الاتصالات السعودية
SAUDI TELECOM

# SAUDI TELECOM COMPANY

# REFERENCE OFFER FOR

# DATA ACCESS

# (RODA)

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# PRIMARY DOCUMENT

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## 1. FRAMEWORK

1.1. Pursuant to the Decision of the Communication & Information Technology Commission (CITC) regarding the Offer from STC to provide Data Access Services, STC proposes this draft version of the Reference Offer for Data Access (RODA). This RODA provides the standard terms and conditions under which STC provides the Data Access Services to Other Licensed Operators (OLO). These standard, technical and commercial terms and conditions form the basis for entering into an agreement between STC and any requesting OLO for the provision of Data Access Services only as specified in Annex G (*Service Schedules*) and Annex F (*Price List*).

1.2. Pursuant to Article 38 of the Bylaw and decision no. 1/1423 of CITC, STC has been designated as being a Dominant Service Provider for fixed line services in the Kingdom of Saudi Arabia. The provisions of this RODA comply with the requirements of the regulatory framework as set out in the Telecommunications Act, the Bylaw, the Ordinance of the Communications Commission. In particular, the specific obligations arising under the regulatory framework relating to Dominant Service Providers are observed herein.

1.3. The services, which are offered under this RODA, are detailed in Annex G *(Service Schedules)* of this document and constitute an integral part thereof.

1.4. STC hereby offers to provide the Data Access Services to the requesting Other Licensed Operator on the terms and conditions as provided for in this RODA and undertakes to act in good faith in the negotiation of an Data Access Service Plan with any Other Licensed Operator as per Annex D (*Management of Data Access Services*).

1.5. This RODA is valid from the date of approval of this RODA by the Commission unless :

- A new RODA is approved by CITC

- A material Change occurs in the Law or Regulations governing the telecommunications services in the Kingdom of Saudi Arabia.

1.6. The Other Licensed Operator, by requesting Data Access Services from STC, warrants that it has in full force and effect the authorisations stipulated in the Bylaws to enter into an agreement arising from an acceptance of this RODA.

1.7. STC and the Other Licensed Operator shall exchange information in order to make the provisioning of the Data Access Services effective, without prejudice to commercial confidentiality.

1.8. STC and the Other Licensed Operator shall at all times, as far as is reasonably possible, act so as to facilitate the speedy and effective operation of Data Access Services set out under this RODA, to the benefit of customers and to their mutual advantage.

a) In implementing services and facilities under this RODA, STC and the Other Licensed Operator shall endeavour to minimise the consequential costs, provided that this does not result in additional cost attribution to other products and services provided by either STC or the Other Licensed Operator and is consistent with agreed quality standards.

b) STC and the Other Licensed Operator shall treat each other in a fair and Professional manner.

1.9. STC will submit a copy of the Data Services Agreement to the CITC within ten (10) working days after its execution.

## 2. DEFINITIONS AND INTERPRETATION

2.1. In this RODA, except if the context requires otherwise, words and expressions are as defined in Annex A (*Definitions and Glossary of Terms)*.

2.2. Without prejudice to the rights of STC, in the event of conflict or ambiguity between the terms defined in the governing laws and regulations in respect of this RODA, the following order of precedence shall apply.

a) The Telecommunications Act
b) The Ordinance of the Communications Commission
c) The Telecommunications Bylaw
d) This Reference Offer for Data Access

2.3. In the event of conflict or ambiguity between the provisions of, this RODA (including any attachments, appendices or annexes hereto) and any Data Access Services Agreement entered into between STC and an Other Licensed Operator pursuant to negotiations based on this RODA, and subject to Clause 2.1 hereof, the following order of precedence shall apply:

a) This Reference Offer for Data Access
b) Any Agreement pursuant to this RODA

## 3. DATA ACCESS SERVICES

3.1. The Service Schedules contained in this RODA (Annex G hereto) provide details of the Data Access Services offered by STC. These schedules include:

a) A definition and description of each Data Access Service offered by STC.
b) A description of the terms and conditions under which the Data Access Service is offered.

c) Details of the charging structure and charging arrangements for each Data Access Service.

## 4. CHARGING FOR DATA ACCESS SERVICES

4.1. The charging structure for each Data Access Service is described in each service schedule as set out hereto under Annex F (*Price List*). The method of reviewing the charges given in the service schedules is described in Clause 17 Review, hereof.

