The United Arab Emirates

PUBLIC TELECOMMUNICATION LICENSE No. 2/2006

Between:

The General Authority for Regulating the Telecommunication Sector (TRA)

and

Emirates Integrated Telecommunications Company PJSC (EITC)
Table of Contents

ARTICLE 1 – DEFINITIONS AND APPENDICES
1.1 Definitions .................................. 7
1.2 Appendices............................... 13
1.3 Interpretation............................ 13

ARTICLE 2 - LICENSE ..................... 13
2.1 Issuance of License................. 13
2.2 Roll-Out and Coverage............ 14

ARTICLE 3 - CONDITIONS OF LICENSE ................................. 14
3.1 General...................................... 14
3.2 Compliance with Law and Regulatory Framework .......... 15
3.3 Eligibility ..................................... 15
3.4 Ownership and Control ........... 16
3.5 Quality of Service..................... 17
3.6 Standard of Conduct .......... 17
3.7 Regulation of Prices, Terms and Conditions .......... 18

ARTICLE 4 - ROYALTIES AND FEES18
4.1 Royalties................................... 18
4.2 License Application Fee.......... 18
4.3 Initial License Fee................. 18
4.4 Annual License Fee ............... 19
4.5 Radio Spectrum Authorization Fees .......................................... 19

Public Telecommunication License No. 2/2006 (EITC)
ARTICLE 5 - FINANCIAL REPORTING TO THE TRA

5.1 Books of Account
5.2 Access to Information
5.3 Annual Reporting
5.4 Other Financial Information and Reports

ARTICLE-6-OPERATIONAL REPORTING

6.1 Periodic Reporting
6.2 Other Information and Reports
6.3 Submission of Information and Reports
6.4 Access to Licensee Premises.

ARTICLE 7 - ANTI-COMPETITIVE PRACTICES

7.1 Prohibitions
7.2 Obligations
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Public Emergencies</td>
<td>27</td>
</tr>
<tr>
<td>8.2</td>
<td>Public Interest, Safety and National Security</td>
<td>27</td>
</tr>
<tr>
<td>8.3</td>
<td>Assumption of Control</td>
<td>28</td>
</tr>
<tr>
<td>9.1</td>
<td>Customer Relations</td>
<td>28</td>
</tr>
<tr>
<td>9.2</td>
<td>Code of Practice for Customer Affairs</td>
<td>29</td>
</tr>
<tr>
<td>9.3</td>
<td>TRA Customer Dispute Resolution</td>
<td>30</td>
</tr>
<tr>
<td>9.4</td>
<td>Customer Invoices</td>
<td>31</td>
</tr>
<tr>
<td>9.5</td>
<td>Services Made Available to Customers Free of Charge</td>
<td>31</td>
</tr>
<tr>
<td>10.1</td>
<td>Interconnection</td>
<td>32</td>
</tr>
<tr>
<td>10.2</td>
<td>Guiding Principle</td>
<td>34</td>
</tr>
<tr>
<td>10.3</td>
<td>Interconnection Dispute Resolution</td>
<td>34</td>
</tr>
<tr>
<td>10.4</td>
<td>Oversight of Interconnection and Related Agreements</td>
<td>35</td>
</tr>
<tr>
<td>10.5</td>
<td>National Roaming Services</td>
<td>36</td>
</tr>
<tr>
<td>11</td>
<td>Commercial Agreements</td>
<td>36</td>
</tr>
</tbody>
</table>
ARTICLE 12 - OPERATION AND MAINTENANCE .............. 37
12.1 Network Efficiency .................. 37
12.2 Interoperability ...................... 37
12.3 Interruption of Service .............. 38
12.4 Environmental Protection ....... 39
12.5 Construction .......................... 39
12.6 Access to and Use of Land ....... 39

ARTICLE 13 - TECHNICAL OBLIGATIONS .................. 40
13.1 Numbering and Related Functions .................. 40
13.2 Calling Line Identification ....... 41
13.3 Number Portability ..................... 41
13.4 Carrier Selection and Carrier Pre-selection ................ 41
13.5 Technology ............................ 42
13.6 Telecommunication Apparatus 42

ARTICLE 14 - SPECTRUM .................. 43
14.1 Frequency Authorization ....... 43
14.2 Site Approval .......................... 44
14.3 Frequency Coordination ....... 44
14.4 Interference .......................... 45
14.5 Telecommunication Apparatus Use .................. 46
14.6 Access to Facilities and Telecommunication Apparatus 46
14.7 Environmental Issues .......... 47

ARTICLE 15 - TERM, RENEWAL, MODIFICATION, SUSPENSION, REVOCATION, AND TERMINATION ................. 48
15.1 Term .................................. 48
15.2 Renewal ................................ 48
15.3 Modification ...................... 49
15.4 Suspension for Breach .......... 49
15.5 Revocation ........................... 49
15.6 Termination ........................... 49

ARTICLE 16 - OTHER PROVISIONS 50
16.1 Notice .................................. 50
16.2 Order of Precedence ............ 51
16.3 Penalties ............................... 51
16.4 Confidentiality ..................... 53
16.5 Force Majeure ....................... 54
16.6 Language .............................. 54

APPENDIX 1 - ROLL-OUT and COVERAGE .......................... 56
ARTICLE 1 – DEFINITIONS AND APPENDICES

1.1 Definitions

Unless the subject matter or context otherwise requires, the following capitalized terms shall have the following meanings:

1.1.1 Affiliate means in relation to any one Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common Control with such specified Person.

1.1.2 Ancillary Services means services provided that are associated with or incidental to the provision of Telecommunication Services, including but not limited to directory assistance, directory inquiry, directory database and operator services.

1.1.3 Change in Control means any transaction, sale, contract, re-capitalization or other reorganization or merger that results in a Change in Control of the Licensee, including any transaction or series of transactions occurring after the
Effective Date as a result of which the holders of the voting securities or equity interests of the corporation immediately after establishment hold less than a majority of the voting power or equity interest in the Licensee after the transaction.

1.1.4 **Companies Law** means the Commercial Companies Law Federal Law No. (8) of 1984 concerning commercial companies as may be amended or replaced from time to time.

1.1.5 **Control** means the ownership of more than fifty percent (50%) of the voting interests in the subject Person and/or the ability to control in fact the business and affairs of the subject Person, whether by ownership, contract or otherwise.

1.1.6 **Customer** means any Person who has made arrangements with the Licensee to receive Services from the Licensee under the Licensee's general terms and conditions.

