INTERCONNECTION & OTHER SERVICES AGREEMENT

Between

SAUDI TELECOM COMPANY

And

ETIHAD ETISALAT COMPANY
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INTERCONNECTION AND OTHER SERVICES AGREEMENT

THIS INTERCONNECTION AND OTHER SERVICES AGREEMENT ("this Agreement") is made and entered into on this 26th day in the month of April in the year 2005, (Hijra date 17th Rabiea Alawal 1426H), by and between:

on the one part Saudi Telecom Company ("STC"), a company duly registered in the Kingdom, represented by Mr. Khalid Al Molhem, President of STC; (Saudi Telecom Company, P.O. Box 87912, Riyadh 11652, Kingdom of Saudi Arabia)

and on the other part

Etihad Etisalat Company ("Mobily"), a company duly registered in the Kingdom, represented by Mr. Khalid Omar Al Kaf, Chief Executive Officer of Mobily; (Etihad Etisalat Company, P.O. Box 9979, Riyadh 11423, Kingdom of Saudi Arabia)

hereinafter collectively referred to as “the Parties” and individually as “Party”

WHEREAS STC is an incumbent provider of telecommunications services in the Kingdom and is classified as a dominant operator within the Kingdom; and

whereas Mobily is licensed as the 2nd Mobile Operator in the Kingdom on the terms and conditions specified in its license; and

whereas CITC has placed in the public domain guidelines for the interconnection of telecommunications networks and a requirement of the aforementioned guidelines is the dominant service providers in the field of telecommunications are mandated to place in the public domain the Reference Interconnection Offer; and

whereas STC has published the provisions of the Reference Interconnection Offer (comprising of a Primary Document, a number of Annexes, a number of Attachments and a number of Schedules) which it considers to be compliant with the requirements of the regulatory framework and the aforementioned guidelines; and

whereas STC offers to interconnect its telecommunications network with the telecommunications network of any other licensed operator and to provide interconnect services to that licensed operator; and

whereas Mobily agrees to use the requested telecommunication services, facilities and information, relating to interconnection only for the agreed purpose and shall not be resold to other Parties; and

whereas STC and Mobily undertake to act fairly and transparently in providing interconnection services; and whereas the form and manner in which STC provides interconnection services is fully set out in the Reference Interconnection Offer; and

whereas the Parties agree to cooperate towards a long-term successful relationship in providing and promoting telecommunications in the Kingdom, and have conducted good-faith negotiations within the framework of the Kingdom’s Telecommunications
Regulations, expressing their mutual desire in pursuing activities towards a comprehensive bi-laterally negotiated commercial agreement; and

whereas on the 10th day of the month of January in the year 2005, (Hijra date 29th Dhul-Qa’da 1425) the Parties entered in an interim agreement (the **Interim Agreement**) relating to the provision of interconnection and other services.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements herein set forth, the Parties agree as follows:

1. **Definitions**
   1.1. “Agreement” means this agreement together with its attachments that represents the entire understanding between the Parties concerning the provision of interconnection and other services as set out in Section 2 herein.
   1.2. In this Agreement, except if the context requires otherwise, words and expressions are as defined hereinafter:
       “Reference Interconnection Offer” or “RIO” means the document entitled “Saudi Telecom Company, Reference Interconnection Offer (RIO), as attached to this Agreement, and not any other version of this document unless mutually agreed between the Parties.
   1.3. Capitalized terms and words used in this Agreement which are not individually defined in Clause 1.1 above, shall have the meanings ascribed to them in the RIO, Annex A.
   1.4. In the event of ambiguity between the provisions of the Interconnection Guidelines, STC’s Reference Interconnection Offer (including any annexes, attachments or schedules hereto) and this Agreement the following order of precedence shall apply:
       a) This Agreement
       b) The Reference Interconnection Offer
       c) The Interconnection Guidelines

