shall be utilized to avoid any additional or increased hazards to employees as a result of equipment being de-energized. If the machinery, equipment or process is in operation, follow normal stopping procedures (depress stop button, open toggle switch, etc.).

Move switch or panel arms to “Off” or “Open” positions and close all valves or other energy isolating devices so that the energy source(s) is disconnected or isolated from the machinery or equipment.

3. Machine or Equipment Isolation

All energy control devices that are needed to control the energy to the machine or equipment shall be physically located and operated in such a manner as to isolate the machine or equipment from the energy source.

4. Lockout or Tagout Device Application

Lockout or Tagout devices shall be affixed to energy isolating devices only by authorized employees. Lockout devices shall be affixed in a manner that shall hold the energy isolating devices in the "safe" or "off" position.

Where Tagout devices are used they shall be affixed in such a manner that shall clearly state that the operation or the movement of energy isolating devices from the "safe" or "off" positions is prohibited. The Tagout devices shall be attached to the same point a lock would be attached. If the tag cannot be affixed at that point, the tag shall be located as close as possible to the device in a position that shall be immediately obvious to anyone attempting to operate the device.

Lock and tag out all energy devices by use of hasps, chains and valve covers with assigned individual locks.

5. Stored Energy

Following the application of the lockout or Tagout devices to the energy isolating devices, all potential or residual energy shall be released, disconnected, restrained, and otherwise rendered safe.

Where the re-accumulation of stored energy to a hazardous energy level is possible, verification of isolation shall be continued until the maintenance or servicing is complete. Release stored energy (capacitors, springs, elevated members, rotating fly wheels, and hydraulic/air/gas/steam systems) must be relieved or restrained by grounding, repositioning, blocking and/or bleeding the system.

6. Verification of Isolation

Prior to starting work on machines or equipment that have been locked or tagged out, the authorized employees shall verify that isolation or de-energization of the machine or equipment have been accomplished.

After assuring that no employee shall be placed in danger, test all lock and tag outs by following the normal start up procedures (depress start button, etc.).

Caution: After Test, place controls in neutral position.

7. Extended LOCKOUT/TAGOUT

Should a shift change take place before the machinery or equipment can be restored to service, the lock and tag out must remain. If the task is reassigned to the next shift, these employees must lock and tag out before the previous shift may remove their locks and tags.

8. Release from LOCKOUT/TAGOUT

Before lockout or Tagout devices are removed, and the energy restored to the machine or equipment, the following actions shall be taken:

- a) The work area shall be thoroughly inspected to ensure that non-essential items have been removed and that machine or equipment components are operational.
- b) The work area shall be checked to ensure that all employees have been safely positioned or have left the area. Before the Lockout or Tagout devices are removed, the affected employees shall be notified that the lockout or Tagout devices are being removed.
- c) Each Lockout or Tagout device shall be removed from each energy isolating device by the employee who applied the device.

9. LOTO Procedure for Electrical Plug-Type Equipment

This procedure covers all Electrical Plug-Type Equipment such as Battery Chargers, some Product Pumps, Office Equipment, Powered Hand Tools, Powered Bench Tools, Lathes, Fans, etc. When working on, repairing, or adjusting the above equipment, the following procedures must be utilized to prevent accidental or sudden startup:

- a) Unplug Electrical Equipment from wall socket or in-line socket.
- b) Attach "Do Not Operate" Tag and Plug Box & Lock on end of power cord.
- c) An exception is granted to not lock & tag the plug if the cord & plug remain in the exclusive control of the Employee working on, adjusting or inspecting the equipment.
- d) Test Equipment to assure power source has been removed by depressing the "Start" or "On" Switch.
- e) Perform required operations.
- f) Remove Lock & Plug Box and Tag.
- g) Inspect power cord and socket before plugging equipment into power source. Any defects must be repaired before placing the equipment back in service.

NOTE: Occasionally used equipment may be unplugged from power source when not in use.

10. LOTO Procedures Involving More Than One Employee

In the preceding SOPs, if more than one employee is assigned to a task requiring a lock and tag out, each must also place his or her own lock and tag on the energy isolating device(s).

11. Supervisor's/ Management's Removal of Lock and Tag Out

Only the Employee that locks and tags out machinery, equipment or processes may remove their lock and tag. However, should the employee leave the facility before removing their lock and tag, the Supervisor or Manager may remove the lock and tag. The Maintenance Manager must be assured that all tools have been removed, all guards have been replaced and all employees are free from any hazard before the lock and tag are removed and the machinery, equipment or process are returned to service. Notification of the employee who placed the lock is required prior to lock removal.