4.2. The charges for each Data Access Service included in this RODA are set out in Annex F (*Price List*). STC may review and, subject to the approval of CITC, amend the Price List from time to time. Such amended Price List will be notified and published to the Other Licensed Operator, following approval by CITC, with not less than twenty eight (28) days notice of effecting any new charges for Data Access Services.

4.3. Price changes for services contained within this Annex F (*Price List*) to this RODA will become effective subsequent to their approval by CITC.

## 5. TECHNICAL ASPECTS

5.1. The technical aspects of the Data Access Services are contained within Annex C (*Technical Information*). This includes information on the following:

a) Interface standards
b) Safety standards
c) Technical characteristics

## 6. OPERATIONAL ASPECTS

6.1. The operational aspects of the Data Access Services are contained within Annex H (*Operations and Maintenance Manual*) hereto. This includes information on the following:

a) Fault Management
b) Data Access Service operation and maintenance processes
c) Site Access Procedure
d) Provisioning

## 7. QUALITY OF SERVICE MEASURES

7.1. Consistent with Article 41 of the Bylaw, STC shall provide Data Access Service to an Other Licensed Operator at the same quality of service level as for similar services provided wholly within STC's own Network.

7.2. If an Other Licensed Operator wants a higher level of service for a particular Data Access Service, STC can provide a Commercial Offer for a specific Service Level Agreement.

## 8. NEW SERVICES

8.1. STC or the Other Licensed Operator may, at any time, request from the other an agreement for the provision of any Data Access Service. Such requests shall be clearly marked as a request for a new service pursuant to this Clause 8.1.

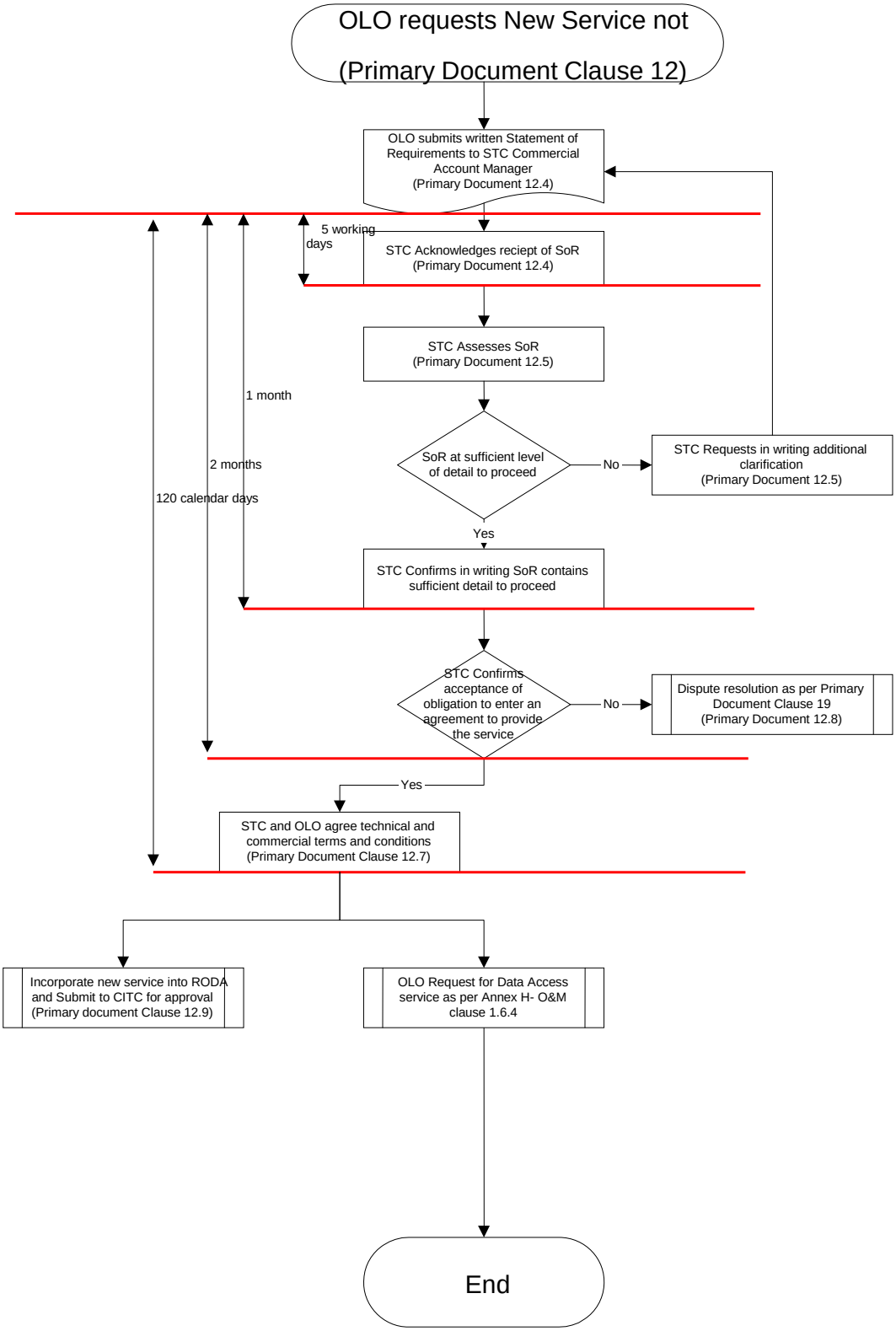
8.2. Following a request pursuant to Clause 8.1 hereof, STC or the Other Licensed Operator shall whilst observing the provisions of Clause 1.7 b hereof offer the other the Data Access Service or facility on its then current standard tariff terms and conditions.

8.3. If the Other Licensed Operator requests from STC an offer for the provision of a Data Access Service which STC is required to provide under the terms of the RODA, STC and the Other Licensed Operator shall enter into good faith negotiations for the provision of such service.

8.4. The Other Licensed Operator shall provide STC with a written statement of its requirements at the time of its request. STC shall acknowledge receipt of such requests not later than five (5) Business Days after receipt by exchange of confirmed emails or by personal delivery to the Head Office of STC.

8.5. Not later than one (1) Month, unless otherwise agreed by STC and the Other Licensed Operator, after receipt of statement of requirements, STC shall confirm whether the statement of requirements is sufficient. If not, STC shall request any further clarification it may reasonably require.

8.6. Subject to the requesting Other Licensed Operator's statement of requirements being sufficient, STC shall confirm in writing whether it accepts an obligation to enter into an agreement not later than two (2) Months after the receipt of the statement of requirements unless otherwise agreed with the Other Licensed Operator.




New Services Flow Diagram

8.7. If STC does accept an obligation to do so, STC and the Other Licensed Operator shall endeavour to agree the technical and commercial aspects of Data Access Services within one hundred and twenty (120) days after receipt of the statement of requirements.

8.8. If STC does not accept an obligation, a Dispute may be deemed to have arisen between the Licensed Operators, and the Other Licensed Operator may invoke the provisions of Clause 14 hereof. Negotiations to agree terms for the provision of the requested Data Access Service may nevertheless continue pending resolution of the Dispute.

8.9. If the request is for a new Data Access Service, the agreed technical and commercial terms shall be incorporated into a revision to this RODA and submitted to CITC for approval.

8.10. Any withdrawal of a Data Access Service shall be notified to the CITC for approval and to the Other Licensed Operator two (2) Months in advance of the proposed date of withdrawal.

## 9. MANAGEMENT OF DATA ACCESS SERVICES

9.1. Data Access Services will be managed through a Technical Review Committee. This Committee shall be comprised of both commercial and technical representatives from STC and the Other Licensed Operator.

9.2. All planning activities will be coordinated through this Technical Review Committee in accordance with the procedures laid out in Annex D (*Management of Data Access Services*).

## 10. BILLING AND PAYMENT

10.1. STC shall bill the Other Licensed Operator in accordance with the procedures outlined in Annex B (*Billing Processes and Procedures*).

10.2. The charges in this RODA are exclusive of government taxes and surcharges unless such charges are stated to be inclusive of government taxes and surcharges. However government taxes shall be charged where appropriate on invoices resulting from an acceptance of this RODA.

10.3. Invoices are due and payable in Saudi Riyals. Invoices will be dated as of the date of issue of the invoice (the "Issue Date") and are payable on or before the "Due Date" which is thirty (30) Calendar Days from the Issue Date in accordance with the provisions of Annex B (*Billing Processes and Procedures*).

10.4. STC shall provide to the Other Licensed Operator, invoices of all amounts due to STC, calculated in accordance with the provisions of Annex B (*Billing Processes and Procedures)* and Annex F (*Price List)*.

## 11. BANK GUARANTEE

11.1. The Other Licensed Operator shall provide STC with an unconditional and irrevocable bank guarantee the value and terms of which shall be agreed upon by STC and the Other Licensed Operator in the Data Access Services Agreement. This amount shall not exceed the value of three (3) Months of forecasted invoices for STC Services.

11.2. STC reserves the right to waive the requirement for the bank guarantee set out in Clause 11.1 hereof.

11.3. Where the Other Licensed Operator is required to issue a bank guarantee in accordance with Clause 11.1 hereof STC reserves the right to require the value of the bank guarantee to be reviewed and if appropriate amended every six (6) Months from the date of signing the Data Access Services Agreement.

11.4. STC will not proceed with implementing any initial orders of the OLO before the above-referred Bank Guarantee is secured.

## 12. STAFF SAFETY AND NETWORK PROTECTION

12.1. Each Licensed Operator is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of the Data Access Services Agreement to ensure that its Network does not:

a) Endanger the safety or health of employees, contractors, agents, customers of the other Licensee or the general public, or

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

12.2. Neither STC nor the Other Licensed Operator 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 Bylaw.

## 13. CONFIDENTIALITY AND DISCLOSURE

13.1. STC and the Other Licensed Operator shall conclude a confidentiality agreement as part of the Data Access Service Agreement. This will follow normal practice and provide for the non-disclosure of confidential information to third parties except to the CITC and as provided for under the laws of the Kingdom.

13.2. Information provided by one Licensed Operator to the other for the purposes of the provision and take up of Data Access Service shall only be used by relevant staff within the receiving Licensed Operator's company for the purposes of Data Access Service provisioning and shall not be made generally available within the Licensed Operator's company.

13.3. Subject to the confidentiality obligations of STC or the Other Licensed Operator to a third party, either STC or the Other Licensed Operator may request, and the other shall provide, information on protocols in use by that third party which are required for Data Access Service, specified in this RODA if such other third party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.

13.4. Notwithstanding any provision of this RODA, STC or the Other Licensed Operator shall not be obliged to provide information which is subject to a confidentiality obligation to a third party unless such third party consents to such disclosure and STC or the Other Licensed Operator as appropriate has taken all reasonable steps to secure the consent of such third party.

13.5. The Disclosing Licensed Operator shall use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.

13.6. Subject to Clause 19 hereof, Limitation of Liability, hereof, the Receiving Licensed Operator shall indemnify the Disclosing Licensed Operator and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Licensed Operator to comply with any reasonable conditions imposed and expressly identified and notified to Receiving Licensed Operator, including those relating to confidentiality as per this Clause13, by the Disclosing Licensed Operator at the time when the information was provided.

13.7. Nothing in this RODA shall require a Licensed Operator 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.

## 14. RESOLUTION OF DISPUTES

14.1. In the event of any Dispute arising between the Licensed Operators relating to or arising out of a Data Access Services Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of the Data Access Services Agreement, the Licensed Operators shall meet within ten (10) Business Days of receipt of written notice of the Dispute by one Licensed Operator to the other (or such longer time as mutually agreed by the Licensed Operators) to negotiate in good faith in an effort to settle such Dispute.

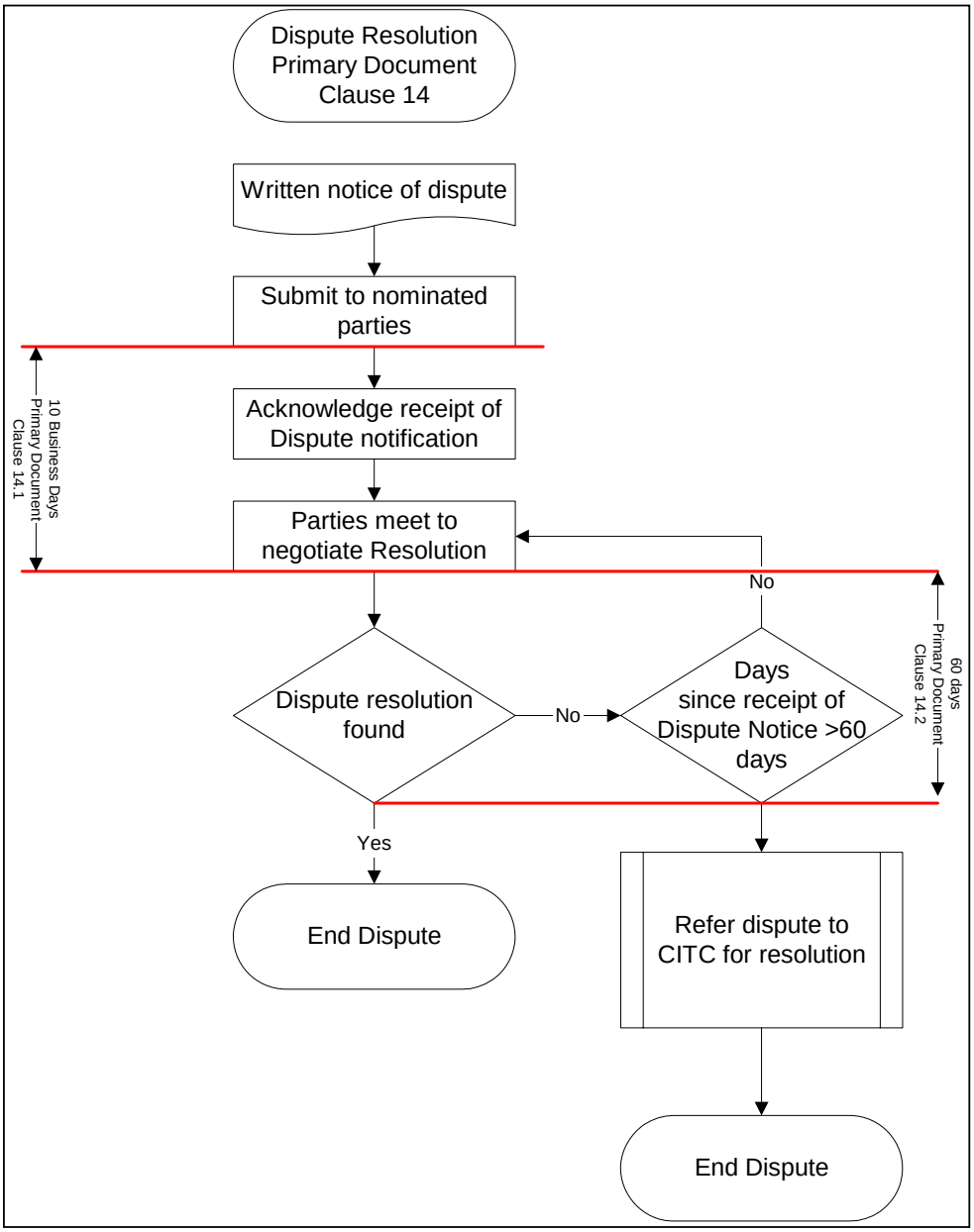
14.2. Subject to Clause14.3 hereof, provided that the period during which the parties have been negotiating in good faith is not less than Sixty (60) days and in circumstances where the parties have met, negotiated in good faith and failed to resolve the Dispute then either party may refer the matter to CITC for resolution in accordance with the Laws of the Kingdom.

14.3. The period of Sixty (60) days given in Clause 14.2 herein is in addition to the time taken for the parties to meet as set out in Clause 14.1 hereof.

14.4. A request for resolution by CITC should be made in writing to:

His Excellency the Governor of Communications and Information Technology
Communications and Information Technology Commission
P.O. Box 75606
Riyadh 11588

14.5. Each Licensed Operator will continue to fulfil its lawful obligations pending any dispute resolution, and shall keep their networks connected for the provision of Data Access Services between their respective networks.




Dispute Resolution Flow Diagram

## 15. BREACH, SUSPENSION AND TERMINATION

15.1. If one Licensed Operator's Network seriously and adversely affects the normal operation of the other Licensed Operator's Network, or is a threat to any person's safety, the affected Licensed Operator shall immediately inform the affecting Licensed Operator. The affecting Licensed Operator 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 Licensed Operator may suspend, to the extent necessary, such of its obligations under this RODA, and for such period as it may consider reasonable to ensure the normal operation of its Telecommunications System or to reduce the threat to safety. Such suspension shall be notified in writing to both the Other Licensed Operator in potential breach and the CITC and may continue unless the CITC instructs otherwise or the problem is resolved.

15.2. If either Licensed Operator is in material breach of any provisions of the Data Access Services Agreement consequent upon this RODA (including failure to pay an undisputed sum due hereunder), the Licensed Operator may serve a written notice (the "breach notice") on the Licensed Operator in breach, copied to the CITC, specifying the breach and requiring it to be remedied as well as stating the consequences of failure to remedy including potential suspension or termination.

15.3. If the Licensed Operator in breach fails to remedy the breach within twenty eight (28) Calendar Days of receipt of the breach notice, the other affected Licensed Operator may, until such breach is remedied, action the consequences stated in the breach notice including suspend performance of such of its obligations made under an agreement pursuant to this RODA as is reasonable in the circumstances. Such suspension shall be notified in writing to the CITC.

15.4. If the Licensed Operator in breach fails to remedy the breach within the period stated in the breach notice, the affected Licensed Operator may, terminate the Data Access Services Agreement with the Licensed Operator in breach on three (3) Calendar Months' written notice to both the Licensed Operator in breach as well as the CITC. If the Licensed Operator in breach remedies the breach within such three (3) Calendar Months' notice period, the Data Access Services Agreement shall not be terminated as a result of such notice. Such termination shall be notified in writing to the CITC and may be implemented unless the CITC instruct otherwise.

15.5. The Data Access Services Agreement may be terminated by either Licensed Operator by written notice forthwith to both the Licensed Operator in breach as well as the CITC (or on the termination of such other period as such notice may specify) if any one of the following occurs;

a) The Other Licensed Operator formally commences bankruptcy proceedings;
b) Bankruptcy proceedings are formally commenced against the Other Licensed Operator;
c) The Other Licensed Operator ceases to carry on business.

15.6. Either Licensed Operator may terminate the Data Access Services Agreement by giving at any time to the other not less than twenty four (24) Calendar Months written notice.

15.7. After a notice has been issued pursuant to Clause 15.6 hereof a Licensed Operator may request the other Licensed Operator to carry on good faith negotiations with a view to entering into a new agreement.

15.8. Following a request pursuant to Clause 15.6 hereof, if, on termination of the Data Access Services Agreement, either Licensed Operator would be obliged under its Licence to enter into a new Data Access Services Agreement with the Other Licensed Operator then STC and the Other Licensed Operator shall carry on good faith negotiations with a view to entering into a new Agreement to take effect on the expiry of the terminating Data Access Services Agreement.

15.9. Upon expiry of the Data Access Services Agreement each Licensed Operator shall take such steps and provide such facilities as are necessary for recovery by the Licensed Operator of equipment (if any) supplied by that Licensed Operator. Each Licensed Operator shall use reasonable endeavours to recover equipment made available by it.

15.10. If thirty (30) Calendar Days after the expiry of the Data Access Services Agreement, a Licensed Operator fails to recover all equipment because of the acts or omissions of the other Licensed Operator (or a Third Party appearing to have control of a site where such equipment is situated) without reasonable cause, the first Licensed Operator may demand reasonable compensation from the other Licensed Operator which shall be paid by the other Licensed Operator within thirty (30) Calendar Days of the date of the demand.

15.11. Without prejudice to a Licensed Operator's rights upon expiry of the Data Access Services Agreement, a Licensed Operator shall refund to the other a fair and equitable proportion of those periodic sums (if any) paid under the Data Access Services Agreement for a period extending beyond the date of such termination or expiration.

15.12. Expiry of the Data Access Services Agreement shall not be deemed a waiver of a breach of any term or condition thereof and shall be without prejudice to a Licensed Operator's rights, liabilities or obligations that have accrued prior to such expiry.

## 16. INTELLECTUAL PROPERTY RIGHTS

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

## 17. REVIEW

17.1. STC and / or the Other Licensed Operator may seek to amend the Data Access Services Agreement pursuant to this RODA by serving on the other a review notice if:

a) either Licensed Operator's licence is materially modified (whether by amendment or replacement); or
b) STC's obligations under the Data Access Services Guidelines are materially altered; or
c) a material change occurs in the law or regulations governing telecommunications in the Kingdom; or
d) the Data Access Services Agreement makes express provision for a review or the Licensed Operators agree in writing that there shall be a review; or
e) a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of the Data Access Services Agreement; or
f) the rights and obligations under the Data Access Services Agreement are assigned or transferred by the other Licensed Operator; or
g) there is a general review pursuant to Clause 17.3 hereof.

17.2. A review notice shall set out in reasonable detail the issues to be discussed between STC and the Other Licensed Operator.

17.3. A Licensed Operator may initiate a general review of the Data Access Services Agreement by serving a review notice during the period of three (3) Calendar Months commencing on 1st July in any year.

17.4. A review shall take place following changes either mandated or approved by the CITC to this RODA. Any such changes shall be effective based on the timeframes as set out in the revised Offer.

17.5. On service of a review notice, STC and the Other Licensed Operator shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to the Data Access Services Agreement.

17.6. For the avoidance of doubt, STC and the Other Licensed Operator agree that notwithstanding service of a review notice, the Data Access Services Agreement shall remain in full force and effect.

17.7. If STC and the Other Licensed Operator fail to reach agreement on the subject matter of a review notice the provisions of Clause14 hereof, Resolution of Disputes, shall apply.

17.8. STC and the Other Licensed Operator shall enter into an agreement to modify or replace the Data Access Services Agreement in accordance with what is agreed between the Licensed Operators.

17.9. STC shall periodically update this RODA to take account of any appropriate changes to the Data Access Services Agreements, the Data Access Services Guidelines published by the CITC or the Services offered by STC under this RODA. Such amendments will be submitted to the CITC for approval no less than thirty (30) Calendar Days prior to the effective date of any such changes.

## 18. FORCE MAJEURE

18.1. Neither STC nor the Other Licensed Operator shall be liable for any breach of the Data Access Services 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 the Other Licensed Operator's employees), fire, lightning, explosion, flood, earthquake, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Licensed Operator is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.

18.2. The Licensed Operator initially affected by a force majeure shall as soon as is reasonably practicable notify the other of the force majeure. The Licensed Operator 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").

18.3. Upon cessation of the service effects of the force majeure the Licensed Operator initially affected by a force majeure shall promptly notify the other of such cessation.

18.4. If as a result of a force majeure, the Licensed Operator is prevented from performing its obligations under this RODA, such Licensed Operator shall, subject to the provisions of Clause 18.6 hereof 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 Licensed Operator 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 Licensed Operator.

18.5. To the extent that a Licensed Operator is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this RODA, the other Licensed Operator 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.

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

a) a continuous period of not more than six (6) Calendar Months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to Clause18.3) any obligation outstanding shall be fulfilled by the Licensed Operator 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 Licensed Operator.

b) 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 Clause18.3), the Licensed Operator receiving the force majeure notification shall be entitled (but not obliged) to terminate the Data Access Services Agreement by giving not less than thirty (30) Business Days written notice to the other Licensed Operator, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Licensed Operator receiving the force majeure notification prior to the expiry of the thirty (30) Business Days notice. If the Data Access Services Agreement is not terminated in accordance with the provisions of this Clause a), any obligations outstanding shall be fulfilled by the Licensed Operator 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 Licensed Operator.

## 19. LIMITATION OF LIABILITY

19.1. Subject to Clause15, Breach, Suspension and Termination, if either operator is in breach of any of its obligations under the Data Access Services Agreement pursuant to this RODA (excluding obligations arising under this RODA to pay moneys), liability 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).

## 20. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

20.1. Without prejudice to the Licence Agreement no rights, benefits or obligations made under the Data Access Services Agreement may be assigned or transferred, in whole or in part, by a Licensed Operator without the prior written consent of the other Licensed Operator, such consent not to be unreasonably withheld.

## 21. NOTICES

21.1. A notice shall be duly served if:

a) sent by email, upon its receipt being confirmed by return email between the nominated persons;
b) delivered by hand, and exchanged for a signed receipt, at the time of actual delivery;
c) sent by facsimile, upon its receipt being confirmed in the first instance by phone between nominated persons and followed in writing;
d) sent by recorded delivery service, two (2) Business Days after the day of despatch.

21.2. Except if otherwise specifically provided all notices and other communications relating to an acceptance of this RODA shall be in writing and shall be sent to the contact points and addresses as set out in the Data Access Services Agreement.

## 22. WAIVER

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

## 23. SEVERABILITY

23.1. The invalidity, unenforceability of any provision in the Data Access Services Agreement shall not affect the validity or enforceability of the remaining provisions.

## 24. AMENDMENTS

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

## 25. GOVERNING LAW

25.1. The interpretation, validity and performance of this RODA shall be governed in all respects by the laws of the Kingdom and STC and the Other Licensed Operators submit to the exclusive jurisdiction of the Courts of the Kingdom.