1.1.7 **Effective Date** means the date specified by the Supreme Committee in the License Grant.
1.1.8 **Emergency Calls** means calls made to designated emergency numbers such as public police, fire, ambulance or other emergency services designated by the TRA.

1.1.9 **Executive Order** means the Executive Order issued pursuant to the Federal Law by Decree No.3 of 2003 as may be amended or replaced from time to time.

1.1.10 **License** means this document which is issued pursuant to the provisions of the Federal Law by Decree No. 3 of 2003 as may be amended or replaced from time to time and its Executive Order which allows the Licensee to carry out any of the regulated activities.

1.1.11 **Licensee** means the entity listed on the front cover of the License.

1.1.12 **License Grant** means the document signed by the Supreme Committee by which the License comes into force.

1.1.13 **Other Licensed Operators** means entities other than the Licensee as may be Licensed by the Supreme Committee pursuant to the provisions of the
Telecommunications Law and its Executive Order.

1.1.14 **Person** means any personal or juridical entity as the case may be.

1.1.15 **Regulatory Body** means the Supreme Committee and/or the TRA as the case may be.

1.1.16 **Regulatory Framework** means the policies, regulations; orders, resolutions; procedures, guidelines and other such determinations as may be made or amended by the Regulatory Body.

1.1.17 **Services** mean those services as authorized in the License.

1.1.18 **Supreme Committee** means the committee established for the supervision of the telecommunication sector pursuant to the provisions of Article (2) of the Federal Law by Decree No. 3 of 2003.

1.1.19 **Telecommunication Apparatus** means apparatus made or adapted for use in transmitting, receiving or conveying any of the Telecommunication Services through a Telecommunication Network.
1.1.20 **Telecommunications Law** means the Federal Law by Decree No.3 of 2003 as may be amended or replaced from time to time.

1.1.21 **Telecommunication Network** means a system comprising one or more items of apparatus or means of communication medium for broadcasting, transmission, switching or receiving of Telecommunication Services, by means of electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and any other means of communication medium.

1.1.22 **Telecommunication Service** means the service of transmitting, broadcasting, switching or receiving by means of a Telecommunication Network of any of the following:
1. wired and wireless cable and radio telecommunications;
2. voice, music and other sounds;
3. visual images;
4. signals used in transmission other than the production and broadcasting of programs;
5. signals used to operate or control any machinery or apparatus;
6. the installation, maintenance, adjustment, repair, replacement moving, or removal of apparatus.
which is or will be connected to a Public Telecommunication Network;

7. the installation, maintenance and operation of networks for telegraph, telephone, telex, leased circuits, domestic and international data networks, internet and wireless transmission;

8. any other Telecommunication Services approved by the Supreme Committee,

but does not include any services used in the production and broadcasting of programs.

1.1.23 **TRA** means the General Authority for Regulating the Telecommunication Sector.
1.2 Appendices

The following Appendix annexed hereto forms an integral part of this License and is subject to all the terms and conditions set out herein:

Appendix 1 ROLL-OUT and COVERAGE.

1.3 Interpretation

1.3.1 References in the License to the singular include the plural and vice versa.

1.3.2 The terms “hereof,” “herein” and similar expressions refer to the License in its entirety, unless expressly provided for to the contrary.

ARTICLE 2 - LICENSE

2.1 Issuance of License

2.1.1 The TRA hereby signs with the Licensee a License to install, operate and manage a Public Telecommunication Network and to provide Telecommunication Services as specified in this article of the License.
2.1.2 The issuance of the License will be subject to acquiring the License Grant by the Supreme Committee after the signature of the License. The License shall come into force upon the issuance of the License Grant.

2.1.3 [CONFIDENTIAL]

2.2 Roll-Out and Coverage

2.2.1 The Licensee shall deploy and roll out its Telecommunication Network and related Services, and provide and maintain service coverage in accordance with the requirements set forth in Appendix 1.

2.2.2 The Licensee shall have its Services commercially available in accordance with the time timescale set forth in Appendix 1.

ARTICLE 3 - CONDITIONS OF LICENSE

3.1 General

The Licensee shall ensure that it complies with each of the terms and conditions set out in the License at all times during its term. The Licensee acknowledges that failure to comply with any such terms or conditions, unless expressly waived by the
Supreme Committee in accordance with the Telecommunications Law and its Executive Order, may constitute grounds for suspension and/or revocation of the License and/or the imposition of fines and/or penalties in accordance with the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time.

3.2 Compliance with Law and Regulatory Framework

The Licensee shall comply with all laws of the UAE applicable to its operations, including, but not limited to the Telecommunications Law. In addition, the Licensee shall comply with the Regulatory Framework and all directives of the Government of the UAE, including, but not limited to international treaties that have been recognized by the Government of the UAE and given the force of law in the UAE.

3.3 Eligibility

The Licensee shall be a UAE juridical entity established and in good standing under the laws of the UAE as may be amended or replaced from time to time.

3.2 الالتزام بالقانون والإطار التنظيمي

على المرخص له الالتزام بجميع القوانين في دولة الإمارات العربية المتحدة ذات العلاقة بأعماله بما في ذلك على سبيل المثال لا الحصر قانون الاتصالات. بالإضافة إلى ذلك، على المرخص له الالتزام بالإطار التنظيمي وجميع توجيهات الحكومة في دولة الإمارات العربية المتحدة بما في ذلك على سبيل المثال لا الحصر المعاهدات الدولية التي يتم الاعتراف بها من قبل الدولة وتم إعطاؤها قوة القانون.

3.3 الأهلية

يجب أن يكون المرخص له قد تأسس كشخص اعتباري إماراتي وفقاً لأحكام القوانين السارية في دولة الإمارات العربية المتحدة وأية تعديلات أو تبدلاً تطأ على القوانين من وقت لآخر، وأن يكون لها مكانة وملاءة.
3.4 Ownership and Control

3.4.1 The Licensee may provide any or all of the Services through an Affiliate or may subcontract the provision of any or all of the Services to another Person or entity with prior written approval of the Regulatory Body provided that the Licensee shall continue to be fully liable for any obligations in relation to the provision of such Services. If the Affiliate is and remains wholly owned by the Licensee, the prior written approval of the Regulatory Body shall not be required provided that the Regulatory Body shall always be notified of such arrangements.

3.4.2 Any Change in Control of the Licensee shall require the prior written approval of the Supreme Committee.

3.4.3 The License may not be sold, assigned or pledged as security, in whole or in part, without the prior written consent of the Supreme Committee.