4.6.5 EXCAVATIONS

The Contractor shall:

1. Not commence any type of excavation work more than 1.2m deep, break into or dig up any floor or ground on any Ooredoo premises without being in possession of a "Permit to Work C."
2. Obtain the location(s) and type(s) of any underground services.
3. Provide and insert warning traces to identify services being installed underground.
4. Replace any identification or warning traces disturbed during the work.
5. Provide adequate barricades and warning indications around the excavation.
6. Where appropriate, provide physical measures to prevent vehicles running over the excavation edge.
7. Inspect at the commencement of every shift, all excavations in excess of 1.2 meters deep on which persons are required to work in or enter.
8. Ensure that persons carrying out inspections are competent to do so, and they maintain and make available adequate records of such inspections.
9. Provide and use timbering or other suitable means of support to prevent the collapse of excavations more than 1.2 meters deep which persons are required to enter.
10. Provide suitable means of access to and egress from any excavation.
11. Comply with all statutory provisions concerning excavations.
12. Use cable detectors to locate underground services before excavation. Generally, manual excavation is to be done in trenches up to 1 meter deep to detect any underground services.

13. Obtain Ooredoo's written approval on method for soil bracing or shoring, if excavation is more than 1.2 meters deep or in case the soil around the trench is very loose.

4.6.6 ROOF WORK AND WORKING AT HEIGHT

The Contractor shall: -

1. Prior to gaining access to working at height in excess of 1.8 meters including the use of scaffolding or working on roof areas, obtain a "Permit to Work C" which must be completed in full.
2. Provide suitable and safe temporary means of access if required, which must be properly secured in an approved manner.
3. Provide and use crawling boards or roof ladders or MEWP (e.g., boom lift), as appropriate based upon Risk Assessment, when working on or gaining access over fragile roofs.
4. Provide and fix adequate protection in compliance with Health and Safety guidance information on the prevention of fall from height or roofs.
5. Take appropriate measures to protect persons from falling materials or objects.
6. Ensure that its employees do not block or obstruct any roof, valley, gutter, drain or down-pipe.

4.6.7 THE USE OF MECHANICAL OR MOVING EQUIPMENT

The Contractor shall: -

1. Prior to using any mechanical or moving equipment, including lifting equipment obtain a "Permit to Work C" which must be completed in full. In this regard the Contractor is to provide a full list of all the equipment that he intends to use on site.
2. The issue of a "Permit to Work C" should not be regarded as a mere formality and the person issuing the Permit should take care to examine each situation prior to commencing of work, during the work and on completion of the work, to ensure that the required precautions are taken. A full description of all possible hazards should be made.
3. Make available all statutory notices, registers, Third Party Test certificates and valid insurance certificates that apply to any machinery, plant or equipment used on the contract.
4. Provide PPE/ Safety Equipment in relation to the work being completed.
5. Not use machinery, plant and equipment belonging to Ooredoo unless in possession of written authority to do so.
6. Use only machinery, plant and equipment that is suitably guarded and protected to an

approved standard.

7. Use only machinery, plant and equipment that conform to the manufacturer's instructions, statutory provisions and accepted work practices.

8. Ensure that exhaust gases, vapors, fumes etc. be prevented from entering the working environment.

9. Ensure that all machinery, plant and equipment are properly stored and secured when not in use.

10. Drivers/ operators of lifting equipment, including cranes must be in possession of a current QATAR license to operate such equipment.

11. Where required, a 'Banks Man' shall be provided by the Contractor to direct and control traffic. Such persons are to be in possession of an appropriate certificate to certify that they are trained to undertake such duties. In the event of no trained person being available Ooredoo HSE Department shall stop the work until such time as a trained person is deployed on site.

4.6.8 MASTS, TOWERS AND MONOPOLES

The Contractor shall: -

1. Prior to commencing any work on any tower, mast or monopole, obtain a "Permit to Work C" which must be completed in full.

2. Only allow staff that have been trained as Riggers to work on towers, masts or monopoles to climb.

3. Avoid climbing tower in high winds.

4. Position signs and barriers directly below the works to warn of overhead operations.

5. Appoint a HSE Officer who is to be on site at all the times. If the HSE Officer is to be changed the responsible/ designated Ooredoo HSE official is to be notified immediately.

