

ANNEX **113**
CO-LOCATION **AGREEMENT**

DATED _____ **2016**

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~~OMANI QATARI TELECOMMUNICATIONS COMPANY S.A.O.G.~~

~~-and-~~

~~[]~~

~~_____~~

~~CO-LOCATION AGREEMENT~~

~~_____~~

THIS AGREEMENT is made the _____ day of _____ 2016

~~BETWEEN~~

- (1) ~~OMANI QATARI TELECOMMUNICATIONS COMPANY S.A.O.G.~~, a public joint stock company incorporated under the laws of the Sultanate of Oman with commercial registration number 1/77152/3 and whose registered address is at P.O. Box 874, Post Code 111, Seeb, Sultanate of Oman (~~“Ooredoo”~~); and
- (2) ~~[_____]~~, a company incorporated under the laws of the Sultanate of Oman with commercial registration number _____ and whose registered address is at P.O. Box _____, Sultanate of Oman (~~“Company”~~),
- hereinafter referred to collectively as the **“Parties”** and each as a **“Party”**.

~~WHEREAS~~

Index

INDEX	1
1. INTRODUCTION	5
2. DEFINITIONS AND INTERPRETATION.....	5
3. RIGHTS AND SERVICES.....	7
4. ACCESS SEEKER UNDERTAKINGS.....	8
5. OOREDOO OBLIGATIONS	10
6. CONDITIONS OF ACCESS AND USE	12
7. WARRANTIES	13
8. TERMINATION	14
9. STATUS OF PERMISSION	16
10. INDEMNITY	17
11. COSTS OF INSTALLATION	19
12. SHUT DOWNS FOR MAINTENANCE.....	20
13. THIRD PARTY CONSENTS.....	ERROR! BOOKMARK NOT DEFINED.

1. Introduction

~~(A)~~ Both Parties are licensed operators of public telecommunication services in the Sultanate of Oman.

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~~(B)~~ 1.1 The public telecommunications licences of both Parties require that where reasonably possible, they negotiate and agree provisions for the sharing of telecommunications facilities and infrastructure to reduce the duplication of sites used for such purpose.

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~~(C)~~ 1.2 Ooredoo owns or operates certain sites and infrastructure (herein defined as the "Co-Location Sites" and "Site Infrastructure").

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~~(D)~~ 1.3 Ooredoo has agreed to permit ~~Company~~ Access Seeker to co-locate their infrastructure and use the Site Infrastructure at the Co-Location Sites, all in accordance with the terms and conditions of this Agreement.

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~~IT IS NOW AGREED~~ as follows:

~~1. DEFINITIONS AND INTERPRETATION~~

2. Definitions and Interpretation

1.12.1 In this AgreementAnnex the following words and expressions have the meaning specified:

2.1.1 "Authorised Use" shall mean the installation, operation, maintenance, refurbishment, repair, alteration and/or replacement of the Installed Equipment for the purposes of the setting up and carrying out by CompanyAccess Seeker of any licensed Telecommunications Services in the Sultanate of Oman and any other related activities permitted by Ooredoo.

2.1.2 "Charges" means the charges more particularly described in Schedule 3.

2.1.3 "Co-Location Services" shall mean the co-location services described in Schedule 2.

2.1.4 "Co-Location Sites" shall mean the areas and sites owned or operated by Ooredoo more particularly described in Schedule 1 together with all (if any) Site Infrastructure at the Co-Location Site.

2.1.5 "Commencement Date" shall mean the [] day of [] 2016.

2.1.6 "Installed Equipment" shall mean the equipment installed or to be installed by CompanyAccess Seeker at the Co-Location Sites.

2.1.7 "Installed Infrastructure" shall mean the structures, fixtures and fittings, cable trays, buildings, equipment shelters, back-up generators and towers installed or to be installed by CompanyAccess Seeker at the Co-Location Sites.

2.1.8 "Site Infrastructure" shall mean the structures, equipment, fixtures, fittings, buildings, towers and other apparatus situated on the Co-Location Sites as at the Commencement Date and/or erected or installed by Ooredoo during the Term.

