



DARK FIBER IRU AGREEMENT

BETWEEN

**GULF COOPERATION COUNCIL INTERCONNECTION
AUTHORITY**

AND

CUSTOMER

DATED 25TH DECEMBER 2017



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DARK FIBER IRU AGREEMENT

This Dark Fiber IRU Agreement (the “**Agreement**”) is entered into on --th of December 2017 (the “**Execution Date**”), by & Between:

1. **GULF COOPERATION COUNCIL INTERCONNECTION AUTHORITY**, a joint stock company (subscribed by the six Gulf States by virtue articles of association and by-laws were approved by Royal Decree No. 11/21 of July 29, 2001), duly organized under the Saudi laws under the CR # 2050040558 and having its head offices at GCCIA Headquarters Building, P.O. Box 3894 Dammam 31481 Kingdom of Saudi Arabia, Tel: +966 13 8214200, Fax: +966 13 8211766, E-mail: ceo@gccia.com.sa, represented in signing this Agreement by Mr. Ahmed Ali Al-Ebrahim in his capacity as the Chief Executive Officer (hereinafter referred to as “**GCCIA**”), and
2. **CUSTOMER NAME**, a _____ company duly organized under the laws of XXXX under the CR XXXX and having its head offices XXXX Address , Tel: +XXXX, Fax: +XXXX, E-mail: _____@_____, represented in signing this Agreement by Mr. _____ in his capacity as the _____ (hereinafter referred to as “**Customer**”).

GCCIA and **Customer** are hereinafter referred to collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS:

WHEREAS GCCIA controls a fiber optic telecommunication infrastructure between various points of the GCC countries, as described in Exhibit (A) (the “**GCCIA Fiber**”); and

WHEREAS Customer wishes to purchase an IRU to use certain dark fiber strands within the GCCIA Fiber, and GCCIA is willing to sell such an IRU on the terms and conditions set forth herein; and

WHEREAS Customer wishes to have GCCIA perform, and GCCIA is willing to perform, certain maintenance functions during the period of time and on the terms and conditions specified herein; and

WHEREAS the GCCIA Fiber to be provided hereunder will be used by the Customer.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement, unless explicitly stated to the contrary:

“**Access Fee**” is defined in Section 3.3.1 herein.



“**Affiliate**” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is controlled by, or is under common Control with, such specified Person.

“**Best Industry Practice**” means, in relation to any particular circumstances, the degree of skill, diligence and operating practice which would reasonably be expected from a reasonably skilled and experienced provider of services of a similar type to the services provided under this Agreement under the same or similar circumstances;

“**Business Day**” means any day that is not a Friday, a Saturday or other day on which banks are required by law to be closed in Saudi Arabia.

“**Cable**” means fiber optic cable along the Route identified in Exhibit (A), having fiber optic filaments contained in any suitable jacketing or sheath.

“**Change of Control of Customer**” means the acquisition of the Control of Customer, whether through the acquisition of shares, merger or otherwise, by any Person not Controlling Customer at the Execution Date.

“**Co-location**” means a location at GCCIA Substation where equipment is housed in a secure manned and managed space

“**Co-location Agreement**” is defined in Section 6.4 herein.

“**Control**” means the power of a Person to secure (whether by the holding of shares, possession of voting rights or by virtue of any other powers conferred by articles of association, constitution, partnership agreement or other documents regulating such Person) that the affairs of another are conducted in accordance with its wishes and “**Controlled**” shall be construed accordingly.

“**Costs**” means all actual, direct costs paid or payable in accordance with the established accounting procedures generally used by GCCIA and which it utilizes in billing third parties for reimbursable projects which costs shall include, without limitation, the following: (i) internal labour costs, including wages and salaries, and benefits, and overhead allocable to such labour costs, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

“**Customer Equipment and Facilities**” is defined in Section 9 herein.

“**Customer Fibers**” means fiber optic filaments owned, or used by Customer pursuant to an agreement entered into by Customer with a third party, and which will be connected to the Customer IRU Fibers in accordance with the terms and conditions herein.

“**Customer’s Group of Companies**” means any subsidiary or affiliate of the Customer as detailed in Exhibit (G) irrespective of whether or not the Customer controls or owns such entity. This Schedule may be amended from time to time by the Customer in its discretion by providing notice to GCCIA of such amendment during the term of this Agreement. Such notice shall be conclusion evidence that the company/ies referred to in it are a member of the Customer’s Group of Companies for the purposes of this Agreement;



“**Customer IRU Fibers**” mean the Fibers in which Customer is acquiring an IRU, pursuant to the terms and conditions herein. The number and location of Customer IRU Fibers are set forth in Exhibit (A). For the avoidance of doubt, the Customer IRU Fibers does not include the fibre in Kuwait, Bahrain, UAE and Qatar.

“**CITC**” is Communication Information and Technology Commission

“**Deliver**” or “**Delivery**” of Customer IRU Fibers means that the applicable Customer IRU Fibers are available for use at the mutually agreed GCCIA POPs, manholes/or splice boxes in KSA only and are operating in accordance with the specifications in Exhibit (B).

“**Delivery Notice**” is defined in Section 4.2 herein.

“**Disclosing Party**” is defined in Section 18.1 herein.

“**Event of Default**” is defined in Section 19.2 herein.

“**Execution Date**” means the date on which this Agreement shall commence as first noted above.

“**Fibers**” means the fiber optic filaments contained in the Cable.

“**Force Majeure Event**” is defined in Section 21.1 herein.

“**GCC**” means the Cooperation Council for the Arab States of the Gulf.

“**GCCIA Fiber**” has the meaning set out in the Recitals of this Agreement.

“**GCCIA POP**” means a GCCIA terminal facility or Point of Presence.

“**ICC**” means GCCIA’s Interconnection Control Centre as described in Exhibit (C) herein of the SLA form.

“**Impositions**” means all taxes, fees, levies, imposts, duties, contributions, withholdings or charges of a similar nature (including, without limitation, sales and use taxes), assessed by any government or taxing authority by reason of the transaction entered into pursuant to this Agreement assessed for any period during the Term of the Agreement and subsequent to the Execution Date Impositions shall also include any penalties, fines, or interest thereon.

“**Initial Term**” has the meaning set out in section 5.1;

“**Insolvent**” means the occurrence of any of the following events, whereby either Party (i) becomes or is declared insolvent or files a petition for insolvency; (ii) is being liquidated or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.



“**IRU**” means an indefeasible right of use permitting Customer to have exclusive use of the Customer IRU Fibers throughout the Term along of the contract

“**IRU Fee**” means the amount to be paid by Customer for the IRU as specified below in Section 3.

“**Maintenance**” means the maintenance services referred to in this Agreement, including Section 6.

“**Maintenance Fee**” means the fee to be paid by Customer to GCCIA in consideration of the Maintenance services for the Cable, the details of which are set out in Section 3 to this Agreement;

“**ODF**” or “**Optical Distribution Frame**” means a passive device which, terminates Cables.

“**Outage**” means the interruptions, outages or degradations in the actual transmission capability of the Customer IRU Fibers that may occur from time to time.

“**Person**” means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.

“**Planned System Work Period**” or “**PSWP**” means a prearranged period of time reserved for performing certain work on the GCCIA Fiber that may potentially impact traffic. The PSWP shall be agreed upon pursuant to Exhibit (C).

“**Proprietary Information**” is defined in Section 18.1 herein.

“**Ready for Service**” or “**RFS**” is defined as the date on which the Customer has completed user acceptance testing to its satisfaction, as further defined in Section 4.5(a) of this Agreement.

“**Recipient Party**” is defined in Section 18.1 herein.

“**Route**” means the path or paths on which the Cable is located, as identified in Exhibit (A). For maintenance purposes only, GCCIA reserves the right to alter temporarily each applicable Route, provided that such alterations do not result in changes to the GCCIA POPs along the applicable Route.

“**Route Segment**” means a portion of the Route between any two GCCIA POPs.

“**Scheduled Maintenance**” is defined in Exhibit (C) herein.

“**Term**” means the Initial Term together with any renewed terms of this Agreement as per section 5.2;

“**Underlying Rights**” means certain rights of way and other agreements obtained by GCCIA for construction and operation of the GCCIA Fiber in accordance with this Agreement.

“**Unscheduled Maintenance**” is defined in Exhibit (C) herein and consists of Emergency Unscheduled Maintenance and Non-Emergency Unscheduled Maintenance.



“VAT” is Value Add Tax

2. GRANT OF IRU

2.1 GCCIA hereby agrees to grant, and Customer hereby agrees to purchase, an IRU in the Customer IRU Fibers, on and subject to the terms and conditions set forth in this Agreement.

2.2 The Customer IRU Fibers are located along the Route as described in Section 6 of Exhibit (A).

3. IRU FEE, MAINTENANCE FEE AND OTHER COSTS

The IRU Fee to be paid by Customer for the IRU in the Customer IRU Fibers shall be as follows:

3.1 For Single Pair

Total price for the purchase of Single Pair on IRU basis, to be paid in accordance with Section 14, for the GCCIA Fiber as per Exhibit (A) including IRU price, annual operation & Maintenance Fee for fifteen (15) years, is set out in the table below:

Segment	ANNUAL PAYMENT USD\$ FOR 15 YEARS	ANNUAL OPERATION & MAINTENANCE USD\$/year FOR YEARS 1-15
Al Fadhili to Kuwait Border (Saudi Arabia)		
Al Fadhili to Ghunan (Saudi Arabia)		
Ghunan to Bahrain Border (Saudi Arabia)		
Ghunan to Salwa (Saudi Arabia)		
Salwa to Qatar Border (Saudi Arabia)	258,000	86,666
Salwa to UAE Border (Saudi Arabia)		
TOTAL		344,666

*VAT and CITC charge is not included and shall be add as extra and pay by the customer. .
The VAT is 5% in 2018. CITC charge is 6% / year in first (1) year, 9% / year in second (2) year and 11 % / year in years (3 -15)

3.2 Costs to connect the Customer IRU Fibers

All Costs to connect the Customer IRU Fibers with the Customer Fibers in all GCCIA POPs (the “**Connection Costs**”) shall be incurred by and borne solely by the Customer.



4. Delivery and Ready For Service

- 4.1 GCCIA will deliver the designated Customer IRU Fibres or, where applicable, to Customer within 30 calendar days of written request from Customer.
- 4.2 On the date of Delivery, GCCIA will notify Customer in writing that the Customer IRU Fibers and, where applicable, are available for use and comply with the specifications in Exhibit (B) (the “**Delivery Notice**”). Upon Customer’s request, GCCIA shall promptly provide Customer with a copy of the results of the tests carried out by GCCIA together with the methods of testing.
- 4.3 Following the date upon which the Customer receives the Delivery Notice from GCCIA, the Customer shall undertake testing of the Customer IRU Fibers provided by GCCIA.
- 4.4 In no event shall the unavailability, incompatibility, delay in installation, or other impairment of any of Customer’s interconnection facilities or any other customer controlled facilities including Customer’s suppliers (e.g., a local access telephone service provider) be used as a basis for rejecting any portion of the IRU in the Customer IRU Fibers granted hereunder.
- 4.5 If Customer testing confirms that the Customer IRU Fibers are ready for use and comply with the specifications in Exhibit (B), Customer shall counter-sign and return to GCCIA a copy of the Delivery Notice acknowledging the Delivery of the Customer IRU Fibers. By counter-signing the Delivery Notice, Customer acknowledges that the Customer IRU Fibers listed in the Delivery Notice comply with the applicable specifications. The date the Customer puts the Customer IRU Fibers into service and it can be used commercially shall constitute the Ready for Service Date (“RFS”); or If Customer determines that any Customer IRU Fiber does not comply with these specifications, it shall notify GCCIA in writing. Such notice shall specify in detail how the applicable Customer IRU Fiber fails to conform. Customer shall be entitled to accept partially the Delivery in case of defective segments subject to the issuance of a notice to GCCIA which shall remedy these defects within five (5) Business Days from receipt of the notice.
- 4.6 If, (i) Customer fails to notify GCCIA of the non-conformity of the applicable Customer IRU Fiber to specification before the Ready for Service Date, Customer shall be deemed to have accepted the applicable Customer IRU Fibers on the Ready for Service Date. If Customer does properly provide a notice to GCCIA that the applicable Customer IRU Fibers do not conform, GCCIA shall use its best efforts to remedy such non-conformity and Deliver the Customer IRU Fibers in a period not exceeding 10 Business Days of notice receipt date.
- 4.7 On the **Ready for Service** (“RFS”) Date, immediately following handover and acceptance, GCCIA shall provide Customer with an invoice for (i) the first instalment of the Single Pair IRU Fee advance payment and operations and maintenance fee as detailed in section 3.1 and 14.1 and Subsequent payments for IRU cost being the annual payment and maintenance (O&M) fee shall be due following an invoice issued every Year in arrears for



the remaining 14 years. Except as expressly set forth herein, the IRU Fee, the Maintenance Fee shall not be refundable.

4.8 Customer shall pay the GCCIA Invoice, in immediately available funds, in accordance with Section 14.2.

4.9 At any time during the Term after the Ready For Service Date the Customer may elect in writing to GCCIA to pay the remaining balance of the IRU Fee not including the annual operation and maintenance of the IRU in advance in consideration of the right to use the Customer Fibers for the Initial Term or Term.

4.10 If the RFS Date has not occurred by twelve (12) months from the date this Agreement is signed then Customer may, at any time after that date but before the occurrence of the RFS Date, without liability cancel this Agreement by notice in writing to GCCIA.

5. TERM

5.1 The period of time during which Customer shall hold the IRU granted hereunder shall commence on the date of Ready for Service, as set out in Section 4.5 and continue thereafter for a period of fifteen (15) years ("**Initial Term**"), unless sooner terminated in compliance with the terms of this Agreement or extended at the end of the Term, subject to the Parties coming to Agreement on any such extension within one year prior to the expiry of the Term. Any termination for this Agreement shall be upon three (3) months prior written notice.

5.2 The Customer can extend this Agreement for five (5) years, with the same terms & conditions, after the end of the Initial Term provided that, the Customer shall notify GCCIA of its desire to extend the Term of the Agreement with six (6) months written notice prior the expiry of the Initial Term of the Agreement.

5.3 At the expiry of this Agreement, the IRU of the Customer IRU Fibers shall immediately terminate, and all rights of Customer under this Agreement shall cease. At the termination or expiry of this Agreement, Customer shall immediately cease using the Customer IRU Fibers that are the subject hereof and at Customer's sole cost and expense remove any and all equipment associated with the Customer IRU Fibers unless the cause of termination of this Agreement is attributable to GCCIA, in which case GCCIA shall bear all costs associated to the removal of Customer equipment. In the event said equipment has not been removed within forty five (45) Business Days of the termination or expiry, then GCCIA shall be entitled to remove such equipment and Customer shall reimburse GCCIA for the reasonable cost thereof unless the cause of termination of this Agreement is attributable to GCCIA, in which case GCCIA shall bear all costs associated to the removal of Customer equipment.

6. MAINTENANCE

6.1 Customer shall have no right to use any portion of the GCCIA Fiber or any property associated therewith except as expressly set forth herein. The Customer IRU Fibers are subject to and provisioned in accordance with the specifications in Exhibits (B) and (C) hereto, which may be modified from time to time by GCCIA with Customer's consent, such consent shall not be unreasonably withheld or delayed.



- 6.2 GCCIA shall maintain the Customer IRU Fibers in accordance with the terms of Exhibit (C) hereto and will ensure that they continue to meet the requirements of Exhibit (B) throughout the term. GCCIA shall perform all of its obligations under the Agreement, including the provision of Maintenance:
- (i) in accordance with Best Industry Practice;
 - (ii) in accordance with the Customer's reasonable instructions; and
 - (iii) under a sufficient number of GCCIA personnel that are suitably qualified, skilled and experienced.

7. PERMITS, UNDERLYING RIGHTS, RELOCATION

7.1 The Customer IRU Fibers are subject and subordinate to the terms of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The Customer IRU Fibers are further subject and subordinate to the prior right of the grantor of the Underlying Rights to use the right of way for other business activities, including, power transmission, railroad operations, telecommunications uses, pipeline operations or any other purposes, and to the prior right of GCCIA to use its rights granted under the Underlying Rights. The rights granted herein are expressly made subject and subordinate to each and every limitation, restriction or reservation affecting the Underlying Rights provided however that the GCCIA confirms that the Underlying Rights do not and will not operate so as to prevent or limit in any way Customer from making at all times commercial use of the Customer IRU Fibers in the course of its business providing wholesale and retail telecommunications services, or from exercising its rights as contemplated by this Agreement. Nothing herein shall be construed to be a representation, warranty or covenant of GCCIA's right, title or interest with respect to the right of way or the Underlying Rights except insofar as is necessary for GCCIA to provide the Customer with the rights and benefits granted under this Agreement.

7.2 If GCCIA is required in accordance with the Underlying Rights to relocate any part of the GCCIA Customer IRU Fiber during the Term, including any of the facilities used or required in providing the Customer IRU Fibers, GCCIA and Customer shall reasonably agree to the timing of, the methods to be used for such reasonable relocation, provided that all the costs associated with the relocation shall be borne by GCCIA if it is reasonable and that any such relocation shall be constructed and tested in accordance with the specifications set forth in Exhibit (B), and incorporate Fiber meeting the specifications of the original Customer IRU Fibers. In the event of relocation, GCCIA shall use its best efforts to minimize the disruption of Customer's use of the Customer IRU Fibers. .

8. ACCESS TO GCCIA POPS

8.1 GCCIA shall provide Customer with access to the Customer IRU Fibers at the GCCIA POPs man-holes or splice boxes identified in Exhibit (A) hereto following Delivery. GCCIA shall allow a representative of Customer to be present when GCCIA is performing all connections by GCCIA, in accordance with GCCIA's applicable specifications and operating procedures. The pre-agreed Costs of all such interconnection, as set out in Section 3, shall be the sole responsibility of Customer.



- 8.2 Subject to the requirements of all Underlying Rights, GCCIA shall provide Customer with reasonable access to all relevant GCCIA POPs, but only if accompanied by a GCCIA representative(s) in accordance with the GCCIA Safety Rules, as set forth in Exhibit (E).
- 8.3 Neither GCCIA nor Customer shall have any limitations on the types of electronics or technologies employed to use the Customer IRU Fibers; however, Customer's electronics or technologies must comply with the GCCIA Safety Rules, as set forth in Exhibit (E), and Customer will not do anything which might reasonably be expected to cause interference with the GCCIA Fiber.

9. USE OF GCCIA FIBER – NON COMPETE

- 9.1 Subject to GCCIA's obligation to ensure legal and regulatory compliance of GCCIA fibre transmission as a whole, Customer shall use reasonable endeavours to ensure that the use by its customers or end users of the Customer IRU Fibers and GCCIA Fiber shall comply with all Applicable Laws, ordinances, rules, regulations and restrictions.
- 9.2 Customer accepts full responsibility for its use of the Customer IRU Fibers, and without limitation, shall be responsible for:
- (a) Any content transmitted through the Customer IRU Fibers; and
 - (a) Use and publication of communications and/or information using the Customer IRU Fibers.
- 9.3 Customer understands and agrees that GCCIA neither initiates the transmission of information, selects the receivers of the transmission through the Customer IRU Fibers, nor modifies the information contained in the transmission through the Customer IRU Fibers.
- 9.4 This Agreement grants to Customer no right to use any element of the GCCIA Fiber other than the right to use the Customer IRU Fibers pursuant to the terms hereof. Customer shall keep any and all portions of the GCCIA Fiber, including the Customer IRU Fibers, free from any liens, rights or claims of any third party. GCCIA for its part, shall keep any and all portions of the Customer IRU Fibers, free from any liens, rights or claims of any third party
- 9.5 Other than an IRU in the Customer IRU Fibers and the possibility to provide capacity to its commercial customers, this Agreement does not grant Customer any right, title or interest in any portion of the GCCIA Fiber. Customer shall not have the right to possess, control, hold title to, change, replace, upgrade, modify, sell, salvage or encumber the physical Customer IRU Fibers or any other GCCIA equipment or fiber. Customer shall be responsible for the configuration and operation of its network using the Customer IRU Fibers, including the provisioning of all Customer Fibers, interconnection facilities, lateral facilities, network equipment, testing equipment and procedures, maintenance (other than maintenance of the Customer IRU Fibers or any portion of the GCCIA Fiber), and other facilities or actions (together the "**Customer Equipment and Facilities**") necessary to use the Customer IRU Fibers. All Customer Equipment and Facilities shall be separately acquired by Customer and may be provided by a local telecom operator or other third party. Customer Equipment and Facilities are not part of the Customer IRU Fibers, and Customer's acceptance of the Customer IRU Fibers may not be conditioned upon the availability of such Customer Equipment and Facilities. Customer shall conduct all operations and use of the Customer IRU Fibers in a manner that does not interfere with the GCCIA Fiber or the use thereof by GCCIA or any other customer of GCCIA.



Customer, its employees and contractors shall at all times comply with the GCCIA Safety Rules, as set forth in Exhibit (E).

9.6 Customer and GCCIA agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this Agreement that are imposed by any governmental agency, regulatory agency or authority. However, such cooperation and support notwithstanding, Customer will use its reasonable endeavours to procure that its customers and/or end users shall comply with (together the “**Applicable Laws**”):

- (a) any term in any regulatory or governmental licence, authorisation, consent, permission, approval or guidance; and
- (b) any law, statute, regulation or instruction of any governmental, supranational or other regulatory authority or agency of competent jurisdiction.

9.7 Notwithstanding any of the provisions of this Agreement, Customer shall have the right to use the Customer IRU Fibers to provide retail and wholesale telecommunications services to its customers. GCCIA warrants the Customer IRU Fibres will be fit for this purpose.

10. JOINT WORKING GROUP

10.1 Immediately upon execution of this Agreement, the Parties will form a Joint Working Group (“JWG”). The purpose of the JWG shall be to finalise the technical and operations schedules to this Agreement (Exhibit (A) – Exhibit (G)), including the co-location arrangements (pursuant to Exhibit (D), which includes commercial terms for co-location) and any other documentation required pursuant to this Agreement.

10.2 The Parties will negotiate in good faith to reach agreement on the content of the Exhibits subject of Section 10 but should they fail to reach agreement on any material provision of any Exhibit within ninety (90) working days of the date of this Agreement then this Agreement shall lapse and any payment paid by Customer to GCCIA in respect of the IRU Fee shall be refunded.

11. INDEMNIFICATION

11.1 Customer agrees to release, indemnify, defend, protect, and hold harmless GCCIA, its employees, officers, directors, agents, shareholders and Affiliates, from and against, and assumes liability for the following:

- (a) claims, liabilities or damages incurred by GCCIA to the extent arising directly out of any violation by Customer of its obligation under section 9.6 in respect of Applicable Laws in connection with the use of the Customer IRU Fibers hereunder;
- (b) Any claims, liabilities or damages incurred by GCCIA to the extent arising directly out of any interference with or infringement of the rights of GCCIA or any third party as a result of Customer’s use of the Customer IRU Fibers hereunder not in accordance with the provisions of this Agreement; and
- (c) Any claims, liabilities or damages incurred by GCCIA to the extent arising directly out of the use, resale, sharing or modification of the Customer IRU Fibers or any other portion of the GCCIA Fiber by Customer and/or its customers or other end users in breach of the provisions of this Agreement.

11.2 GCCIA agrees to indemnify Customer its employees, officers, directors, agents, shareholders and Affiliates, from any claims, liabilities or damages arising out of any



violation by GCCIA its employees, officers, directors, agents, shareholders and Affiliates, of any of the provisions of this Agreement in particular any claim that the use of the Customer IRU Fibers infringes a third party's rights or any of the Applicable Laws in connection with the grant of the IRU hereunder.

11.3 Nothing contained herein shall operate as a limitation on either's Party right to bring an action for damages against any third party, such damages to include but not be limited to, direct, indirect, statutory, special, based on any acts or omissions of a third party that may affect the construction, operation or use of the Customer IRU Fibers or the GCCIA Fiber; provided, however, that where any proposed action relates to the Customer IRU Fibers pursuant to this Agreement, Customer and GCCIA agree to use reasonable efforts to assign to one another, when and where needed, any such rights, actions, or claims to GCCIA and execute documents and take any other action reasonably necessary to enable GCCIA to pursue any right, action or claim against a third party.

12. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

12.1 With the exception of the defined obligation on the Parties to indemnify one another as set out herein, neither Party shall be liable to the other for any claim or cause of action requesting or claiming special, incidental, indirect, statutory, punitive, reliance or consequential damages (whether or not the same are foreseeable or a Party was notified in advance of the possibility of such damages. Examples of such damages prohibited under this Agreement include, but are not limited to, those arising out of claims based on breach of contract, breach of warranty, negligence, and/or strict liability.

12.2 Subject to section 20 (Termination), GCCIA's liability for any failure of the Customer IRU Fibers shall be (1) to repair, restore or replace the same in accordance with Exhibit (C) and (2) credit service rebates and performance conditions as per Service Level Agreement provided for in Exhibit (C). Except for this liability, GCCIA shall not under any circumstances be liable (in each case whether arising directly or indirectly) for: damage to property, damage to equipment, cost of capital, opportunity costs, cost of replacement services or property, cover damages, or claims of Customer's customers, end users or third parties, claims relating to construction, reconstruction, relocation, repair or maintenance, or any other cause whatsoever provided such damages are not directly or indirectly attributable to GCCIA or its sub-contractors. Without limiting the generality of the foregoing, either Party's total liability, excluding GCCIA's liability to the Customer for loss of profits or revenues, under this Agreement shall not in aggregate exceed the aggregate of all fees paid during the Term. GCCIA's liability to the Customer for loss of profits or revenues shall be limited to ten percent (10%) the value of annual operation and maintenance fees paid during the year

12.3 Nothing in this Agreement shall limit either Party's liability for death or personal injury resulting from its negligence or the negligence of its employees, agents or contractors while acting in the course of their employment or any other liability to the extent that it cannot be limited by law.

12.4 All services under this Agreement provided by GCCIA will be of satisfactory quality and fit for any intended telecommunications uses expressly or impliedly made known to GCCIA, and will be free from all defects throughout the Term. Customer acknowledges that, so far as permitted by law and except as specifically set forth in this Agreement and



the Service Level Agreement provided for in Exhibit (C), GCCIA makes no other warranty, representation or indemnity with respect to the Customer IRU fibers the GCCIA fiber or any work performed under this Agreement, including any and all warranties of design, merchantability, fitness for a particular purpose or non-infringement, any and all warranties that the service will be uninterrupted or error free, or will meet Customer's requirements, or will prevent unauthorised access by third parties, or arising from a course of dealing, usage or trade, and Customer hereby expressly waives and disclaims all such warranties, representations and indemnities including statutory warranties, express or implied to the extent that they have been fairly disclosed to Customer.

12.5 Customer agrees that the restrictions and risk allocation set out in this Agreement does not work unfairly on it in light of the nature of the assets in question, the level at which the IRU fees have been set to reflect such risk allocation and the availability of insurance to each of the Parties.

13. INSURANCE

13.1 The Customer shall at all times, during the Term, at its own cost and expense, the following insurance policies (the "Insurance Policies"):

- a) a comprehensive general liability policy;
- b) Employer's liability policy; and
- c) First party comprehensive insurance for all Customer vehicles, owned and non-owned.

13.2 As and when reasonably required to do so by GCCIA, however not more than once a year, the Customer shall produce for inspection documentary evidence that the Insurance Policies are being properly maintained.

13.3 GCCIA shall at all times during the Term, at its own cost and expense, carry and maintain appropriate insurance coverage in accordance with industry standards with reputable insurers in relation to its employees, consultant, automobile used in relation to this Agreement. GCCIA shall also require its subcontractors and agents to maintain the same level of insurance coverage.

14. PAYMENT

14.1 The Customer shall pay the IRU Fees as below in advance as indicated in the below table for the pair of Fiber.

Segment	ANNUAL PAYMENT USD\$ FOR 15 YEARS *	ANNUAL OPERATION & MAINTENANCE USD\$/year FOR YEARS 1-15 *
Al Fadhili to Kuwait Border (Saudi Arabia)		
Al Fadhili to Ghunan (Saudi Arabia)		
Ghunan to Bahrain Border (Saudi Arabia)		
Ghunan to Salwa (Saudi Arabia)	258,000	86,666
Salwa tp Qatar Border (Saudi Arabia)		



Salwa to UAE Border (Saudi Arabia)		
TOTAL		344,666

*VAT and CITC charge is not included and shall be add as extra and pay by the customer. . The VAT is 5% in 2018. CITC charge is 6% / year in first (1) year, 9% / year in second (2) year and 11 % / year in years (3 -15)

14.2 All payments due under this Agreement shall be due sixty (60) days after the receipt of GCCIA's invoice. If any amount due under this Agreement is not received by its respective due date, in addition to its other available remedies, GCCIA may in its sole and absolute discretion impose a late payment penalty pursuant to Section 14.3. Unless otherwise stated in this Agreement, no payment due hereunder may be subject to reduction, recoupment, set-off, offset or adjustment of any nature by Customer.

14.3 In the event a Party shall fail to make any payment under this Agreement when due, a fixed penalty equal to 0.3% monthly of such payment in respect of the actual delay in payment shall be due.

14.4 **Service Rebates** Customer may, in its discretion, set-off any service rebates payable pursuant to Section 12.2, from any payments due to GCCIA under this Agreement in accordance with Exhibit (C).

15. CHARACTERIZATION OF TRANSACTION

15.1 This Agreement does not grant to Customer any ownership interest in the Customer IRU Fibers or any ownership or other possessory interests in any part of the GCCIA Fiber.

15.2 Customer hereby understands and agrees that it shall have no exclusivity whatsoever in connection with the GCCIA Fiber or the GCCIA POPs. Notwithstanding anything to the contrary in this Agreement, GCCIA shall be free to use the GCCIA Fiber and/or the GCCIA POPs for any other purposes not related to this Agreement in its sole discretion, provided that any such use shall not affect the IRU granted to Customer hereunder.

16. TAXES, FEES AND OTHER IMPOSITIONS

16.1 GCCIA is responsible for, and shall pay, all governmental assessments of a similar character that are included within the definition of Imposition, , right-of-way fees, property taxes, surcharges and levies with respect to the construction, ownership of the GCCIA Fiber,

16.2 Except as set forth in Section 16.1 herein, Customer shall be solely responsible throughout the Term for any Impositions that are imposed on the transactions or property covered by this Agreement, VAT, CITC charges and fees, pursuant to a written ruling or regulation in effect on the Execution Date or after the Execution Date .

**17. NOTICE**

All notices and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given if (i) transmitted by hand delivery against receipt, (ii) sent by registered mail (return receipt requested), or (iii) by facsimile, to the following respective addresses:

If to GCCIA:**Gulf Cooperation Council Interconnection Authority**

Attention: Eng. Ahmed Ali Al-Ebrahim – Chief Executive Officer
GCCIA Headquarters Building, Prince Rehabilitation Complex Road,
Abdullah Fouad Dist,
P.O. Box 3894 – Dammam 31481 – Saudi Arabia]
Email: ahmedae@gccia.com.sa
Telephone: +966 (013) 8 214200
Facsimile: +966 (013) 8 211766

With a Copy to:

Gulf Cooperation Council Interconnection Authority
Attention: Mohamed Al-Shaikh – V.P, Asset Management & Maintenance
GCCIA Headquarters Building, Prince Rehabilitation Complex Road,
Abdullah Fouad Dist,
P.O. Box 3894 – Dammam 31481 – Saudi Arabia
E-mail: shaikh@gccia.com.sa
Telephone: +966 (013) 8214310
Facsimile: +966 (013) 8211766

If to Customer:**CUSTOMERCUSTOMER ,**

Attention:
Address
E-mail:
Telephone: +
Facsimile:

Or at such other address as either Party may designate from time to time in writing to the other Party.

18. CONFIDENTIALITY

18.1 GCCIA and Customer agree that if either Party (the “**Disclosing Party**”) provides confidential or proprietary information (“**Proprietary Information**”) to the other Party (the “**Recipient Party**”), such Proprietary Information shall be held in confidence, and the Recipient Party shall afford Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case



shall be not less than reasonable care) in order to avoid its disclosure to or unauthorized use by any third party. All information disclosed by either Party to the other in connection with or pursuant to this Agreement shall also be deemed to be Proprietary Information, provided that written information is clearly marked in a conspicuous place as confidential or proprietary, and verbal information is indicated as being confidential or proprietary when given or promptly confirmed in writing as such thereafter. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the Disclosing Party and shall be used by the Recipient Party only for its intended purpose. All Proprietary Information, including all copies thereof, shall be returned to the Disclosing Party or destroyed after the Recipient Party's need for it has ceased to exist or upon the request of the Disclosing Party. Proprietary Information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the Disclosing Party.

- 18.2 The foregoing provisions of Section 18.1 shall not apply to any Proprietary Information which: (i) becomes publicly available other than through disclosure by the Recipient Party; (ii) is required to be disclosed by law, rule or regulation, or by court order; (iii) is independently developed by the Recipient Party; (iv) becomes available to the Recipient Party without restriction from a third party; or (v) becomes relevant to the settlement of any dispute or enforcement of either Party's rights under this Agreement in accordance with its terms and conditions. If any Proprietary Information is required to be disclosed pursuant to this Section 18.2, the Party required to make such disclosure shall immediately inform the other Party of the requirements of such disclosure and take all reasonable protective measures to preserve the confidentiality of such Proprietary Information as fully as possible in the context of such permitted disclosure.
- 18.3 Notwithstanding Sections 18.1 and 18.2, either Party may disclose Proprietary Information to its employees, sub-contractors or agents, its legal, financial, and accounting advisors, and to its lenders with a need to know such Proprietary Information, provided that the Disclosing Party shall notify any recipient of its confidential and proprietary nature and obtains, in advance, an agreement in writing from the recipient to be bound by the nondisclosure obligations of this Section 18.
- 18.4 Except as may be necessary for GCCIA to perform its obligations hereunder, the Parties expressly agree that they will keep the existence, substance and terms of this Agreement (including the negotiation thereof) strictly confidential. This Agreement and its terms and provisions constitute Proprietary Information as defined herein. The Parties further agree that they will not communicate (orally or in writing) or in any way disclose the existence, substance, or terms of this Agreement (including the negotiation thereof) to any person, judicial or administrative agency or body, business, entity or association, or anyone else for any reason whatsoever, without the prior express written consent of the other Party unless compelled to do so by law.
- 18.5 The provisions of this Section 18 shall survive for a period of five (5) years from the date of the expiration or termination of this Agreement. The Parties agree that the provisions of this Section 18 are an essential element of this Agreement. The Parties agree that a breach of this Section 18 will materially harm the other Party in a manner that cannot be compensated by monetary damages, and that in the event of such breach the prerequisites for an injunction have been met.



18.6 For the purpose of this Section 18, the Parties has signed the Mutual Non-Confidentiality & Disclosure Agreement, the copy of which is attached to Exhibit (F) of this Agreement.

19. DEFAULT

19.1 A Party shall be in default under this Agreement upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default the defaulting Party shall have twenty (20) Business Days after the non-defaulting Party gives written notice of default to the defaulting Party to cure the default (unless the default is waived in writing by the non-defaulting Party within the ten (10) Business Day period). However, in such cases where a default cannot be cured within the twenty (20) Business Day period by the exercise of its best efforts, the Party in default must inform the non-defaulting party and cure the documented default within (60) Business Days after the non-defaulting Party gives its notice.

19.2 “**Event of Default**” shall mean the following: (i) failure to make any payment under the terms of this Agreement within thirty (30) Business Days from the date payment is due; (ii) breach of any other material provision of this Agreement; or (iii) Any Party is or becomes or threatens to become Insolvent.

20. TERMINATION

20.1 The Customer may, without incurring any liability, and upon providing GCCIA with three (3) months’ prior written notice at any time, terminate, for any reason, in whole or part this Agreement as regards any segments of the Customer IRU Fibers. For the avoidance of doubt, the Customer shall remain liable to pay to GCCIA any IRU Fees which have become due and payable up until the effective date of termination but will have no further liability in the event of such termination.

20.2 Either Party may terminate this Agreement upon the failure of the other Party to cure an Event of Default before the expiration of the applicable cure period, if any, as required by Section 19. In the event either Party terminates this Agreement, the aggrieved Party may, subject to the dispute resolution provisions herein, pursue any legal or equitable remedy available to it under applicable law.

20.3 Notwithstanding the above, either Party shall have the right to terminate this Agreement in whole or in part as the case may be with immediate effect where any competent government authority, mandates that the provision of the Services in this Agreement contravenes any applicable laws or regulation or is in breach of national security measures provided that if any such decision is the result of the fault or negligence of the GCCIA any such termination will be treated as a termination by the Customer for material breach.

20.4 If the Agreement is terminated at any time during the Initial Term by either Party for any reason, except in the case of termination for reasons due to the Customer’s material breach of the terms of this Agreement,, then GCCIA shall immediately refund the Customer for the remainder of the Initial Term any and all amounts paid made by the Customer in advance with respect to the IRU Fees with exception of annual operation & maintenance,



20.5 The following sections shall survive the termination or expiration of the Agreement: 11 (Indemnification), 12 (Limitation of Liability), 16 (TAXES), 18 (Confidentiality), 22 (Governing Law & Arbitration), 26 (Publicity) and 28 (No Personal Liability).

21. FORCE MAJEURE

21.1 Neither Party shall be in default under this Agreement if its failure to perform is caused by any of the following conditions: cable cut, act of God; fire; flood; sabotage; power outages; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations, orders approvals or restrictions; war or civil disorder; acts of terrorism; labour unrest or strike; or any other cause beyond the reasonable control of the affected Party ("**Force Majeure Event**"). The Party claiming relief under this Section 21 shall promptly notify the other in writing of the existence of the Force Majeure Event relied upon the estimated duration of such event and the cessation or termination of that event. For the duration of any valid Force Majeure Event, the performance or non-performance of the affected Party shall be excused.

21.2 The Party having failed to perform by reason of a Force Majeure Event and claiming relief under this Section 21 must have used its best efforts to avoid the occurrence of the Force Majeure Event in the first place and to mitigate the effects of the Force Majeure Event once it occurs. In addition, upon receipt of the notification referred to in Section 21.1, the Parties shall meet promptly to discuss possible measures to address the situation.

21.3 If, as a result of a Force Majeure Event, either Party is prevented from material performance of its obligations under this Agreement for a continuous period of more than sixty (60) Business Days, then either Party shall have the right to terminate this Agreement with immediate effect by notice in writing.

22. GOVERNING LAW & ARBITRATION

22.1 This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of England and Wales.

22.2 The Parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement.

22.3 All disputes arising out of or relating to this Agreement and which have not been resolved amicably shall be referred to an Arbitral Tribunal composed of three arbitrators, one (1) arbitrator selected by each party and the two (2) selected arbitrators will select a third in accordance with the rules and procedures provided for in the Charter of the Commercial Arbitration Centre for the States of the Co-operation Council for the Arab States of the Gulf. Such arbitration shall be conducted in English and the seat of the arbitration shall be Bahrain.

23. WAIVER

The failure of either Party to enforce any provision of this Agreement, or conduct by a Party that purports to waive any provision, shall not be construed as a general or specific waiver or relinquishment of any provision of this Agreement. A waiver of any provision of or right or obligation arising under this Agreement shall be valid only if in writing and executed by an



authorized representative of the waiving Party, specifically identifying the subject of the waiver, and clearly and unequivocally waiving the provision, right or obligation that is the subject of the waiver.

24. RULES OF CONSTRUCTION

24.1 The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require.

24.2 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

24.3 Except as set forth to the contrary herein, any right or remedy of Customer or GCCIA shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

24.4 In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail and such Exhibit shall be corrected accordingly.

24.5 All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date certain or within a time period specified herein. Except as specifically set forth herein, for the purpose of this Section 24, the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely.

25. REPRESENTATIONS

Each Party represents that:

(a) It has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement (including but not limited to right of ways, permits and licenses as required in any relevant jurisdiction), and this Agreement does not violate, conflict with, or otherwise constitute a breach of any agreement or arrangement to which it is a Party or by which it is bound;

(b) This Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles.

26. PUBLICITY, NAME AND MARKS

Neither Party may communicate on the existence and/or terms of this Agreement without the prior written consent of the other Party. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or the Parties' relationship, if authorized, shall be mutually agreed upon by the Parties in advance. Notwithstanding anything to the contrary herein, neither Party may make any disclosure to any other Person or



any public announcement regarding the existence and the terms of this Agreement or any relationship between Customer and GCCIA, without the other Party's prior written consent. In addition, neither Party shall use any trademark, logo, service mark, brand name, copyright, patent, trade secret or any other intellectual property of the other Party or its Affiliates without the other Party's prior written consent.

27. ASSIGNMENT–CHANGE OF CONTROL–SUB-CONTRACTING

27.1 This Agreement shall be binding on Customer and its permitted successors and assigns. Customer shall not assign, sell or transfer this Agreement or any of its rights or obligations hereunder, including the right to be granted the IRU hereunder, whether by operation of law or otherwise, without the prior written consent of GCCIA, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation hereof shall be null and void. For the avoidance of doubt, the foregoing shall not be deemed to restrict the Customer's rights to use the Customer IRU Fibers to provide telecommunications services to its customers on and subject to the terms and conditions of this Agreement.

27.2 Customer and GCCIA shall each have the right to assign this Agreement and all its rights and obligations hereunder to an Affiliate at any time after the Execution Date by notifying one to the other at least ten (10) Business Days in advance.

27.4 Except for the right of Customer to allocate its IRU capacity to another member of the Customer's Group of Companies or lease capacity to its commercial customers and in addition to the provisions of Section 9, the Customer shall not sub-contract, re-sell in general or re-grant its rights to use the Customer IRU Fibers without the prior written consent of GCCIA, such prior approval not being unreasonably withheld or delayed. For the avoidance of doubt, in all such situations where GCCIA has given its consent, Customer shall be responsible for compliance with the terms of this Agreement and ensuring that its customer does not or does not allow its end users to do anything that would result in Customer not complying with the terms of this Agreement. No dispute between Customer and its customer shall relieve Customer from its obligation to comply with the terms of this Agreement.

28. NO PERSONAL LIABILITY

Except for any action or claim relating to fraud or fraudulent misrepresentation, any other action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other Party, except for instances of fraud or fraudulent misrepresentation.

30. RELATIONSHIP OF THE PARTIES

Customer and GCCIA, in performing any of their obligations hereunder, shall be independent contractors or independent Parties and shall discharge their contractual obligations at their own risk.

**31. NO THIRD PARTY BENEFICIARIES**

This Agreement is not intended to be for the benefit of and shall not be exercisable by, any person under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself trustee of the rights under this Agreement for the benefit of any third party.

32. AMENDMENT AND VARIATION

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

33. Further Assurance

GCCIA shall from time to time, when necessary, execute such documents and perform such acts and things as the Customer may reasonably require to give full effect to the provisions of this Agreement and the transactions contemplated by it.

34. COSTS

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or similar) format and sent by e-mail shall be deemed original signatures.

IN WITNESS WHEREOF, the parties to this Agreement have executed or have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first written above.

For GCCIA**For CUSTOMER/CUSTOMER**

Signed By:

Signed By:

Eng. Ahmed Ali Al-Ebrahim – CEO



EXHIBIT (A)

DESCRIPTION OF GCCIA FIBER AND CUSTOMER IRU FIBERS**1. GCCIA Fiber**

The GCCIA Fiber is located in, Saudi Arabia. The various segments are set out below with the red line:

**2. Fibers**

The GCCIA Fiber comprises two (2) Cables of forty-eight (48) Fibers deployed along the Route set out above. GCCIA will keep twenty (20) Fibers for its own use. The remaining seventy-six (76) Fibers are available for IRUs, provided that Customer may not acquire an IRU in more than two (2) pairs of Fibers per Route Segment (Customer may acquire one second pair of Fibers for resiliency reasons).

The Fibers are single-mode and follow the G652D standards (see Exhibit (B)) for both the submarine and the terrestrial segments.



The type of Fiber is mostly OPGW (Optical Ground Wire) but there is also submarine and underground Fiber on the Ras Qurayyah (Saudi Arabia) toward Jasra (Bahrain).

Segment	Type
Border of (Kuwait) – Al Fadhili (Saudi Arabia)	OPGW
Al Fadhili (Saudi Arabia) – Ghunan (Saudi Arabia)	OPGW
Ghunan (S.Arabia) – Ras Qurayyah (Saudi Arabia)	OPGW
Ras Qurayyah (Saudi Arabia) – Border of (Bahrain)	Submarine and underground
Ghunan (Saudi Arabia) – Salwa (Saudi Arabia)	OPGW
Salwa (Saudi Arabia) Border of (Qatar)	OPGW
Salwa (Saudi Arabia) – Border of (UAE)	OPGW

The locations of the GCCIA POPs and Fiber borders are indicated below:

Substation	Latitude	Longitude
Al Fadhili (Saudi Arabia)	26°53'45.07"N	49°20'41.65"E
Ghunan (Saudi Arabia)	26° 4'7.79"N	49°53'33.49"E
Salwa (Saudi Arabia)	24°33'0.52"N	50°53'16.19"E
RAQ (Saudi Arabia)	25°59'12.11"N	50° 6'4.64"E

The location of the GCCIA fiber at the border are indicated below

Border	Tower No.	Northings	Eastings
KSA - Kuwait	122	28.52728056	48.09208333
KSA - Qatar	12	24.554033	50.924154
KSA - UAE	228	24.09998979	51.61125731
KSA – Bahrain	See Border	26.104874	50.193648

3. Connection between Customer Fibers and Customer IRU Fibers

There are two possible ways to connect Customer Fibers to Customer IRU Fibers in the GCCIA POP. The Parties may agree on either of the following methods:

- GCCIA makes a duct available from the man-hole to the ODF within the GCCIA POP and Customer installs Customer Fibers in the said duct. The man-hole sits at the limit of the GCCIA POPs. Connection between Customer Fibers and Customer IRU Fibers takes place at the ODF; or
- GCCIA installs the duct and the adequate Customer IRU Fibers from the ODF to the man-hole. Connection between Customer Fibers and Customer IRU Fibers takes place in the man-hole.



5. Path Diversity

The GCCIA Fiber allows path diversity:

- At each node, the two (2) Cables are connected to ODFs which can be located in different rooms if required;
- The Cables inside the GCCIA POPs can follow different paths if required
- There can be two (2) different man-holes if required.

Segment	Km	Type
Border of Kuwait – Al Fadhili (Saudi Arabia)	230	Aerial
Al Fadhili (Saudi Arabia) – Ghunan (Saudi Arabia)	120	Aerial
Ghunan (S.Arabia) – Ras Qurayyah (Saudi Arabia)	41	Aerial
Ras Qurayyah (Saudi Arabia) – Border of (Bahrain)	39	Buried
Ghunan (Saudi Arabia) – Salwa (Saudi Arabia)	244	Aerial
Salwa (Saudi Arabia) – Border of (Qatar)	5.6	Aerial
Salwa (Saudi Arabia) –Border of (UAE)	93	Aerial

**EXHIBIT (B)****TECHNICAL SPECIFICATIONS****1. G.652.D attributes (standard values)**

GCCIA fiber complies with the G.652.D recommendation. The following table, part of the G.652 recommendation, summarizes the recommended values for the G.652.D fiber category, which is one of the fiber categories meeting the objectives of the G.652 Recommendation. The latest published ITU-T Recommendation G.652 was approved on 29 June 2005 by ITU-T Study Group 15 (2005-2008).



Fibre attributes		
Attribute	Detail	Value
Mode field diameter	Wavelength	1310 nm
	Range of nominal values	8.6-9.5 μm
	Tolerance	$\pm 0.6 \mu\text{m}$
Cladding diameter	Nominal	125.0 μm
	Tolerance	$\pm 1 \mu\text{m}$
Core concentricity error	Maximum	0.6 μm
Cladding noncircularity	Maximum	1.0%
Cable cut-off wavelength	Maximum	1260 nm
Macrobend loss	Radius	30 mm
	Number of turns	100
	Maximum at 1625 nm	0.1 dB
Proof stress	Minimum	0.69 GPa
Chromatic dispersion coefficient	$\lambda_{0\text{min}}$	1300 nm
	$\lambda_{0\text{max}}$	1324 nm
	$S_{0\text{max}}$	0.092 ps/nm ² × km
Cable attributes		
Attribute	Detail	Value
Attenuation coefficient	Maximum from 1310 nm to 1625 nm (Note 2)	0.4 dB/km
	Maximum at 1383 nm ± 3 nm	(Note 3)
	Maximum at 1550 nm	0.3 dB/km
PMD coefficient	M	20 cables
	Q	0.01%
	Maximum PMD _Q	0.20 ps/ $\sqrt{\text{km}}$
<p>NOTE 1 – According to 6.2, a maximum PMD_Q value on uncabled fibre is specified in order to support the primary requirement on cable PMD_Q.</p> <p>NOTE 2 – This wavelength region can be extended to 1260 nm by adding 0.07 dB/km induced Rayleigh scattering loss to the attenuation value at 1310 nm. In this case, the cable cut-off wavelength should not exceed 1250 nm.</p> <p>NOTE 3 – The sampled attenuation average at this wavelength shall be less than or equal to the maximum value specified for the range, 1310 nm to 1625 nm, after hydrogen ageing according to IEC 60793-2-50 regarding the B1.3 fibre category.</p>		



2. Maximum Values for Fiber Characteristics

Fiber Characteristics	Guaranteed Values
Beginning of Life (BOL) Maximum Fiber Attenuation @ 1310nm	Calculated attenuation: (0.35 x fibre length (in km)) + (0.15 x # splices) + (0.5 x # connectors) dB
Beginning of Life (BOL) Maximum Fiber Attenuation @ 1550nm	Calculated attenuation: (0.25 x fibre length (in km)) + (0.15 x # splices) + (0.5 x # connectors) dB
End of life (EOL) Maximum Fiber Attenuation @ 1310nm	BOL Attenuation @1310 nm +(# years since activation x 0.1dB
End of life (EOL) Maximum Fiber Attenuation @ 1550nm	BOL Attenuation @1550 nm +(# years since activation x 0.1dB
Average splice loss	< 0.06 dB
Maximum individual splice loss	< 0.15 dB
Chromatic Dispersion	<18 ps/nm.km @1550 nm
Maximum Individual Connector Loss	< 0.5 dB
Reflectance of a connector	< -45 dB

3. Other GCCIA Fiber features

- 3.1 The Cable shall be properly protected from foreign voltage and grounded with an industry-accepted system.
- 3.2 The Customer IRU Fibers shall be terminated to the [ODF / man-hole] with FC APC connectors, unless another type of connector is specified.
- 3.3 Customer acknowledges that interruptions, outages or degradations in the actual transmission capability of the Customer IRU Fibers may occur from time to time.



EXHIBIT (C)

SERVICE LEVEL AGREEMENT



EXHIBIT (D)

GCCIA shall provide the Customer with the following notice periods for maintenance and upgrades:



EXHIBIT (E)

GCCIA SAFETY RULES

GCCIA's Safety Rules, dated August 2013 and as updated from time-to-time, are deemed included here by reference. Copies of the Safety Rules must be provided to all contractors working on the project.



GCC Interconnection Authority (GCCIA)

Safety Rules

(Issue 2.0)

GCCIA publication SO-OP001

August 2013

The contents of GCCIA Safety documents are based on the needs of GCCIA Grid and the conditions under which it operates. It shall not therefore be assumed that the contents stated therein necessarily meet the particular circumstances and requirements of other utilities. Such utilities requirements are addressed in separate document(s) governing safe operations at the Connection Points with the interconnected utilities.



EXHIBIT (F)

MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

As per the attached copy of the Mutual Confidentiality & Non-Disclosure Agreement signed between the Parties on --th of _____ 2017.