6. Ensure that all safety equipment including boots, helmets, harnesses and rescue kit shall be worn by riggers at all times. All PPE (Personal Protection Equipment) and safety equipment provided for employees is to be checked on a daily basis for damage or deterioration.

Damaged or missing equipment is to be replaced immediately.

7. Ensure that valid fitness certificates for PPE (full body harnesses, rescue kits), and medical certificates for Rigging Team are available.

8. All other equipment including radios are to be checked on a daily basis for serviceability. Any equipment found to be unserviceable is to be replaced immediately.

9. The Contractor is to keep a daily register of all Riggers who are employed on site for the duration of the work.

4.7 WELFARE OF CONTRACTOR'S STAFF

The Contractor: -

1. May make arrangements with Ooredoo for their employees to use any Welfare Facilities. Welfare Facilities are defined as restroom facilities and staff canteens. It is however the Contractors' responsibility to request this.
2. Shall ensure that all welfare facilities required by statute which are not available from Ooredoo shall be provided for their employees.
3. Shall ensure that all such facilities provided by Ooredoo are kept in a clean and hygienic condition.

4.8 INCIDENTS ON SITE

The Contractor shall: -

1. Ensure that all their employees immediately report all incidents (accidents and near-misses) to the Ooredoo HSE Department, whether or not it results in injury or damage to property.
This includes "Near Misses" too. Incidents can be reported on the HSE Hotline at 44001919 or HSE email: safety@ooredoo.qa.
2. Ensure that their employees obtain first aid treatment and medical advice for all injuries.
3. Maintain records of all accidents occurring on the premises including the names of witnesses.
4. Assist Ooredoo as necessary to investigate all reported accidents.
5. Complete any Ooredoo documentation as required immediately after an accident or injury has occurred.
6. Implement the correction(s), corrective action(s) and preventive action(s), as identified as a result of incident investigation, within allocated timeline.

4.9 FIRE PRECAUTIONS TO BE TAKEN ON SITE

The Contractor shall: -

1. Instruct its employees in the fire procedures applying to Ooredoo premises.
2. Ensure that its employees are conversant with the fire alarm system and means of operating it.
3. Ensure that its employees are aware of the locations of firefighting equipment and

immediately report the use of such equipment to Ooredoo.

4. Ensure that its employees are instructed not to misuse, remove or interfere with the firefighting equipment.
5. Ensure that employees do not obstruct any means of escape and escape routes.
6. Ensure that employees do not block the locations of firefighting equipment such as fire extinguishers and hoses with equipment, materials or waste items.
7. Obtain the prior approval of Ooredoo for the storing of any flammable mixture, liquefied petroleum gas or explosive substance.
8. Obtain a "Permit to Work B (Hot Work)" prior to commencing any operation involving the use of any welding or cutting equipment, blowlamps or any flame or heat producing equipment.
9. Not burn rubbish on the Ooredoo premises.
10. Ensure that all their employees comply with smoking rules while on company premises.
11. Provide additional firefighting equipment as appropriate and or as required by Ooredoo.

4.10 SECURITY PROCEDURES FOR EMPLOYEES

The Contractor shall: -

1. If working on Ooredoo premises, ensure that it applies for the necessary access passes well in advance to the Ooredoo Security Department so that they are available when his staff commences work. Entry to Ooredoo premises shall not be permitted without the necessary access passes and no indulgence shall be granted in this regard. **NO VALID PASS = NO ENTRY.**
2. Permit the searching of its employees, vehicles or property at any time either on Ooredoo's premises or within the immediate vicinity.
3. Report any use of Ooredoo equipment, damage to, or removal from the premises of any Ooredoo property.
4. Isolate and secure all plant, equipment and vehicles when not in use and before leaving the site.
5. Advise Ooredoo of any explosive or flammable substances including liquids and paint temporarily stored on site.
6. Report any loss of property to Ooredoo immediately the loss is discovered.
7. Not take photographs whilst on Ooredoo premises or copy any Ooredoo documents without the express written permission of an authorized official.

4.11 USE OF VEHICLES INCLUDING PLANT EQUIPMENT

The Contractor shall: -

1. Not use any Ooredoo vehicle or plant equipment unless specifically authorized to do so in writing by an authorized official.
2. Not park its vehicles inside Ooredoo premises unless permitted by Security Department.
3. Ensure that all vehicles brought onto and used on Ooredoo premises are in a safe and serviceable condition and properly maintained. All vehicles are to be properly licensed and insured.
4. Make available for inspection all statutory registers, certificates, licenses etc., as appropriate.
5. Ensure that drivers/operators of vehicles are trained, tested and competent on the class of vehicle being used.
6. Ensure that all vehicles are properly parked when not in use and are secured and immobilized at the end of each day.
7. Ensure that suitable precautions are taken to prevent contact with overhead services or obstructions.