2.1.9 "Site Sharing Fees" shall mean the fees more particularly described in Schedule 3 payable by CompanyAccess Seeker to Ooredoo in respect of each of the Co-Location Sites. The Site Sharing Fees shall be inclusive of all taxes, customs duties and levies.

2.1.10 "SPOC" shall mean the single point of contact for communications between the Parties in relation to matters arising from this Agreement.

2.1.11 "Telecommunications Equipment Shelters" shall mean two shelters for the storage of telecommunications equipment, measuring 3.4x3m and 3.4x5m respectively, as more particularly described in Schedule 1.

2.1.12 "Telecommunications Services" shall have the meaning given to that term in the Telecommunications Regulatory Law.

2.1.13 "Term" shall mean the period from the Commencement Date of this Agreement until [] unless terminated earlier in accordance with clause 7.1.

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~~2.1.1.14~~ —“TRA” shall mean the Telecommunications Regulatory Authority of the Sultanate of Oman established pursuant to Royal Decree 30/2002 (the “Telecommunications Regulatory Law”).

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~~1.2.2.1.15~~ The singular includes the plural and vice versa and words of one gender include any other gender.

~~1.3.2.1.16~~ References generally to persons include references to natural or juridical persons including but not limited to firms, companies, government personnel, departments, ministries bodies and corporations whether incorporated or not.

~~1.4.2.1.17~~ The headings above the clauses and the contents pages of this ~~Agreement~~~~Annex~~ are for reference only and do not affect its construction.

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~~1.5.2.1.18~~ Any reference to a clause or Schedule without further designation is a reference to a clause or schedule of this Agreement as may be amended from time to time.

~~1.6.2.1.19~~ Examples are illustrations only and do not limit general words and the words “such as”, “including”, “particularly” and similar expressions (in all parts, tenses and variants) are not used as, nor are intended to be interpreted as, words of limitation.

~~1.7.2.1.20~~ Any reference to a Royal Decree or law includes regulations and decisions under it and consolidations, amendments, re-enactments or replacements of any of them.

~~2.~~ **THE RIGHTS AND SERVICES**

3. Rights and Services

2.13.1 For the Term Ooredoo permits Company Access Seeker, in common with Ooredoo and (so far as is not inconsistent with such permission) any person authorised by Ooredoo, to use and share with Ooredoo the Co-Location Sites for the Authorised Use in accordance with the terms of this Agreement.

2.23.1.1 In consideration of the payment of the Charges, Ooredoo agrees:

2.2.13.1.1.1 to provide to ~~Company~~Access Seeker, and ~~Company~~Access Seeker, agrees to accept from Ooredoo, the Co-Location Services in relation to the Co-Location Sites; and /

2.2.23.1.1.2 to sell to CompanyAccess Seeker, and CompanyAccess Seeker agrees to buy from Ooredoo, the Telecommunications Equipment Shelters for the price set out in Schedule 3, all in accordance with the terms and conditions of this Agreement.

2.3.3.1.2 The rights and permissions granted to CompanyAccess Seeker, under this Agreement include the right (without any limitation or additional charge) to allow CompanyAccess Seeker, or its third party contractors or service providers to access, operate and support the Installed Infrastructure and Installed Equipment provided that any such access, operation or support shall be limited to access, operation and support for the benefit of CompanyAccess Seeker and shall be consistent with the terms of this Agreement.

2.43.1.3 The Parties may from time to time agree that Ooredoo shall provide Company Access Seeker with additional Co-Location Services ~~by agreeing an Additional Co-Location Services Order Form in accordance with the template at Schedule~~.

~~3. COMPANY UNDERTAKINGS~~

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4. CompanyAccess Seeker Undertakings

3.1.14.1 Access Seeker shall;

3.1.14.1.1 pay the Site Sharing Fees to Ooredoo annually in advance within thirty days of receipt of a valid invoice by CompanyAccess Seeker from Ooredoo. For the avoidance of doubt, neither Party shall be entitled to net or set off sums payable by the other Party pursuant to any other agreement with the other Party, against sums due and payable pursuant to the invoices;

3.1.24.1.2 in respect of the Co-Location Sites upon which it installs Installed Equipment, fully maintain, repair and generally up-keep at its expense such Installed Equipment;

3.1.34.1.3 not use any of the Co-Location Sites for any purpose other than the Authorised Use unless authorised by Ooredoo and legally permitted;

3.1.44.1.4 keep the Co-Location Sites clean, tidy and at the conclusion of the Term, leave them in at least as good a condition as at the Commencement Date;

3.1.54.1.5 not do or permit to be done anything that will constitute a breach of any laws affecting or in respect of the Co-Location Sites;

3.1.64.1.6 ensure that the location and installation of the Installed Equipment added to Site Infrastructure complies with international norms regarding technical and health and safety criteria;

3.1.74.1.7 pay in full for any reservations of land or space in respect of the Co-Location Sites whether or not such reservations are utilised for Installed Equipment or Installed Infrastructure;

3.1.84.1.8 subject to the terms of this Agreement observe all rules and regulations which Ooredoo reasonably makes and notifies to CompanyAccess Seeker in writing from time to time relating to the use by CompanyAccess Seeker of the Co-Location Sites;

3.1.94.1.9 separately ground all Installed Infrastructure and Installed Equipment where good industry practice would require such earthing independently of any earthing installed by Ooredoo unless otherwise agreed with Ooredoo on a case by case basis;

3.1.104.1.10 not in any way impede Ooredoo in the exercise of its rights of possession, control and use for its own business purposes at the Co-Location Sites or parts thereof;

3.1.114.1.11 arrange for insurance cover of Company'sAccess Seeker's equipment at the Co-location sites;

3.1.124.1.12 not make any external charges on any part of the leased site without Ooredoo written consent; and

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~~3.1.13~~~~4.1.13~~~~assume~~**Assume** full responsibility for any incidents or accidents at the Co-Location Sites due to work carried out by ~~Company~~**Access Seeker**.

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4. OOREDOO OBLIGATIONS

5. Ooredoo Obligations

4.15.1 Ooredoo shall:

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4.1.15.1.1 subject to clauses 5 and 9 hereof allow throughout the Term, CompanyAccess Seeker, its employees, agents and contractors to have free and unrestricted access to and egress from the Co-Location Sites for any purpose in respect of Authorised Use;

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4.1.25.1.2 not impede in any way the ability of CompanyAccess Seeker to carry out any actions on the Co-Location Sites in respect of the Authorised Use;

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4.1.35.1.3 supply CompanyAccess Seeker with a reasonable power source, sufficient to power the Installed Infrastructure and Installed Equipment;

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4.1.45.1.4 provide CompanyAccess Seeker with reasonable notice of any changes or proposed changes in respect of the Co-Location Sites, or parts thereof (including in particular but not limited to the erection, replacement or installation of any Site Infrastructure) which it intends to undertake and which will effect in any way Company'sAccess Seeker's ability to utilise such sites for the Authorised Use;

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4.1.55.1.5 upon the notification referred to in clause 4.1.3 being given, discuss and agree with CompanyAccess Seeker any alternative arrangements with respect to use of, access to and egress from the Co-Location Sites and any other matters relating to the Authorised Use which will have to be changed as a result of the changes referred to in clause 4.1.3;

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4.1.65.1.6 generally upkeep, pay for all land taxes, municipal fees and other similar fees, and in respect of those parts of the Site Infrastructure and the Co-Location Sites which are not the responsibility of CompanyAccess Seeker pursuant to clause 3 of this Agreement and (where applicable) in such condition so as to allow CompanyAccess Seeker to use the Co-Location Sites for the Authorised Use;

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4.1.75.1.7 not utilise any land or space reserved by CompanyAccess Seeker in accordance with clause 3.1.7 above;

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4.1.85.1.8 ~~comply~~Comply with and adhere to the rules and regulations regarding technical norms, health and safety and empty space referred to in clause 3.1.6.

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4.25.2 In the event that the Parties cannot agree the alternative arrangements referred to in clause 4.1.4 within 14 days of the notification referred to in clause 4.1.3 then the matter shall be dealt with in accordance with the dispute resolution provisions in clause 22 of this Agreement.

4.35.3 The Parties acknowledge and agree that the Installed Equipment and Installed Infrastructure is the property of and shall remain the property of CompanyAccess Seeker, and Ooredoo shall not interfere with, use, deal with in any way, sell or otherwise dispose of, mortgage, pledge or otherwise encumber or allow or cause any of the

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Installed Equipment to be taken from the Co-Location Sites without the consent of ~~Company~~Access Seeker.

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4.45.4 Where ~~Company~~Access Seeker installs Installed Infrastructure and/or Installed Equipment on a Co-Location Site and Ooredoo utilises it for its own purposes then Ooredoo shall pay to ~~Company~~Access Seeker a fee for such use at rates of to be agreed by the Parties prior to such use.

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5. ~~CONDITIONS OF ACCESS TO AND USE OF CO-LOCATION SITES~~

6. Conditions of Access and Use

5.16.1 Ooredoo hereby provides CompanyAccess Seeker with permission for its personnel and contractors to gain access to the Co-Location Sites in accordance with the method and procedure from time to time agreed between the Parties.

5.26.2 For the avoidance of doubt, a separate written authority shall not be needed for each separate access to any of the Co-Location Sites.

6. WARRANTIES

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7. Warranties

~~6.1.7.1~~ Ooredoo represents, warrants and undertakes that:

~~6.1.17.1.1~~ it is entitled and has full power and authority to enter into and perform this Agreement;

~~6.1.27.1.2~~ this Agreement constitutes valid and binding obligations on Ooredoo in accordance with its terms;

~~6.1.37.1.3~~ to the best of its knowledge neither the execution of this Agreement nor the consummation of the transactions contemplated hereby violates any applicable laws in force in the Sultanate of Oman; and

~~6.1.47.1.4~~ it shall provide the Co-Location Services and discuss all matters in relation to the Co-Location Services in good faith, with due skill, care and diligence, in a timely and professional manner using appropriately trained, qualified, knowledgeable and experienced personnel.

~~6.2.7.2~~ ~~Company~~Access Seeker represents, warrants and undertakes that:

~~6.2.17.2.1~~ it is entitled and has full power and authority to enter into and perform this Agreement;

~~6.2.27.2.2~~ this Agreement constitutes valid and binding obligations on ~~Company~~Access Seeker in accordance with its terms;

~~6.2.37.2.3~~ to the best of its knowledge neither the execution of this Agreement nor the consummation of the transactions contemplated hereby violates any applicable laws in force in the Sultanate of Oman; and

~~6.2.47.2.4~~ in relation to its obligations under this Agreement, it shall at all times act in good faith, in a timely and professional manner and in accordance with good international practices.

7. ~~TERMINATION~~

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8. Termination

7.18.1 Without prejudice to Ooredoo's rights in respect of any breach of the undertakings contained in clause 3, and only subject to Clause 19.1 of the Main Body of this Agreement, this Annex shall terminate:

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(i) ~~8.1.1 immediately~~ Immediately on notice in writing given by the one Party to the other at any time following any material breach by the other Party of its undertakings contained in this Agreement or where such breach is capable of remedy three months after notice of the material breach without reasonable remedy having been made;

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(ii) ~~8.1.1.1 on~~ On not less than 3 months written notice given by Ooredoo;

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(iii) ~~8.1.1.2 on~~ On not less than 1 years notice given by ~~Company~~ Access Seeker;

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(iv) ~~8.1.1.3 upon~~ Upon the conclusion of the Term.

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7.28.2 ~~Company~~ Access Seeker may terminate this Agreement in respect of individual Co-Location Sites on 3 months' notice to expire at the last day of a month without prejudice to the continuing effect of this Agreement in respect of the remaining Co-Location Sites.

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7.38.3 On termination of this Agreement in accordance with clause 7.1 or in respect of particular Co-Location Sites in accordance with clause 7.2, Ooredoo shall allow ~~Company~~ Access Seeker access to the Co-Location Sites for the purpose ~~(in its discretion)~~ of removing the Installed Equipment and Installed Infrastructure and compliance with the undertaking specified in clause 3.1.6.

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8. STATUS OF PERMISSION

8.4 On termination of this Agreement by Ooredoo in accordance with Clause 7.1(ii), Ooredoo shall provide Access Seeker with a pro-rata refund of any fees paid upfront for the remaining period following the termination date.

9. Status of Permission

8.19.1 Possession and control of the Co-Location Sites will at all times remain vested in Ooredoo subject to the rights of CompanyAccess Seeker under this Agreement.

8.29.2 CompanyAccess Seeker will not at any time be entitled to use the Co-Location Sites to the exclusion of Ooredoo or its rights.

9. INDEMNITY

Company

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10. Indemnity

9.110.1 Access Seeker shall indemnify and hold Ooredoo harmless against any losses, damage, costs and expenses reasonably and necessarily incurred by Ooredoo which have been caused by any breach of this Agreement on the part of CompanyAccess Seeker or its contractors.

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9.210.2 Ooredoo shall indemnify and hold CompanyAccess Seeker harmless against any losses, damage, costs and expenses reasonably and necessarily incurred by CompanyAccess Seeker which have been caused by any breach of this Agreement on the part of Ooredoo or its contractors.

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9.310.3 In the event that the Installed Infrastructure, Installed Equipment or any part thereof is damaged as a result of any act or breach of this Agreement on the part of Ooredoo or its personnel or contractors, Ooredoo shall reimburse CompanyAccess Seeker for the cost of any repairs thereto provided that such reimbursement will not be made unless the costs are first approved by Ooredoo prior to them being incurred by CompanyAccess Seeker such approval not to be unreasonably withheld or delayed.

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9.410.4 In the event that any property, equipment, buildings or any other apparatus situated on the Co-Location Sites and which is the property of Ooredoo are damaged as a result of any act or breach of this Agreement on the part of CompanyAccess Seeker, its personnel or contractors then CompanyAccess Seeker shall reimburse Ooredoo for the cost of repairing such damage provided that CompanyAccess Seeker shall first approve such costs prior to them being incurred such approval not to be unreasonably withheld or delayed.

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9.510.5 CompanyAccess Seeker shall indemnify Ooredoo against any harm, injury or ill health that may be caused to Ooredoo employees if it can reasonably be shown that it was caused by the presence of Company'sAccess Seeker's equipment at the Co-Location Sites.

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10. CONFIDENTIALITY

10.1 The Parties agree and undertake to each other that during the term of this Agreement and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other disclose to any third party all information of a confidential nature (including trade secrets and information of commercial value) which may become known to that Party from the other Party ("Confidential Information") unless the information is public knowledge or already known to that Party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that Party from a third party.

~~10.2 To the extent necessary to implement the provisions of this Agreement, each Party may disclose the Confidential Information to those of its employees or contractors as may be reasonably necessary or desirable provided that before any such disclosure each Party shall make those employees or contractors aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees or contractors with them.~~

~~10.3 Nothing in this clause 10 shall prevent either Party from disclosing any confidential information to any Governmental authority following a lawful written request for information from such Governmental authorities. If such disclosure is made the disclosing Party shall promptly notify the other Party of all information so disclosed and provide the other Party with a copy of the lawful written request.~~

~~11. FORCE MAJEURE~~

~~11.1 The obligations of each Party under this Agreement shall be suspended during the period and to the extent that that Party is prevented or hindered from complying with them by any cause beyond its reasonable control including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining materials, goods or raw materials in connection with the performance of this Agreement.~~

~~11.2 In the event of either Party being so hindered or prevented, the Party concerned shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the rights of that Party to claim suspension. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party. In the event that the cause continues for more than 6 months either Party may terminate this Agreement on 30 days notice.~~

~~12. COSTS OF INSTALLATION~~

Company

11. Costs of Installation

~~12.1~~11.1 Access Seeker, shall be solely responsible for the costs of installing any Installed Infrastructure and Installed Equipment including costs relating to their purchase and delivery.

~~12.2~~11.2 Should CompanyAccess Seeker require a back-up generator capability at the Co-Location Sites, CompanyAccess Seeker shall be responsible for installing its own independent back-up generators (at its sole discretion). Before installing any back-up generators, CompanyAccess Seeker must obtain approval from Ooredoo in accordance with procedures in Schedule 1 where site layouts, and other relevant information, must be submitted to Ooredoo for review. CompanyAccess Seeker agrees to pay the applicable charges in Schedule 3. Company2. Access Seeker shall not be entitled to share the back-up generators of Ooredoo unless otherwise agreed on a case-by-case basis.

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~~13. SHUT-DOWNS FOR MAINTENANCE OF INSTALLED EQUIPMENT OR INSTALLED INFRASTRUCTURE~~

12. Shut Downs for Maintenance

~~13.1~~12.1 Where either Party intends to conduct any planned maintenance on the Co-Location Sites and such maintenance would require the other Party's Installed Equipment or Installed Infrastructure to be shut down for any period of time in the interests of health and safety or otherwise, the Party proposing such maintenance must notify the other Party of this fact at least one week prior to such planned maintenance (a "Maintenance Notice").

~~13.2~~12.2 Following receipt of such notice, the Parties' representatives shall discuss in good faith how such maintenance can be conducted with a view to minimising the shut down time and mitigating the potential effects of such shut downs on the Parties' respective networks. The Parties shall follow any agreed shut down and maintenance timetables agreed in these discussions.

~~13.3~~12.3 In the event of emergency maintenance being required (including where such maintenance is required in order to avoid death, personal injury or severe damage to property), the notice period referred to in clause 13.1 above shall not apply and the Parties shall meet expeditiously upon notice of such circumstances in order to agree upon appropriate and proportionate shut down and maintenance proposals.

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14. ~~THIRD PARTY CONSENTS~~

~~Where the Co-Location Services would require any third party consents (such as where the Co-Location Sites are owned by a third party) Ooredoo will facilitate procuring such consents on the best possible terms for Company in good faith and to the extent necessary. Any costs or charges payable to that third party shall be borne by Company provided that Company has first agreed to pay such charges. For the avoidance of doubt, nothing in this clause 14 entitles Ooredoo to make any commitment or representation on behalf of Company.~~

15. ~~ENTIRE AGREEMENT~~

~~This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties to it.~~

16. ~~AMENDMENTS~~

~~Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties to it. The schedules may be updated from time to time by the signatures of the Chief Technical Officer on the part of Ooredoo and the [] on the part of Company and such schedules so signed shall be incorporated into this Agreement.~~

17. ~~ASSIGNMENT~~

~~Neither Party shall be entitled to assign its rights and obligations in whole or in part to a third party without the prior written consent of the other Party such consent not to be unreasonably withheld or delayed.~~

18. ~~FREEDOM TO CONTRACT~~

~~The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.~~

19. ~~WAIVER~~

~~The failure of a Party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.~~

20. ~~SEVERABILITY~~

~~If any part of this Agreement becomes invalid, illegal or unenforceable the Parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision, which as nearly as possible validly gives effect to their intentions as expressed in this Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termination of this Agreement. The obligations of the Parties under any invalid, illegal or unenforceable provision of this Agreement shall be suspended during such a negotiation.~~

21. ~~NOTICES~~

~~21.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid post to the address of the relevant Party set out in this Agreement or by facsimile transmission to the numbers specified in clause 21.2 or such other address or facsimile number as either Party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post) or upon its receipt being confirmed by a successful transmission receipt if sent by facsimile transmission.~~

~~21.2 Subject to clause 21.1, for the purposes of notices to be sent by facsimile transmission the facsimile numbers shall be as follows:~~

- ~~(i) if addressed to Omani Qatari Telecommunications Company SAOG, +968 24584099; and~~

(ii) ~~if addressed to Company, to [+968]~~.

~~22. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION~~

~~22.1 This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman and in the event of a dispute arising between the Parties in respect of this Agreement the following shall apply:~~

~~22.1.1 in the event of any dispute arising between the Parties save in exceptional circumstances each Party undertakes to avail of the Level 1 and Level 2 procedures set out in this clause 22, prior to referring the dispute to the TRA;~~

~~22.1.2 in the event of a dispute arising either Party may notify the other in writing that such a dispute has arisen ("**Dispute Notice**") giving full particulars of the dispute including (but not limited to) a description of the matter in dispute, all relevant evidence, and any other information which describes the matter in dispute;~~

~~22.1.3 each Party shall use its best endeavours to resolve any dispute referred to it in the first instance through good faith negotiation between the SPOCs of the Parties (hereinafter referred to as "**Level 1 Procedure**");~~

~~22.1.4 in the event of the Parties failing to resolve the dispute in accordance with Level 1 Procedure within 5 weeks from the date of the Dispute Notice, either Party shall have a right to serve a further notice on the other Party (the "**Second Dispute Notice**") requiring that the Chief Executive Officer, Managing Director or persons holding similar positions within Ooredoo and Company's organisation shall undertake further good faith negotiations to resolve the dispute ("**Level 2 Procedure**"). The Party serving the Second Dispute Notice (the "**Disputing Party**") shall include with such notice all relevant details including the nature and extent of the dispute; and~~

~~22.1.5 if the endeavours of the Parties to resolve the dispute in accordance with Level 2 Procedure are not successful within 5 weeks of the service of the Second Dispute Notice either Party may (subject to clauses 22.3 and 22.4 below) by written notice to the other refer the matter for determination by the TRA (hereinafter referred to as "**Level 3 Procedure**").~~

~~22.2 The time limits specified in this clause 22 may be modified by mutual agreement of the Parties.~~

~~22.3 The above procedures are without prejudice to any other rights and remedies that may be available to the Parties in respect of any breach of any provision of this Agreement.~~

~~22.4 Nothing herein contained shall prevent a Party from:~~

~~22.4.1 seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief;~~

~~22.4.2 referring the dispute to the TRA without recourse to Level 1 or Level 2 Procedures in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution; or~~

~~22.4.3 referring the dispute to Level 2 without recourse to Level 1 Procedures.~~

~~AS WITNESS the hands of the parties hereto or their duly authorised representatives~~

~~SIGNED BY []~~

~~for and on behalf of~~

~~GOREDOO~~

~~SIGNED by []~~

~~for and on behalf of~~

~~COMPANY~~

SCHEDULE 1

CO-LOCATION PROCESS

CO-LOCATION WITHIN OOREDOO PREMISES (INDOOR)

~~PLOT CO-LOCATION AT OOREDOO POP LOCATIONS (OUTDOOR)~~

1. Each request for Co-Location Services shall be initiated by ~~Company~~ Access Seeker by the submission of a Co-Location Approval Request Form. Ooredoo has the right to immediately reject any co-location request if Ooredoo observes any missing details in the request.
2. Ooredoo reserves the right not to offer the requested or surveyed location for plot co-location at its own discretion, in which case Ooredoo will inform ~~Company~~ Access Seeker accordingly.
- ~~3. Nothing in this Agreement obliges Ooredoo to provide Company with shelters for the Installed Equipment. As such, all costs related to the purchase, delivery and installation of the Telecommunications Equipment Shelters will be borne by Company.~~
- ~~4. In the event that Ooredoo discover Installed Infrastructure and/or Installed Equipment that was not approved in accordance with the procedure above Ooredoo may~~

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~~retrospectively charge the applicable Site Sharing Fees from the date of the Agreement and/or may request Company to dismantle such installations immediately.~~

- ~~5. Company will be solely responsible for removing Installed Infrastructure and Installed Equipment from the Approved Co-Location Sites within two months of the termination of this Agreement, failing which Ooredoo will remove all Installed Infrastructure and Installed Equipment and will charge Company accordingly.~~
- ~~6. The following conventions shall be applied while calculating the Approved Co-Location Sites. These conventions are meant to standardize the calculation of areas and maintain a sufficient space margin for the surroundings of an occupied plot.~~

SL No.	Item	Total Area (sq.m)				
		Actual Occupied Plot	Front Margin (m)	Rear Margin (m)	Right Margin (m)	Left Margin (m)
1	Shelter	Depends on the type	1	1	0.5	0.5
2	Outdoor Cabinet	Depends on the type	1	1	0.5	0.5
3	Shade	Depends on the type	0.5	0.5	0.5	0.5
4	Diesel Generator	Depends on the type	0.5	0.5	0.5	0.5
5	Fuel Tank	Depends on the type	0.5	0.5	0.5	0.5

Access Seeker ~~CO-LOCATION WITHIN OOREDOO PREMISES (INDOOR)~~

1. ~~Each request for Co-Location Services shall be initiated by Company by the submission of a Co-Location Approval Request Form. Ooredoo has the right to immediately reject any co-location request if Ooredoo observes any missing details in the request.~~
2. ~~Ooredoo reserves the right not to offer the requested or surveyed location for plot co-location at its own discretion, in which case Ooredoo will inform Company accordingly.~~
3. Company may install active and non-active network equipment at the Approved Co-Location Sites.
4. Ooredoo will provide a lockable cage around the Approved Co-Location Site for the purpose of protecting the Installed Equipment.
5. Ooredoo will provide the required light, air conditioning, fire extinguishing equipment and fire and burglary alarms to the Approved Co-Location Sites.
6. Ooredoo will provide a separate duct for wiring at each Approved Co-Location Site.
7. In the event that Ooredoo discover Installed Infrastructure and/or Installed Equipment that was not approved in accordance with the procedure above Ooredoo may retrospectively charge the applicable Site Sharing Fees from the date of the Agreement and/or may request CompanyAccess Seeker to dismantle such installations immediately.
8. CompanyAccess Seeker will be solely responsible for removing all Installed Infrastructure and/or Installed Equipment, cabling and other related infrastructure and equipment within two months of the termination of this Agreement, failing which Ooredoo will remove all Installed Infrastructure and Installed Equipment and will charge CompanyAccess Seeker accordingly.

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SCHEDULE 2

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SITE SHARING FEES

The charges for co-location of a shelter / outdoor cabinet / shade / generator / fuel tank at an Approved Co-Location Site shall be calculated as follows:

Land Location for Plot Co-Location (outdoor)	Annual charges per SQR Meter (OMR)
Muscat and Batina Region	72
All other Regions	68

The charges for co-location of Installed Equipment at an Approved Co-Location Site shall be calculated as follows:

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Service Description	(Yearly charges in OMR)
Co-location (indoor)	612 OMR per square meter

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The purchase price of the Telecommunications Equipment Shelters is:

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Shelter Description	(Unit Charges in OMR)
Shelter 3.4x3m	22,500
Shelter 3.4x5m	25,500

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SCHEDULE 3

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COLOCATION APPROVAL REQUEST FORM

Date:

Site(s) Name:

Description:

Ooredoo Reviewed and Approved

Name:

Signature:

Site& Equipment Detail

Project Name		Date	
		Site ID	
1. Method of proposed Co-Location			
2. Evidence of site survey report with photographs, HSE report and plan of proposed layout attached			
3. Site, Building and Equipment			
Equipment Room/Shelter			
Existing site type			
Location of the Equipment Room/Shelter			
Height of the Room/Shelter			
Building Height			
Equipment Detail			

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