3.4.4 The Licensee shall provide the TRA, where applicable, a copy of its shareholders agreement, articles of association, its bylaws, registration certificate and any other documents relevant to its formation and status. The Licensee shall notify the TRA of

لا يجوز بيع الرخصة كلياً أو جزئياً أو تحويلها للغير أو رهنها كضمان ما لم يتم الحصولعلى الموافقة الخطية المسبقة من قبل اللجنة العليا.

3.4.1 للمرخص له تزويد أي أو جميع الخدمات التي يقدمها من خلال التابع، كما يجوز للمرخص له أن يتعاقد فرعياً لتزويد بعض أو جميع الخدمات التي يقدمها من خلال شريك أو كيان وذلك شريطة الحصول على موافقة خطية مسبقة من الهيئة التنظيمية على أن يبقى المرخص له مسؤولياً مسؤولية كاملة عن إية إلتزامات متعلقة بتزويد هذه الخدمات. وفي حال أن كان التابع مملوكاً بالكامل من قبل المرخص له وباقي كذلك فإن الموافقة المسبقة من الهيئة التنظيمية لن تكون مطلوبة على أن يتم إشعار الهيئة التنظيمية بشكل مسبق مثلاً تلك الترتيبات.

إن أي تغيير في السيطرة على المرخص يقتضي موافقة اللجنة العليا الخطية المسبقة.

يتبعه عن المرخص له توزيع هيئة تنظيم الإتصالات عند المقترض، بصورة إتفاقية المشاركة الخاصة به وعقد التأسيس والطاقم الأساسي والأنظمة الداخلية وشهادة التسجيل وأية وثائق أخرى تتعلق بتأسيس وحالته، كما يتعين على المرخص له إشعار هيئة تنظيم
any material changes in these documents.

3.5 Quality of Service

a) Quality of service for all Services offered by the Licensee shall meet or exceed the quality of service obligations contained in the Regulatory Framework in effect at the time.

b) For the purposes of the roll-out and coverage requirements as specified in Appendix 1, quality of service must meet or exceed the quality of service obligations contained in the Regulatory Framework in effect at the time. Coverage requirements will be considered met only if the area where service is provided meets or exceeds quality of service standards.

3.6 Standard of Conduct

The Licensee shall not use or knowingly permit the use of its Services for any purpose that violates the Telecommunications Law or any other applicable laws or the Regulatory Framework in effect at the time. The Licensee shall endeavor to take all reasonable action to ensure that its Services are not used for any such purposes.
3.7 Regulation of Prices, Terms and Conditions

The prices that the Licensee may charge its Customers in connection with its Services, as well as the terms and conditions, are subject to regulation by the TRA as specified in the Regulatory Framework in effect at the time.

ARTICLE 4 - ROYALTIES AND FEES

4.1 Royalties

The Licensee shall pay a royalty as determined by the Supreme Committee in accordance with payment procedures as determined by the TRA. The royalty may be adjusted from time to time.

4.2 License Application Fee

The Licensee shall pay to the TRA a License application fee in the amount of AED 300,000 (three hundred thousand Dirhams).

4.3 Initial License Fee

The Licensee shall pay to the TRA an initial license Fee of AED 124,500,000 (One hundred and twenty four million, five hundred thousand Dirhams).
hundred thousand Dirhams) in accordance with a payment schedule as determined by the Supreme Committee.

4.4 Annual License Fee

The Licensee shall pay an annual license fee as determined by the Supreme Committee in which may be amended from time to time. The license fee shall be payable in accordance with payment procedures as determined by the TRA.

4.5 Radio Spectrum Authorization Fees

The Licensee shall pay the frequency spectrum fees in accordance with the prevailing spectrum usage fees as published by the TRA.

4.6 Universal Service Financial Obligations

The Licensee shall fulfill any financial obligations related to universal service as specified in the Regulatory Framework in effect at the time.

4.7 Telecommunications and Information Technology Development Fund Fee

The Licensee shall pay an annual fee related to the establishment and operation
of a telecommunications and information technology development fund. This fee shall be calculated as 1% of the Licensee’s total revenues as may be amended by the Supreme Committee from time to time. The telecommunications and information technology development fund fee shall be payable in accordance with payment procedures as determined by the TRA.

4.8 Number Allocation Fees

The Licensee shall pay a fee for prefixes, ranges, blocks of numbers or individual numbers in accordance with the Regulatory Framework in effect at the time.

ARTICLE 5 - FINANCIAL REPORTING TO THE TRA

5.1 Books of Account

5.1.1 In addition to obligations pertaining to books of account pursuant to any laws, the Licensee shall keep, at its principal place of business within the UAE, accurate and up-to-date books of account in accordance with the Regulatory Framework in effect at the time. All financial information submitted by the Licensee to the TRA shall be
5.1.2 The Licensee shall maintain distinct and separate book of accounts as directed by the TRA.

5.1.3 For the purpose of maintaining the books of accounts referred to in Article 5.1.1, the financial year shall coincide with the calendar year commencing from the month of January and ending in December.

5.1.4 The books of account of the Licensee shall be audited by a reputable, independent firm of auditors duly registered as such in the UAE and approved by the TRA.

5.1.5 The Licensee shall preserve those financial records referred to in Article 5.1.1 for a minimum period of ten (10) years after the end of the financial period.

5.2 Access to Information

On request, the TRA shall have access to the books and records of the Licensee.

5.1.2 Upon the license for a book of accounts, it will be maintained by the Licensee. For the purpose of maintaining the book of accounts referred to in Article 5.1.1, the financial year shall coincide with the calendar year commencing from the month of January and ending in December. The books of account of the Licensee shall be audited by a reputable, independent firm of auditors duly registered as such in the UAE and approved by the TRA. The Licensee shall preserve those financial records referred to in Article 5.1.1 for a minimum period of ten (10) years after the end of the financial period.

5.1.3 For the purpose of maintaining the book of accounts referred to in Article 5.1.1, the financial year shall coincide with the calendar year commencing from the month of January and ending in December. The books of account of the Licensee shall be audited by a reputable, independent firm of auditors duly registered as such in the UAE and approved by the TRA.

5.1.5 The Licensee shall preserve those financial records referred to in Article 5.1.1 for a minimum period of ten (10) years after the end of the financial period.

5.2 Access to Information

On request, the TRA shall have access to the books and records of the Licensee.

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On request, the TRA shall have access to the books and records of the Licensee.
5.3 Annual Reporting

The following shall comprise the minimum reporting obligations of the Licensee:

5.3.1 Submission of an annual budget (capital and operating) and business plan, to be submitted within one month of commencement of the new financial year.

5.3.2 Within four (4) months following the end of each fiscal year of the Licensee, the Licensee shall file with the TRA five (5) copies of the annual report.

5.4 Other Financial Information and Reports

The Licensee shall also provide any other financial information and reports deemed relevant by the TRA.
ARTICLE-6-OPERATIONAL
REPORTING

6.1 Periodic Reporting

In addition to the foregoing, the Licensee shall submit to the TRA, in a format and within a timeframe determined by the TRA, operating information and performance statistics including but not limited to the following:

6.1.1 Quality of Service:

a) the quality of service results achieved during the applicable period; and

b) an explanation of the reason for any missed quality of service requirement along with the planned remedy and estimated time frame to meet the requirement.

6.1.2 Operating information and performance statistics as determined by the TRA.

6.1.3 Other Information:

a) all material instances in which, as far as the Licensee is aware, the Licensee's obligations under any provisions of the License have not been met, together with an explanation for such missed obligations; and

b) an explanation of the reason for any missed quality of service requirement along with the planned remedy and estimated time frame to meet the requirement.
b) Any other operational information deemed relevant by the Licensee or requested by the TRA.

6.2 Other Information and Reports

From time to time the TRA may require information, studies or special reports to aid the TRA in its oversight of License and Regulatory Framework compliance, telecommunication sector developments or any other such matters deemed relevant by the TRA. The Licensee shall provide such information within a time interval and in a format determined by the TRA.

6.3 Submission of Information and Reports

Any information or reports provided to the TRA shall be provided by an employee of the Licensee who is so authorized. The authorized employee shall provide the information or reports in a timely manner and shall confirm, so far as the Licensee is aware, that the information being provided is accurate and complete.

6.4 Access to Licensee Premises

The TRA shall have access to all premises of the Licensee and the information therein to enable the TRA to perform its duty in accordance with the
Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time.

**ARTICLE 7 - ANTI-COMPETITIVE PRACTICES**

**7.1 Prohibitions**

The Licensee shall not alone or together with others, engage in or continue, or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall not:

a) engage in any activity deemed anti-competitive by UAE laws or by the Regulatory Framework in effect at the time;

b) engage in any anti-competitive cross-subsidization of any Telecommunication Services offered by it, except as approved by the Regulatory Body;

c) engage in the abuse of its market position;

d) show undue discrimination against a Person regarding the terms and conditions upon which the Licensee provides a Telecommunication Service to that Person;

The Licensee shall not alone or together with others, engage in or continue, or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall not:

- a) engage in any activity deemed anti-competitive by UAE laws or by the Regulatory Framework in effect at the time;
- b) engage in any anti-competitive cross-subsidization of any Telecommunication Services offered by it, except as approved by the Regulatory Body;
- c) engage in the abuse of its market position;
- d) show undue discrimination against a Person regarding the terms and conditions upon which the Licensee provides a Telecommunication Service to that Person;
e) enter into any exclusive arrangements with third parties for the location of its facilities that provide the Service;

f) enter into any agreements, arrangements or undertakings with any Person which have as their objective or effect the fixing of prices or any other restraint on competition; or

g) use information obtained from competitors or Customers if the object or effect of such use is anti-competitive.

7.2 Obligations

The Licensee shall:

a) make information available to Other Licensed Operators on a timely basis with respect to essential facilities and other relevant information that is necessary for them to provide Telecommunication Services;

b) cooperate with Other Licensed Operators in order to facilitate the provision of Telecommunication Services.

ه) الدخول في ترتيبات وتنسيقات حصرية مع أي شخص ثالث بخصوص مواقع المرافق التي تزود الخدمة،

و) الدخول في أي اتفاقيات أو ترتيبات أو تعاقدات مع أي شخص بهدف التأثير على تحديد أو تثبيت الأسعار أو أي قيود أخرى على المنافسة.

ز) استخدام المعلومات التي تم تحصيلها من المنافسين أو المشاركين بشكل يقل بالمنافسة.

7.2 الإلتزامات

يتعين على المرخص له الإلتزام بما يلي:

أ) إتاحة المعلومات لمرخصهم الآخرين والمرتبطة بالمرافق الضرورية بالإضافة إلى المعلومات ذات العلاقة والضرورية لهم لتقديم خدمات الاتصالات،

ب) التعاون مع المرخص لهم الآخرين لتسهيل تزويد خدمات الاتصالات.
ARTICLE 8 - PUBLIC EMERGENCIES, INTEREST, SAFETY AND NATIONAL SECURITY

8.1 Public Emergencies

If a competent authority declares that a public emergency has arisen, the Licensee shall comply with any direction whatsoever that may be given by the TRA or other competent authority with respect to the property of the Licensee or its use or operation thereof.

8.2 Public Interest, Safety and National Security

The Licensee shall comply with any directions as the TRA or other competent authority may issue from time to time on matters relating to public interest, safety and/or national security. The Licensee shall maintain calling party/called party details and subscriber information in accordance with any measures issued by any competent authority responsible for public interest, safety and national security. The Licensee also undertakes to install at its own expense any equipment required to allow access to its Telecommunication Network and/or the retrieval and storage of data for reasons of public interest, safety and national security. This obligation shall extend to the provisioning of the facilities terminating at the premises of a competent authority and shall be provided without charges of

المادة 8- الطوارئ العامة والمصلحة العامة والسلامة والأمن الوطني

8.1 الطوارئ العامة

في حال أعلان الجهات المعنية لحالة الطوارئ العامة فإنه يتعين على المرخص له الالتزام بجميع التوجيهات مهما كانت والصلاة عن هيئة الإتصالات الإتصالات أو أية جهة أخرى صاحبة اختصاص وذلك فيما يتعلق باستخدام أو عمل أو الملكية المرخص له.

8.2 المصلحة العامة والسلامة والأمن الوطني

يتعين على المرخص له الالتزام باية توجيهات تصدر من فترة إلى أخرى عن هيئة تنظيم الإتصالات أو أية جهة أخرى مخصصة في الأمور المتعلقة بالمصلحة العامة والسلامة والأمن الوطني. كما يتعين على المرخص له حفظ التفاصيل المتعلقة بالإتصالات سواء الواردة أو المتعلقة بالمعايير المتعلقة المعلومات المتعلقة بالشروط وفقاً للمعايير المطلقة من الجهات المعنية والمسؤولية عن المصلحة العامة والسلامة والأمن الوطني. كما يتعين على المرخص له على نفقته الخاصة تركيب أية معدات لازمة لإتاحة الدخول إلى شبكتها أو لإسترجاع أو حفظ البيانات لأسباب تتعلق بالمصلحة العامة والسلامة والأمن الوطني. إن الإلتزام السابق على عائق المرخص له يمتد ليشمل تقديم المراقبة التي تنتهي في ذات مواقع الجهات المعنية ويتبع القسم بهذا الإلتزام دون أي مقابل. علاوة على ذلك، يتعين
any kind. Furthermore, the Licensee shall not undertake to provide any services which do not meet the requirements of any competent authority responsible for public interest, safety and national security.

8.3 Assumption of Control

In the event that the TRA or other competent authority’s direction includes the provision for a Person authorized by the TRA or the other competent authority to assume control, either in whole or in part, of the Licensee’s Services and/or Telecommunication Network, then the Licensee shall comply with such direction and shall cooperate with such Person provided that such direction is received in writing by the Licensee.

ARTICLE 9 - RELATIONSHIP WITH CUSTOMERS

9.1 Customer Relations

The Licensee shall maintain adequate trained personnel to receive and respond promptly to complaints and disputes from Customers. The Licensee shall take all reasonable action to promptly remedy and avoid the recurrence of the cause of all Customer complaints and disputes that relate to the quality, availability, delivery or billing of its Services. The Licensee shall

8.3 تخویل السيطرة

في حال أصدرت هيئة تنظيم الاتصالات أو أية جهة مكلفة بتوجيهاتها بأن يتعين أحد أعضائها مخولًا من هيئة تنظيم الاتصالات أو من الجهات المعنية السيطرة سواء كانت السيطرة كاملة أو جزئية على الخدمات التي يقدمها المرخص له وأو لشبكة الاتصالات فإنه يتعين على المرخص له الالتزام بهذا التوجيه والتعاون مع ذلك الشخص على أن يصل مثل هذا التوجيه خطياً إلى المرخص له.

المادة 9- العلاقة مع المشتركين

9.1 علاقات المشتركين

على المرخص له توفير ما يلزم من موظفين مدربين لتلقي الإلتحاء والإجابة دون إبطاء على الشكاوى والمنازعات الخاصة بالمشتركيين، كما يتعين عليه إتخاذ جميع الإجراءات المعقولة لمعالجة الأسئلة ولتجنب تكرار أسباب الشكاوى ونزاعاتهم ذات العلاقة بجودة الخدمة وتوفيرها وتسليمها وفوترتها. بالإضافة إلى ذلك، يتعين علي
also take all necessary measures to ensure that amounts due to Customers are paid promptly and in full.

9.2 Code of Practice for Customer Affairs

9.2.1 The Licensee shall prepare and publish a Code of Practice for the Licensee’s Customers in respect of any issues relating to the provision of service by the Licensee. The Code of Practice shall be in accordance with the Regulatory Framework in effect at the time and shall contain at a minimum, information concerning the following:

a) prices, terms and conditions of Service;
b) privacy of Customer information;
c) billing method and cycle;
d) denial of service;
e) cancellation and restoration of Service;
f) subscriber contract;
g) handling of complaints;
h) options for directory listing information; and
i) reserve for subscriber refunds and deposits.

9.2.2 The Code of Practice shall be submitted to the TRA for review and approval in a timescale determined by the TRA.

The Code of Practice shall be submitted to the TRA for review and approval in a timescale determined by the TRA.
9.2.3 The Code of Practice shall be amended or replaced from time to time in accordance with any additions, deletions or modifications to the Regulatory Framework in effect at the time. Such revised Code of Practice shall be submitted to the TRA for review and approval.

9.2.4 The Licensee shall keep a record of all Customer complaints for no less than three (3) years and shall furnish this information to the TRA in a format and timeframe determined by the TRA.

9.2.5 The Licensee shall make every reasonable effort to resolve disputes with its Customers in a timely manner.

9.3 TRA Customer Dispute Resolution

In the event of a dispute relating to the Code of Practice remaining unresolved between the parties in dispute or in certain cases when a complaint is referred directly to the TRA, the TRA may resolve the issues between the parties in accordance with the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time. In all cases, the Licensee shall cooperate fully with the TRA to achieve a resolution.

9.3 تسوية هيئة تنظيم الإتصالات لنزاعات المشتركين

في حال لم يتم التوصل إلى حل نزاع يتعلق بالقواعد المهنية بين الأطراف أو في بعض الحالات إذا ما أُجلِّلَت الشكوى مباشرة إلى هيئة تنظيم الإتصالات، فإن الهيئة تنظيم الإتصالات تسوية هذه الأمور بين الأطراف وفقًا لقانون الإتصالات واللائحة التنفيذية والإطار التنظيمي النافذ. وفي جميع الأحوال فإن على المرخص له التعاون الكامل مع هيئة تنظيم الإتصالات تسوية شكاوى المشتركين.
with the TRA for the resolution of Customer complaints.

9.4 Customer Invoices

9.4.1 All Customer invoices rendered by the Licensee in respect of the Services shall be prepared in accordance with the Regulatory Framework in effect at the time.

9.4.2 The Licensee shall ensure that bills are accurate and transparent.

9.4.3 The Licensee shall establish a procedure to ensure and validate the accuracy of its billing system. The Licensee shall retain all billing information for two years or for a period mandated by any competent authority, whichever is longer. This information may be reviewed or furnished to the TRA or any competent authority upon request.

9.5 Services Made Available to Customers Free of Charge

9.5.1 The Licensee shall ensure that Customers shall have free access to the emergency call service numbers designated by the TRA for Emergency Calls.

9.5.2 The Licensee shall ensure that Customers have access to other
services free of charge, when deemed by the TRA to be in the public interest.

ARTICLE 10 - INTERCONNECTION

10.1 Interconnection

10.1.1 The Licensee acknowledges that interconnection between the Licensee’s Telecommunication Network and any Other Licensed Operator’s Telecommunication Network in the UAE is governed by the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time, and the terms of any interconnection agreement with that Other Licensed Operator. In any cases of conflict between an interconnect agreement in effect and the Regulatory Framework in effect at the time, the Regulatory Framework shall take precedence.

10.1.2 The TRA shall endeavor to cause Other Licensed Operators to act fairly and on a non-discriminatory basis in accordance with applicable law, the Regulatory Framework in effect at the time and the terms of their Licenses in all business dealings with the Licensee.

10.1.1 يقرر المرخص له بأن الربط البيني بين شبكة الإتصالات العادية له وبين شبكة إتصالات المرخص لهم الآخرين في دولة الإمارات العربية المتحدة محكومة بقوانين الإتصالات واللائحة التنفيذية والإطار التنظيمي النافذ وأحكام إتفاقية الربط البيني بينه وبين المرخص له الآخر وفي حال وجود أي تناقض بين إتفاقية الربط البيني النافذة وبين الإطار التنظيمي النافذ فأن الإطار التنفيذي هو الذي يسمى ويطبق.
10.1.3 The Licensee shall act fairly and without discrimination in all business dealings with Other Licensed Operators and shall cooperate with Other Licensed Operators to ensure interconnection and interoperability and to facilitate the provision of Telecommunication Services to all users throughout the UAE.

10.1.4 The Licensee shall satisfy in a timely and efficient manner all requests from Other Licensed Operator’s for interconnection and mobile site sharing.

10.1.5 In addition to the obligations specified in Article 10.1.4, if the Licensee is designated by the TRA as having market power in a relevant market, the Licensee shall satisfy in a timely, efficient and cost based manner all requests from Other Licensed Operators for interconnection, co-location or sharing of sites, infrastructure or facilities.

10.1.6 At the discretion of the TRA, the procedures applicable for interconnection to the Licensee’s Telecommunication Network shall be made publicly available.
10.1.7 The Licensee shall send a copy of its interconnection agreements to the TRA for review/approval and shall make publicly available its interconnection agreements at the discretion of the TRA.

10.1.8 The Licensee shall work cooperatively with Other Licensed Operators for the resolution of Customer issues when a Customer is shared by multiple Licensees.

10.2 Guiding Principle

Subject to interconnection being in place either by agreement or by order of the TRA, the Licensee undertakes to adhere to the guiding principle that its Customers must be able to place calls to or receive calls from any valid telephone number.

10.3 Interconnection Dispute Resolution

10.3.1 The Licensee shall follow the dispute resolution procedures specified in the Regulatory Framework in effect at the time.

10.3.2 If so directed by the TRA, the Licensee shall interconnect its Telecommunication Network with any Other Licensed Operator with which it has a dispute. During the period of any dispute, the Licensee shall keep its Telecommunication...
Network connected to the Telecommunication Network of the Other Licensed Operator with which it is in dispute. The Licensee shall not disconnect the Other Licensed Operator's Telecommunication Network without the prior written approval of the TRA.

10.3.3 At the discretion of the TRA, costs associated with the review and resolution by the TRA of a dispute between the Licensee and the Other Licensed Operator may be borne by the Licensee and the Other Licensed Operator in a manner directed by the TRA.

10.4 Oversight of Interconnection and Related Agreements

All interconnection or related agreements requiring the oversight of the TRA between the Licensee and any Other Licensed Operator shall be submitted for review and/or approval by the TRA. The Licensee shall not give effect to any such agreement until it has been reviewed and/or approved by the TRA. The TRA reserves the right to require modifications to the interconnection or related agreements in accordance with the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time.
10.5 National Roaming Services

10.5.1 In accordance with the Regulatory Framework in effect at the time, the Licensee shall be entitled to make use of national roaming services to be provided by Etisalat in the geographic or population coverage areas where facilities based coverage is not yet required, as specified in the roll-out of the mobile network component of the Licensee’s Network, as defined in Appendix 1 of the License.

10.5.2 Once the Licensee is required to serve an area with its own Telecommunication Network in accordance with Appendix 1, the Licensee’s entitlement to make use of these national roaming services will cease in that area.

ARTICLE 11 – COMMERCIAL AGREEMENTS

The Licensee shall make available to the TRA a copy of the Licensee’s commercial agreements with Other Licensed Operators, telecommunications service providers and other telecommunication related entities as may be required by and at the discretion of the TRA.
ARTICLE 12 - OPERATION AND MAINTENANCE

12.1 Network Efficiency

Throughout the term of the License, the Licensee shall use its best efforts to ensure the efficient maintenance and operation of its Telecommunication Network.

12.2 Interoperability

The Licensee shall comply with the Regulatory Framework, including technical specifications, in order to ensure interoperability of its Services and Telecommunication Network with the Telecommunication Services and Telecommunication Networks provided by Other Licensed Operators.
12.3 Interruption of Service

12.3.1 In the case of a planned interruption of a Telecommunication Service other than a minor interruption, the Licensee shall inform the TRA, any interconnecting Other Licensed Operators and relevant Customers in advance of such interruption. The Licensee shall specify the reason(s) for the interruption as well as the manner and time frames in which the interruption will be resolved.

12.3.2 In the case of any unplanned interruption of a Telecommunication Service, other than minor interruptions, the Licensee shall inform the TRA, any interconnecting Other Licensed Operators and relevant Customers as soon as possible as to the reason(s) for the interruption as well as the manner and time frames in which the interruption will be resolved.
12.4 Environmental Protection

The Licensee shall comply with the directives of the TRA or any other competent authority with respect to the installation, operation and maintenance of its Telecommunication Network and all Telecommunication Network specific equipment for the purposes of environmental protection within the UAE.

12.5 Construction

The Licensee shall construct and maintain all junction boxes, cable huts, base stations, towers, masts, outside plant, submarine cables, offices and any other equipment or facilities necessary for the provision of its Services pursuant to the License in such manner that the TRA or other competent authority may direct.

12.6 Access to and Use of Land

The Licensee shall have access to and use of public and private land in accordance with the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time.
ARTICLE 13 - TECHNICAL OBLIGATIONS

13.1 Numbering and Related Functions

13.1.1 With respect to numbering, the Licensee shall abide by the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time.

13.1.2 The TRA shall allocate prefixes, ranges, blocks of numbers or individual numbers as appropriate to the Licensee in accordance with the National Numbering Plan and the Regulatory Framework in effect at the time. The Licensee shall, in turn, allocate individual numbers to Customers and maintain suitable records of utilization of numbering capacity. The Licensee shall be required to program its Telecommunication Network to convey calls to numbers in newly allocated blocks of the Licensee or any Other Licensed Operator.

13.1.3 The numbers allocated by the TRA are a national resource and ownership is not transferred when an allocation is made.
13.2 Calling Line Identification

Where technically feasible, the Licensee shall be obligated to transmit the calling line identification (CLI) transparently and without any alterations. The Licensee shall cooperate with Other Licensed Operators to allow the CLI to be conveyed through to the call destination.

13.3 Number Portability

13.3.1 Where technically feasible, the Licensee shall implement number portability according to the Regulatory Framework in effect at the time.

13.3.2 The Licensee shall cooperate with Other Licensed Operators in the technical specification, development and implementation of number portability in accordance with the Regulatory Framework in effect at the time.

13.4 Carrier Selection and Carrier Pre-selection

13.4.1 The Licensee shall implement carrier selection and carrier pre-selection according to the Regulatory Framework in effect at the time.
13.4.2 The Licensee shall cooperate with Other Licensed Operators in the technical specification, development and implementation of carrier selection and carrier pre-selection in accordance with the Regulatory Framework in effect at the time.

13.5 Technology

The Licensee is permitted to use any technology for the installation and operation of its Telecommunication Network and for the provision of its Services as long as the technology is approved in advance and in writing by the TRA.

13.6 Telecommunication Apparatus

13.6.1 From the Effective Date of the License, Telecommunication Apparatus used by the Licensee or provided by the Licensee to its Customers shall be of a type approved by the TRA. The Licensee shall direct its Customers to obtain TRA type approved Telecommunication Apparatus from the Licensee or any third party.

13.6.2 The Licensee shall submit to the TRA on an annual basis a list of all types of radio communications.
equipment, including handsets, if any, as well as fixed line communications devices used by the Licensee in providing the Service, together with TRA type approval references.

**ARTICLE 14 - SPECTRUM**

**14.1 Frequency Authorization**

For the relevant Telecommunication Services, which the Licensee is authorized by the License to provide, the Licensee shall apply to the TRA for frequency authorizations. The TRA will evaluate the requests and issue frequency authorizations based on the Regulatory Framework in effect at the time. All frequency authorizations shall be at the sole discretion of the TRA; the Licensee does not grant any privileges or rights to spectrum access. The Licensee shall provide technical justification for spectrum utilization and efficiency optimization when making all requests for frequency authorizations. All frequency authorizations allocated to the Licensee shall be subject to charges payable by the Licensee and frequencies assigned to the Licensee may be changed by the TRA in accordance with the Regulatory Framework in effect at the time.

بما في ذلك الأجهزة الهاتفية -حال وجودها- بالإضافة إلى أجهزة الإتصالات المتعلقة بالهاتف الثابت والمستخدمة من المرخص له لتقديم الخدمات وعلى أن تتضمن هذه القائمة رقم المرجع للمواصفة النوعية لجهاز تنظيم الإتصالات.

**المادة 14 - الطيف الراديوي**

**14.1 تصريح الطيف الراديوي**

يتبع على المرخص له تقديم طلب للحصول على تصريح الطيف الراديوي لخدمات الإتصالات المصرح للم الرحمن له بتقديمها بموجب الرخصة حيث تقوم هيئة تنظيم الإتصالات بتقديم الطلب وإصدار تصريح الطيف الراديوي وفقًا للإطار التنظيمي النافذ. إن منح تصريح الطيف الراديوي إذا يكون بناءً على قرار هيئة تنظيم الإتصالات وحدها وليس من شأن الرخصة أن تمنح المرخص له أي ميزة أو حق لدخول الطيف الراديوي. كما يتبع على المرخص له تقديم مبررات فنية لإستخدام الطيف الراديوي والفعالية الفنية لذلك لدى القيم طلبات تصريح الطيف الراديوي. تخضع جميع تصاريح الطيف الراديوي المخصصة للمرخص له للرسوم، كما تخضع الترددات المخصصة للمرخص له للرسوم التي تؤدي لجهاز تنظيم الإتصالات وفقًا لإطار التنظيمي النافذ.
time and with no obligation of the TRA.

14.2 Site Approval

The Licensee shall obtain site approvals in accordance with the Regulatory Framework in effect at the time.

14.3 Frequency Coordination

The Licensee shall comply with all frequency coordination requirements as may be specified in the Regulatory Framework in effect at the time. In particular, the Licensee shall be responsible for the following:

a) using all possible technical means to avoid overspill of radio frequencies across the border of the UAE;

b) coordination through the TRA with operators and administrations of neighboring state;

c) coordination with Other Licensed Operators as required by the TRA to avoid harmful interference; and

d) assurance that radio frequencies used in radio services which establish connectivity across the borders are in compliance with the Regulatory Framework in effect at the time and International Telecommunications Union (ITU) procedures.
14.4 Interference

14.4.1 The Licensee shall inform the TRA of any harmful interference caused by any Other Licensed Operator, operators from other countries or any other interferences of which the Licensee is aware. To facilitate the identification of the source of interference and its subsequent resolution, the Licensee shall inform the TRA of all technical details in accordance with the Regulatory Framework in effect at the time.

14.4.2 The Licensee shall ensure that the radio communications equipment comprised in any of its radio communications stations is designed and constructed, used and maintained, so as not to cause any harmful interference to Other Licensed Operators or operators in other countries, even when in compliance with the rules established by the TRA. If the TRA receives any interference reports, the Licensee shall provide all technical information required to resolve such cases.
14.5 Telecommunication Apparatus Use

The Licensee shall be responsible to obtain type approvals for its radio communications equipment before its procurement. The Licensee shall not permit any Person to use its radio communications equipment comprised in any of its radio communications stations unless the Person is under the control of, and authorized by, the Licensee. The Licensee shall ensure that all Persons using its radio communications equipment comprised in any of its radio communications stations are made aware of the relevant terms of the License and/or any other applicable License and shall comply with such terms.

14.6 Access to Facilities and Telecommunication Apparatus

The Licensee shall permit any Person authorized by the TRA to have access to any of its radio communications stations and to inspect or test its radio communications equipment at any time for the purpose of verifying compliance with the terms of the License, the provisions of the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time.
14.7 Environmental Issues

The radiation limits of the radio emission of the Licensee's radio communication and other Telecommunication Network equipment shall comply with one or more applicable radiation safety standards, as approved by an internationally recognized health and safety standards body. The TRA shall determine the applicable health and safety standards to be applied. The Licensee shall install, manage and operate the radio communications and other equipment in its Telecommunication Network according to the standards determined by the TRA.

إن مستوى حدود الإشعاع للبث الراديوي للإتصالات الراديوية للمرخص له ومعدات شبكة الإتصالات الأخرى يجب أن تتوافق مع معيار أو أكثر من معايير السلامة المعتمدة من الجهات العالمية للسلامة والصحة المعروفة، كما تقوم هيئة تنظيم الإتصالات بتحديد معايير الصحة والسلامة المطبقة، ويجب على المرخص له تركيب وإدارة وتشغيل إتصالاته الراديوية ومعداته الأخرى في شبكة الإتصالات وفقاً للمعايير المحددة من هيئة تنظيم الإتصالات.
ARTICLE 15 - TERM, RENEWAL, MODIFICATION, SUSPENSION, REVOCATION, AND TERMINATION

15.1 Term

The initial term of the License shall be twenty (20) years from the Effective Date.

15.2 Renewal

The License shall be renewed for an additional term to be determined, if the Licensee has complied with the following obligations:

a) Payment of royalties in full and in a timely manner;
b) Payment of all fees as may be determined by the Regulatory Body in full and in a timely manner;
c) Compliance with competition requirements established in the License, the Regulatory Framework in effect at the time and other applicable laws; and
d) Provision of the Services according to the License, the Regulatory Framework in effect at the time and other applicable laws.

المادة 15- المدة والتجديد والتعديل والتعليق والإلغاء والانهاء

المادة 15.1 المدة

إن المدة الأولى للرخصة هي عشرون عاماً تبدأ من تاريخ النفاذ.

المادة 15.2 التجديد

تجدد الرخصة لمدة إضافية يتم تحديدها لاحقاً إذا أوفى المرخص له بالالتزامات التالية:

أ) أداء رسوم حق الامتنزاز بشكل كامل وفي الوقت المحدد،
ب) أداء جميع الرسوم المقررة من الجهة التنظيمية بشكل كامل وفي الوقت المحدد,
ج) الإلتزام بمتطلبات المنافسة المنصوص عليها في الرخصة والإطار التنظيمي وأية قوانين مطبقة أخرى، و
د) تقديم الخدمات وفقاً للرخصة والإطار التنظيمي النافذ وأية قوانين مطبقة أخرى.
15.3 Modification

The License may be modified in accordance with the provisions of the Telecommunications Law, its Executive Order, the Regulatory Framework in effect at the time or any relevant UAE government decisions, including international treaties.

15.4 Suspension for Breach

If the TRA determines that the Licensee is or has been in breach of any material article of the License, the License may be suspended in whole or in part in accordance with the provisions of the Telecommunications Law, its Executive Order, the License and the Regulatory Framework in effect at the time.

15.5 Revocation

The License may be revoked in whole or in part in accordance with the provisions of the Telecommunications Law, its Executive Order, the License and the Regulatory Framework in effect at the time.

15.6 Termination

The Licensee shall not be entitled to terminate the License prior to the end of its term nor shall the Licensee invoke
or allow any actions or practice to take place with the purpose of leading to an intentional suspension or revocation of the License.

ARTICLE 16 - OTHER PROVISIONS

16.1 Notice

Any notice from or on behalf of the Licensee in connection with the License shall be given in writing by personal delivery to the premises of the TRA at the following address:

Telecommunications Regulatory Authority
C/o Director General
PO Box 26662
Abu Dhabi, United Arab Emirates
Tel +971 2 621 2222

Any notice in connection with the License shall be given by fax or personal delivery to the following address:

Emirates Integrated Telecommunications Company PJSC (EITC)
C/o The Chief Executive Officer
Al Quoz, Bur Dubai, Fahad Al Sabhan Property
P.O. Box 7300,
16.2 Order of Precedence

In the case of any conflict, contradiction or ambiguity between the License and any other document, the order of precedence shall be in the following sequence:

a) The Federal Law by Decree No. 3 of 2003 or any subsequent revisions or new Telecommunications Laws or related laws as may be issued;

b) The Executive Order to the Federal Law by Decree No. 3 of 2003 or any subsequent revisions or new Executive Orders as may be issued;

c) The Regulatory Framework in effect at the time;

d) The main text of the License; and

e) The appendices to the License if any, in the order in which they appear.

16.3 Penalties

16.3.1 The TRA shall monitor the Licensee’s adherence to the License and shall take
appropriate measures to oblige the Licensee to comply with the License and the Telecommunications Law, its Executive Order and the Regulatory Framework in effect at the time.

16.3.2 If the Licensee fails to comply with any of the following:

a) any obligations under the Telecommunications Law or its Executive Order;
b) any obligations within the License; or
c) any obligations contained in the Regulatory Framework in effect at the time,

the Licensee may be subject to a penalty. The penalty shall be not less than Dirhams 50,000 and not more than Dirhams 200,000, payable in accordance with procedures as determined by the TRA.

16.3.3 The penalty then applicable may be doubled:

a) For cases of repeated non-compliance;
b) For cases of non-compliance by an ordered date; or
c) If the TRA determines that the Licensee’s failure to comply with the
aforementioned Article 16.3.2 is of a material nature.

16.3.4 Without limiting any other right or remedy available to the Regulatory Body, if the Licensee fails to make payment of any amount of penalty within thirty (30) days of receiving notice of said penalty, an additional penalty may be assessed on a monthly basis.

16.4 Confidentiality

16.4.1 The TRA shall endeavor to ensure that documents for which confidential treatment is requested and are so marked are treated as confidential to the extent the TRA agrees that such material is confidential.

16.4.2 Such information may be made public by the TRA to the extent it becomes publicly available through no fault of the TRA or to the extent its release is required by any applicable law or order by a competent authority.
16.5 Force Majeure

The Licensee shall not be held liable or deemed to be in default under the License for any failure to perform its obligations hereunder if such failure results directly from force majeure. Force majeure shall not include shortage of funding or liquidity. Force majeure shall include, but not be limited to: insurrection, riots, national emergencies, war, acts of terror, fire, floods, other natural disasters, strikes or other industrial action, acts of God or other causes beyond the control of the Licensee.

16.6 Language

The Arabic language version of the License is the binding version except for Appendix 1 attached hereto which is drafted in English only. However, an official English language version has been prepared for guidance and assistance in interpretation of the Arabic language version.
IN WITNESS WHEREOF the parties hereto have executed the License on this day, the _____ of _____ 200_____

Abu Dhabi, United Arab Emirates

Signature:

_______________________________
Mohamed Nasser Al Ghanim
Director General and Board Member,
The General Authority for Regulating the Telecommunication Sector

Signature:

_____________________________
Osman Sultan,
Chief Executive Officer
Emirates Integrated Telecommunications Company PJSC (EITC)

والإشهاداً على ورداً في الرخصة فإن الأطراف قد قاموا بالتوقيع عليها بتاريخ __/__/___ 200 في أبو ظبي الإمارات في أبو ظبي الإمارات العربية المتحدة

التوقيع:

________________________________________
محمد ناصر الغانم
المدير العام وعضو مجلس الإدارة، الهيئة العامة لتنظيم قطاع الاتصالات

التوقيع:

________________________________________
عثمان سلطان،
الرئيس التنفيذي
شركة الإمارات للاتصالات المتكاملة ش م ع (EITC)
APPENDIX 1 - ROLL-OUT and COVERAGE

[CONFIDENTIAL]