4.12 PROTECTIVE CLOTHING AND EQUIPMENT (PPE)

The Contractor shall: -

1. Provide all suitable protective clothing and equipment (PPE) required by their employees in order to carry out the contract.
2. Ensure that all protective clothing and equipment (PPE) that is provided complies with statutory requirements and the appropriate international standard or equivalent.
3. Ensure that their employees use all protective clothing and equipment (PPE) provided both to protect themselves from injury or ill health and to comply with statutory requirements and accepted working practices.
4. Ensure that their employees are aware of and comply with any Ooredoo safety rule concerning the use of protective clothing and equipment (PPE) in specified areas.
5. Where appropriate PPE is not provided for Contractor's staff then Ooredoo shall have the right to stop the work until the required equipment is provided.

4.13 MEANS OF ACCESS

The Contractor shall: -

1. Provide all equipment necessary to enable the contract work to be carried out.

2. Ensure that all ladders that are provided comply with the appropriate standard or equivalent and are in a safe and serviceable condition.
3. Ensure that all equipment provided on site is in a safe and serviceable condition.
4. Ensure that all equipment is used in accordance with manufacturer's instructions and statutory requirements.
5. Ensure that all ladders, used are secured in an approved manner prior to use.
6. Ensure that all ladders extend to a minimum one meter above the working platform step-off point.
7. Ensure that all temporary means of access, provided outside any building are removed or rendered un-mountable at the end of each working day and after the works have been completed.
8. Ensure that all ladders are inspected regularly by a competent person and suitable records are kept.
9. Ensure that all ladders not in use are secured to prevent unauthorized use.

4.14 USE OF SCAFFOLDING

4.14.1 TUBES AND FITTINGS

The Contractor shall: -

1. Provide all tubes, fittings, boards and equipment, and ensure that they comply with appropriate international standard and are in a safe and serviceable condition.
2. Erect, use and strike scaffolding in accordance with approved systems and procedures.
3. Ensure that scaffolding is assembled on safe foundations.
4. Ensure scaffolding erection/inspection are done by trained and certified worker
5. Ensure that scaffolding with correct use of tubes, fittings, clips, braces, ties, base plate, boards, guardrails, ladders etc.
6. Shall ensure that scaffolds are inspected and tagged to properly identify their use in accordance with the following:
 - a. Green Tag – signifies the scaffold was built to meet scaffolding regulations and is complete and safe to use.
 - b. Red Tag – signifies the scaffolding is incomplete and/or unsafe. It shall not be used.

4.14.2 SYSTEM SCAFFOLDING

The Contractor shall: -

1. Assemble, erect, use and strike system scaffold in accordance with manufacturer's instructions.

2. Level scaffolds using approved leveling jacks.
3. Inspect scaffolds in accordance with above.
4. Ensure that tower scaffolds, unless tied or specially designed, are limited in the working platform height to: -
 - a. 3.5 x shortest base length (internal work)
 - b. 3 x shortest base length (external work)

4.15 USE OF CARTRIDGE TOOLS

The Contractor shall: -

1. Inform Ooredoo of the intended use or storage of any cartridge tool on the premises.
2. Ensure that the cartridge tools and cartridge are properly secured when not in use.
3. Ensure that only trained employees handle and use cartridge tools.
4. Ensure that the tool operator and others within the immediate area are provided with and are wearing goggles of an approved type when loading or using the tools.
5. Ensure that operators wear suitable hearing protection when operating the tools.
6. Ensure that operators do not deliberately override the safety features on any cartridge tool in order to make their work easier.
7. Report any loss of cartridges or equipment to Ooredoo immediately.

4.16 DISMANTLING OF STRUCTURES

The Contractor shall ensure that:

1. They have written permission to proceed to dismantle the specified structure.
2. Clearance from Ooredoo and from local authorities has first been obtained prior to commencing any work.
3. The structure to be dismantled is free of all facilities and that they are either disconnected or removed.
4. Only third-party certified cranes with a suitable capacity are to be utilized.
5. Damage caused to any property must be rectified before leaving the site.
6. Any emergency situation that develops on site must be immediately reported to Ooredoo.