2. **Scope of Agreement**
   2.1. This agreement covers the technical and commercial arrangements for the Interconnection services between STC and Mobily and includes stipulations relating to the conditions under which the respective networks of the Parties shall be interconnected to provide for the exchange of voice traffic and the manner in which interconnection and other mutually agreed services shall be provided and invoiced to each other. This Agreement covers the services summarized as follows and further detailed in relevant schedules of the RIO, Annex G:

   2.1.1 Voice Call Termination
   2.1.2 Transmission Links

   2.1.2.1 Without prejudice to Mobily’s right to build and use its own transmission network, Mobily commits to acquire from STC any future transmission links subject to STC’s commercial and other terms of supply of such transmission links being equal to or better than available alternatives. In this regard, Mobily will share information that
is relevant for competitive comparison, including prices and other terms, subject to Clause 19.8 of this Agreement.

2.1.3 Interconnection Links
2.1.4 International Voice Call Conveyance (outgoing / incoming)
2.1.5 Base Station Site Sharing
2.1.6 Calls To Directory Enquiries
2.1.7 Calls To Emergency Services
2.1.8 Short Messaging Service (SMS)

2.2. Mobily may from time to time request STC to supply additional Interconnection Services. All requests for such additional Interconnection Services shall be made in accordance with the provisions of Section 11 herein.

2.3. Mobily shall provide to STC those Interconnection Services as set out in Attachment 3 hereto and summarized as follows:
2.3.1 Voice Call Termination on Mobily's network
2.3.2 Interconnection Ports for Voice Call Termination on Mobily's network
2.3.3 Short Messaging Service (SMS)

3. Duration
3.1. This Agreement takes effect on the date that it is signed and shall remain in force unless and until terminated pursuant to the provisions of Section 21.

4. Entire Agreement
4.1. This Agreement together with its attachments represents the entire understanding between the Parties concerning the provision of interconnection and other services as set out in Section 2 above.

4.2. This Agreement together with its attachments supersedes all previous understanding commitments, agreements or representation whatsoever, whether oral or written, in relation to the subject matter of this Agreement, including the Interim Agreement made between the Parties.

5. Network Interconnection
5.1. The Parties hereto agree to connect and keep connected their respective telecommunications networks for the purposes of interconnection. STC offers to provide Interconnection Services to Mobily pursuant to the terms of this Agreement.

5.2. For interconnection between STC Networks and the Mobily Network, interconnection may be established with STC at Points of Interconnection offered by STC at the Service Node or at any other Point of Interconnection which is technically and economically feasible. For Mobily's initial requirements relating to Interconnection, this shall be achieved at nine (9) points throughout the Kingdom as set out in Attachment 1 hereto and in accordance with the procedure established within the RIO.
6. **Charging for Interconnection Services**

6.1. The charging structure for each Interconnection Service supplied by STC is described in the relevant service schedule as set out in the RIO, Annex G (Service Schedule) and Attachment 2 relating to the bilaterally negotiated arrangements relating to International Call Conveyance service offered to Mobily. The method of reviewing the charges is described in Section 23 hereof.

6.2. The tariffs for each Interconnection Service supplied by STC to Mobily pursuant to this Agreement are set out in the RIO, Annex F and Attachment 2 relating to the bilaterally negotiated arrangements relating to International Call Conveyance service offered to Mobily.

6.3. The chargeable time for each call, unless expressly stated otherwise, shall be the "conversation time".

6.4. Charges shall not be payable under this Agreement by either Licensed Party to the other for unsuccessful calls. Successful calls shall be defined as those calls that have passed across a POI and received an answer signal returned by the other Party’s network, as described in the RIO.

7. **Numbering**

7.1. STC and Mobily shall use those number ranges allocated to them in accordance with the National Numbering Plan as administered by CITC.

7.2. STC and Mobily’s number ranges shall be detailed in the Network Plan., as referred to in Section 9 of this Agreement.

7.3. The presentation of CLI shall comply with all the requirements of the Interconnection Guidelines.

8. **Quality of Service Measures**

8.1. STC will provide Interconnection Services to Mobily at the same quality of service as for similar services provided within STC’s own Network.

8.2. STC and Mobily shall use their reasonable endeavours to meet the target grade of service as specified in the RIO, Annex I (The Quality of Service Measures). For specific routes, the target grade of service for specific routes may be varied from that stated in the RIO if agreed between STC and Mobily as set out in the Network Plan.

8.3. STC and Mobily shall use their reasonable endeavours to meet the targets set out in the RIO, Annex I (Quality of Service Measures) for all elements of the calls carried on its network.

8.4. Notwithstanding the above referenced Annex I, with respect to performance relating to Interconnection and Transmission Links services, for the links protected by route diversity the target availability will be 99% and for the other links the target availability will be 98%.
8.5. With respect to International Call Conveyance service, the QoS parameters to assess the performance of International Routes will be that the percentage of calls failing to connect as a result of congestion on the STC network or international gateway should not exceed the target limit of 3%. Mobily will establish its own mechanisms for monitoring performance indicators and for measuring the quality of International Call Conveyance service. If Mobily brings to the attention of the Joint Technical Committee, any deviation from the above mentioned target limit of 3% or degradation in the quality of the International Call Conveyance service, arising from any reason, including but not limited to congestion, the Joint Technical Committee will discuss in good faith to identify the suitable solutions.

9. **Network Design and Planning**

9.1. Network design and planning of the Interconnection shall be in accordance with the Network Plan as agreed between STC and Mobily. The Network Plan shall relate to the next two (2) years.

9.2. The Network Plan shall be reviewed and updated by STC and Mobily on a frequency to be agreed between both STC and Mobily by the Technical Review Committee. In any case, the maximum period between reviews shall not exceed one (1) year and the revised plan shall be agreed upon no later than the end of June of each year.

9.3. In addition to the production of the Network Plan, STC and Mobily shall revise the forecasts for Interconnect Links as per the procedure set out in the RIO, Annex E (Forecasting). The agreed forecast shall be considered as part of the Network Plan.

9.4. The forecasts provided by both STC and Mobily represent the good faith expectations of each Party of the capacity requirements on the Interconnect Links.

9.5. Both STC and Mobily reserve the right to recover, from the other Party, all unavoidable costs incurred as a result of any shortfall in capacity ordered, according to the forecasting procedures set out in the RIO, Annex E (Forecasting).

10. **Network Alteration and Data Management Amendments**

10.1. In order to ensure the timely implementation of Network Alterations, requests for Network Alterations shall be provided by the Party requesting the alteration at least one (1) calendar month in advance of the requested implementation date.

10.2. The requested Party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within two (2) weeks of receipt of a Network Alteration request.

10.3. In the event that any Network Alteration causes the requested Party to incur costs then, unless it is otherwise agreed between the Parties, such costs shall be borne in full by the Party requesting the Network Alteration.

10.4. Network Alterations shall be carried out within the timescales laid down in this Section 10. If the requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the requesting Party shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per Section 20 hereof.
10.5. STC and Mobily shall endeavor to minimize the number of Data Management Amendments in each other’s Network by minimizing the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information.

10.6. In order to ensure the timely implementation of Data Management Amendments, notice of Data Management Amendments shall be provided by the Party requesting the amendment at least two [2] calendar months in advance of the requested implementation date.

10.7. Data Management Amendments shall be carried out within the time-scales laid down in this Section. If a requested Party believes that it is not in a position to proceed with the requested Data Management Amendment, either within the timescales requested or in any circumstances, the requesting Party shall be advised within two [2] Weeks of receipt of the request. In these circumstances STC and Mobily shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per Section 20 hereof.

10.8. Data Management Amendments required to activate new geographic or mobile customer Number Ranges allocated or amended by the CITC shall be carried out on a free of charge basis.

10.9. In relation to all other Data Management Amendments requests, where it is jointly agreed as being to the mutual and proportionate benefit to both STC and Mobily, or where there is a financial benefit accruing to the requested Party, the request shall be carried out on a shared cost charge basis that will be negotiated in good-faith and on a case-by-case basis before the amendments are made.

11. New Services

11.1. Either Party may, at any time, request from the other an agreement to interconnect their respective Networks for the provision of any service or facility which the other provides either to itself or under an interconnect agreement with a licensed third party. Such requests shall be clearly marked as a request for a new service pursuant to this Clause 11.1.

11.2. If Mobily requests from STC an offer for interconnection for the provision of an Interconnection Service which STC is obligated to provide under the terms of the RIO, STC and Mobily shall enter into good faith negotiations for the provision of such service.

If STC requests from Mobily an offer for interconnection for the provision of services which Mobily is obligated to provide under the Regulations, Mobily shall enter into good faith negotiations for the provision of such service.

11.3. If the requested Party does accept an obligation to do so, STC and Mobily shall endeavour to agree on the technical, operational and commercial aspects of interconnection within one hundred and twenty (120) Calendar Days after receipt of the statement of requirements.

11.4. If the requested Party does not accept an obligation, a Dispute may be deemed to have arisen between the Parties, and the requesting Party may invoke the provisions of Section 20 hereof. Negotiations to agree terms for interconnection may nevertheless continue pending resolution of the Dispute.

11.5. If the request is for a new Interconnection Service, the agreed technical, operational and commercial terms shall be incorporated into a revision to the RIO and submitted to CITC for approval.
12. **Management of Interconnection**

12.1. Interconnection shall be managed through a joint technical review committee. This committee shall be comprised of both commercial and technical representatives from STC and Mobily.

12.2. All planning activities shall be coordinated through this technical review committee in accordance with the procedures laid out in the RIO, Annex D (*Management of Interconnection*).

12.3. The commercial representatives will be responsible for the management and administration of all commercial aspects of Interconnection including but not limited to ordering processes and reconciliation of billing data in accordance with Annex B (*Billing Processes & Procedures*) and Annex C (*Technical Information*) and Annex H (*Operations and Maintenance Manual*) of the RIO.

13. **National Traffic Routing**

13.1. In order to ensure that the existing mechanisms and rates that are intended for domestic termination are not bypassed, national traffic that is originated on either Party’s network within the Kingdom, including but not limited to Voice, Fax and Message Services, must not be routed outside the Kingdom and then re-routed back into the Kingdom.

14. **Measurements of Traffic Volume**

14.1. The responsibility for traffic volume measurements shall reside with the Party responsible for the provision of that particular Interconnection Service.

14.2. Each Party shall ensure that it records measurements of traffic volumes in sufficient detail to meet its obligations as outlined in the RIO, Annex G (*Service Schedules*) and the RIO, Annex B (*Billing Processes and Procedures*) and Attachment 2 relating to the bilaterally negotiated arrangements relating to International Call Conveyance service offered to Mobily.

15. **Pricing Changes**

15.1. Price changes will become effective subsequent to the approval of CITC.

a) For wholesale services specified for a fixed contract period, revised prices and commitment periods are only applicable to new orders placed after the effective date of such revisions or for renewals of expired contracts. Any order placed or activated before the date of such price revisions will continue to be charged at the prices prevailing at the order date for the remainder of the committed period.

b) For the usage based bilateral services, prices will be reviewed periodically on the basis of Section 23 of this Agreement.

16. **Billing and Payment**

16.1. Each Party shall bill and reimburse the other in accordance with the procedures outlined in the RIO, Annex B (*Billing Processes and Procedures*) and Attachment 2 relating to the bilaterally negotiated arrangements relating to International Call Conveyance service offered to Mobily.
16.2. The charges in Annex F and Attachment 2 relating to the bilaterally negotiated arrangements relating to International Call Conveyance service offered to Mobily are exclusive of government royalties, taxes, license fees and any other surcharges imposed by either a government body or the CITC unless such charges are stated to be inclusive of government royalties, taxes, license fees and any new surcharges. However such additional charges shall be charged where required on invoices resulting from services provided pursuant to this Agreement.

16.3. Invoices are due and payable in Saudi Riyals. Invoices are payable on or before the “Due Date” which is thirty (30) Calendar Days from the Date of receipt.

16.4. Each Party provides to the other Party invoices of all amounts due from the other Party, calculated in accordance with the provisions of the RIO, Annex B (Billing Processes and Procedures) and Annex F (Price List) and Attachment 2 relating to the bilaterally negotiated arrangements relating to International Call Conveyance service offered to Mobily.

17. Bank Guarantee

17.1. Mobily shall provide STC with an unconditional bank guarantee for an amount being the estimated aggregate value of the forecast for the first three (3) months of invoices from STC to Mobily, such guarantee being made in favour of STC.

17.2. Until such time as STC waives in writing its rights stemming from the provisions of this Section 17, the bank guarantee set out in Clause 17.1 shall be reviewed and amended every six months from the date of signing this Agreement and the value of the said guarantee shall be adjusted to reflect an amount equal to the estimated aggregate value of the then forecast of the next three (3) months of invoices from STC to Mobily.

17.3. If Mobily fails to pay any amounts due within the time frames provided for under the RIO, and Attachment 2, STC may, at any time after serving notice at least 5 working days notice on Mobily of its intention to do so, utilize any or all of the amount set out in Clause 17.1 above, to settle amounts due, payable or owed to STC by Mobily.

18. Staff Safety and Network Protection

18.1. Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of the Interconnection Agreement to ensure that its Network does not:

   a) Endanger the safety or health of employees, contractors, agents or customers of the other Party; or

   b) Damage, interfere with or cause any deterioration in the operation of the other Party’s Network.

18.2. Neither STC nor Mobily shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited to, any terminal equipment that is not approved by the CITC in accordance with Chapter 12 of the respective Bylaw.

19. Confidentiality and Disclosure

19.1. Each Party shall, except in order to comply with legal and regulatory requirements, cause its authorised representatives to hold in strict confidence all information relating to this Agreement. Such information shall not, without the prior written consent of the other Party, be made available for public distribution through a press release or other means, and shall not be disclosed to any entity or person.
19.2. The Parties further agree that any information exchanged between them that is marked as proprietary and/or confidential shall be kept confidential and shall not be disclosed or given to any third party without the prior written permission of the Party which supplied the information.

19.3. Information provided by one Party to the other for the purposes of interconnection shall only be used by relevant staff within the receiving Party’s company for the purposes of interconnection and shall not be made generally available within the receiving Party’s company.

19.4. The Disclosing Party shall use reasonable endeavours to ensure that any information disclosed is correct to the best of its knowledge at the time of provision of such information.

19.5. The Parties may disclose such confidential information to its professional advisors, for the sole purpose of seeking their advice in relation to this Agreement.

19.6. Each Party shall remain bound by the provisions of this Section 19 during the period of this Agreement and for a period ending two (2) years after the date of termination of this Agreement.

19.7. Each Party shall inform the other Party before disclosing such confidential information to any legal or regulatory authority as per clause 19.1 above.

19.8. Notwithstanding any provision of this Agreement, neither STC nor Mobily shall be obliged to provide information which is subject to a confidentiality obligation with a third party unless such third party consents to such disclosure and STC or Mobily as appropriate have taken all reasonable steps to secure the consent of such third party.

19.9. Subject to Section 25 hereof, the receiving Party shall indemnify the disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the receiving Party to comply with any reasonable conditions imposed in relation to information provided by the disclosing party, and expressly identified and notified in writing to the receiving Party at the time when the information was provided, including conditions relating to confidentiality as per this Section 19.

19.10. Nothing in this Agreement shall require any Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to KSA legislation or regulation.

20. Resolution of Disputes

20.1. In the event of any Dispute arising between the Parties relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties shall meet within ten (10) working days of receipt of written notice of the Dispute by one Party to the other (or such longer time as mutually agreed between the Parties) to negotiate in good faith in an effort to settle such Dispute.

20.2. Subject to Clause 20.3, provided that the period during which the Parties have been negotiating in good faith is not less than Sixty (60) days and in circumstances where the Parties have met, negotiated in good faith and failed to resolve the Dispute then either Party may refer the matter to CITC for resolution in accordance with Chapter 6 of the Bylaw.

20.3. The period of Sixty days given in Clause 20.2 herein is in addition to the time taken for the Parties to meet as set out in Clause 20.1.
20.4. A request for resolution by CITC should be made in writing to:

The Governor

Communications and Information Technology Commission

Riyadh

20.5. Each Party will continue to fulfil its lawful obligations pending any Dispute resolution, and shall keep their networks connected for the provision and conveyance of calls between their respective networks. No Party shall disconnect the other Party’s network without the prior approval of the CITC.

21. Breach, Suspension and Termination

21.1. If one Party’s Network seriously and adversely affects the normal operation of the other Party’s Network, or is a threat to any person’s safety, the affected Party shall immediately inform the affecting Party and the CITC. The affecting Party shall take immediate action to resolve the problem and in the event that normal operation is not restored in a reasonable period of time or if the matter is extreme, the affected Party may suspend, to the extent necessary, such of its obligations under this Agreement, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety. Such suspension shall be notified in writing to both Party in breach and the CITC and may continue unless CITC instructs otherwise or the problem is resolved.

21.2. If either Party is in material breach of this Agreement (including failure to pay an undisputed sum due hereunder), the injured Party may serve a written notice (the “breach notice”) on the Party in breach specifying the breach and requiring it to be remedied as well as stating the consequences of failure to remedy including potential suspension or termination.

21.3. If the Party in breach fails to remedy the breach within twenty eight (28) Calendar Days of receipt of the breach notice, the Party not in breach may, until such breach is remedied, take any lawful action specified in the breach notice, including suspending performance of such of its obligations under this Agreement as is reasonable in the circumstances. Such suspension shall be notified in writing to CITC.

21.4. Subject to Clause 21.5, if the Party in breach fails to remedy the breach within the period stated in the breach notice, the Party not in breach may terminate this Agreement on three (3) Calendar Months’ written notice to the Party in breach. Such termination shall be notified in writing to the CITC and may be implemented unless the CITC instructs otherwise.

21.5. If the Party in breach remedies the breach within the notice period set out in Clause 21.4, this Agreement shall not be terminated as a result of such notice, but without prejudice to any right in damages or under any indemnity.

21.6. This Agreement may be terminated forthwith (or on the expiry of such period as the notice may specify) by either Party by serving a written notice on both the Party in breach as well as the CITC if any one of the following occurs;

a) The other Party formally commences bankruptcy proceedings.

b) Bankruptcy proceedings are formally commenced against the other Party.

c) The other Party ceases to carry on business.
21.7. Either Party may terminate the Interconnection Agreement by giving at any time to the other not less than twenty four (24) Months written notice. Termination of this Agreement shall be without prejudice to a Party's rights, liabilities or obligations that may have accrued prior to such termination.

21.8. If either Party agrees to take a service from the other Party for a specified fixed term period, it shall remain liable to pay for that service for the full duration of the agreed period, even if this Agreement is subsequently terminated for any reason during that period.

21.9. After a notice has been issued pursuant to Clause 21.7 the receiving Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.

21.10. Following a request pursuant to Clause 21.7, if, on termination of this Agreement, either Party would be obliged under its Licence to enter into a new interconnection agreement with the other Party then the Parties shall carry on good faith negotiations with a view to entering into a new interconnection agreement to take effect on the expiry of this Agreement.

21.11. Upon expiry of this Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that Party. Each Party shall use all reasonable endeavours to recover equipment made available by it.

21.12. If thirty [30] Calendar Days after the expiry of this Agreement, a Party fails to recover all equipment because of the acts or omissions of the other Party (or a third party appearing to have control of a site where such equipment is situated) without the reasonable cause, the injured Party may demand reasonable compensation from the other Party which shall be paid by the other Party within thirty (30) Calendar Days of the date of the demand.

21.13. Without prejudice to Clause 21.8 and any Party's rights upon expiry of this Agreement, each Party shall refund to the other a fair and equitable proportion of those periodic sums (if any) paid under this Agreement for a period extending beyond the date of such termination or expiration.

21.14. Expiry of this Agreement shall not be deemed a waiver of a breach of any term or condition thereof and shall be without prejudice to any Party's rights, liabilities or obligations that have accrued prior to such expiry.

22. **Intellectual Property Rights**

22.1. Except as expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any right or title whatsoever or licence under the Intellectual Property Rights of one Party to the other, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.

23. **Review**

23.1. In general, apart from changes to the attachments that may be made at any time by mutual agreement, either Party may, on its own initiative call for this Agreement to be reviewed whenever there has been or there is proposed a material change in License Conditions, Regulations or the terms and conditions of the RIO or of any of its Annexes. Such review shall be carried out in accordance with the procedures for review set out in the RIO.
24. **Force Majeure**

24.1. Neither STC nor Mobily shall be liable for any breach of this Agreement caused by force majeure, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, act of any Government or other Authority, compliance with law, regulations or demands of any Government or Governmental agency, industrial disputes of any kind (whether or not involving either STC’s or Mobily’s employees), fire, lightning, explosion, flood, earthquake, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.

24.2. The Party initially affected by a force majeure shall as soon as is reasonably practicable notify the other Party of the force majeure. The Party initially affected by the force majeure will subsequently provide notification of the estimated extent and duration of its inability to perform or delay in performing its obligations (“force majeure notification”).

24.3. Upon cessation of the service effects of the force majeure the Party initially affected by a force majeure shall promptly notify the other Party of such cessation.

24.4. If as a result of a force majeure, a Party is prevented from performing its obligations under this Agreement, such Party shall, subject to the provisions of Clause 24.6 perform those of its remaining obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its customers and third parties) there is no undue discrimination against the other Party.

24.5. To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

24.6. Following a force majeure notification and if the effects of such force majeure continue for:

24.6.1 a continuous period of not more than six (6) Months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to Clause 24.3) any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;

24.6.2 A continuous period of six (6) Months or more from the date of the force majeure notification (and notice of cessation has not been given pursuant to Clause 24.3), the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) Working Days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the thirty (30) Working Days notice. If this Agreement is not terminated in accordance with the provisions of this Clause 24.6.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.
25. **Limitation of Liability**

25.1. Neither Party has an obligation of any kind to the other Party beyond the obligations to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.

25.2. Subject to Section 21, if a Party is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay monies), such Party’s liability to the other shall be limited to three million Saudi Riyals (SAR 3,000,000)) for any one event or series of connected events and seven million Saudi Riyals (SAR 7,000,000) for all events (connected or unconnected) occurring in a Calendar Year (Gregorian).

25.3. Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused.

26. **Assignment of Rights and Obligations**

26.1. Except if and as permitted under either Party’s Licence, no rights, benefits or obligations arising out of this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party, such consent not to be unreasonably withheld.

27. **Notices**

27.1. A notice shall be duly served if made in writing and:

27.1.1 delivered by hand, and exchanged for a signed receipt, at the time of actual delivery; or

27.1.2 sent by facsimile, upon its receipt being confirmed in the first instance by phone between nominated persons and followed in writing; or

27.1.3 sent by recorded delivery service, two (2) Working Days after the day of despatch.

28. **Waiver**

28.1. The waiver of any breach of, or failure to enforce, any term or condition resulting from this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

29. **Severability**

29.1. The invalidity, unenforceability of any provision in this Agreement shall not affect the validity or enforceability of the remaining provisions.

30. **Amendments**

30.1. Amendments and supplements to this Agreement, including its Annexes, Appendices, Attachments and Service Schedules, shall be issued with not less than twenty eight (28) calendar days notices subject to the approval of the CITC.

31. **Governing Law**

31.1. The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of the Kingdom and the Parties submit to the exclusive jurisdiction of the Courts of the Kingdom.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date first set forth above.

For Saudi Telecom Company  By:  

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Kalid Al Molhem
President

For Mobily  By:  

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Khalid Al Kaf
Chief Executive Officer