ANNEXURE 1 - INTEGRATED QUALITY, HEALTH, SAFETY & ENVIRONMENT

(QHSE) MANAGEMENT SYSTEMS POLICY

POLICY STATEMENT

The Company is committed to enrich its customers' everyday lives and fulfilling their aspirations by transforming our customer experience and keeping-up with their changing needs. As a responsible corporate citizen, The Company is strategically focused on continual improvement in quality, health & safety and environmental performance.

We are focused on providing necessary resources to deliver cutting edge products and services, ensure a healthy & safe workplace and environmentally sound activities leading to execution excellence and becoming an ICT innovation engine.

We are committed to achieve this by:

- Adopting the concept of risk-based thinking wherever relevant considering the purpose and context of The Company to plan and implement actions addressing risks and opportunities in support of The Company's strategic direction.
- Establishing challenging Quality, Occupational Health & Safety and Environmental objectives and targets to drive performance and continual improvement.
- Committing to prevent pollution, minimize environmental impacts, and minimize injury & ill health
- Identifying and assessing all health & safety hazards and environmental aspects and management of risks and impacts to acceptable levels within our operations.
- Compliance with applicable Qatari legal, statutory and regulatory requirements pertaining to Quality, Occupational Health & Safety and Environment.
- Educating and training our employees and stakeholders on Quality, Occupational Health and Safety and Environmental best practices.
- Conserving and optimizing resource use by innovatively decreasing the use of energy, water, land and materials and reduction in carbon emissions.
- Actively promoting and encouraging the pursuit of best practices in the management of Quality, Occupational Health & Safety and Environment to all stakeholders through communication and sharing of relevant information and expertise.

ANNEXURE 2 - PROJECT ADVICE FORM

PROJECT ADVICE FORM			
Serial Number (To be inserted by Health, Safety & Environment dept.)			
Part 1 - To be completed by ORIGINATING DEPARTMENT/SECTION			
Performing Authority (Contractor/Ooredoo Dept. carrying out work):		Details of Ooredoo Dept. originating Work:	
Contractor/Dept. Name:		Department/Section:	
Work Location:		Location:	
Focal point:		Focal point:	
Contact No (Mobile):		Contact No (Mobile):	
E-mail:		E-mail:	
Duration of Work	From:	To:	
Dates and Times of required Permit to Work (PTW)			
Work start date:		Work start time:	
Work end date:		Work end time:	
Description of work:			
Originating Authority:		Performing Authority:	
Part 2 - To be completed by HEALTH SAFETY & ENVIRONMENT DEPARTMENT			
Checklist/Permit conditions			
Items			Notes
HSE Induction training carried out for all workers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued
Method Statement attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued
Risk Assessment attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued
Competent HSE Representative nominated?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued
Permit classification	A (Cold Works) <input type="checkbox"/>	B (Hot Works) <input type="checkbox"/>	C (other hazardous work) <input type="checkbox"/>
Role	Print Name	Sign	Date
Issuer: I have reviewed the risk assessment and method of statement and agree that a safe system of work has been devised			
Receiver: I accept the condition of this permit, responsibility for the safe conduct of the work and special precaution to be taken.			
Additional information:			
Part 3 - To be completed at close of work by ORIGINATING DEPARTMENT/SECTION			
This permit has time expired <input type="checkbox"/>		Signature of Issuer:	
Work is complete and permit canceled <input type="checkbox"/>		Date:	Time:
Circulation:	Work site <input type="checkbox"/>	Health Safety & Environment Dept. <input type="checkbox"/>	Originating Department <input type="checkbox"/>

ANNEXURE 3 - SIGNED UNDERTAKING BY CONTRACTORS

1. NB: The following undertaking is to be signed by every Contractor prior to be being allowed to carry out any work for Ooredoo. This is a mandatory requirement for every Contractor.
2. Once signed, this Undertaking is to be handed to the Ooredoo Health Safety & Environment (HSE) Department.

UNDERTAKING BY CONTRACTORS
I have read Ooredoo Qatar’s integrated quality, health, safety & environment (QHSE) management systems policy statement and fully understand its contents.
I have also read the Health, Safety, Security & Environment Handbook for Contractors (Ooredoo-SRH). During the term of this contract, all staff (and sub-contractors) shall abide by the rules stated therein.
Contract:
Contract No.:
Name of Company:
Signed by:
Name in Block Letters:
Position:
Date: