PUBLIC CONSULTATION ON NATIONAL ROAMING REGULATIONS

September 2015
INTRODUCTION

The Communications and Media Commission is undertaking a major review of the arrangements for national roaming between the telecommunications operators in Iraq, and wishes to gain the views of the public, operators and other interested organisations and individuals on its proposals for a new national roaming regulation and on a model national roaming agreement.

CMC has engaged a firm of consultants, WRAP International, to assist it with a review of the regulatory framework for the electronic communications sector in Iraq, and this review has highlighted the need for a national roaming regulation and for a model national roaming agreement in Iraq. The consultants have produced drafts of both documents, based on international best practice, and CMC wishes to obtain the views of interested individuals and organisations on these documents before they are approved and implemented.

CMC now invites the public, operators and other interested organisation to provide it with their comments on the draft national roaming regulation and the draft model national roaming agreement. Any views or comments should be made in writing addressed to:

Iraq - Baghdad,
Al- Masbah / Babel Neighbourhood.
District No.929, Street No.32, Building No.18

or electronically to;

consultation@cmc.iq

by [2/10/2015]

Submissions are needed in soft copy only and may be in English or Arabic; dual-language submissions will be extremely helpful.

In the interests of transparency, CMC expects to publish submissions. Stakeholders should indicate clearly any part of their submission that they would not wish to be included in a published version, explaining why this part should be treated as confidential.
DRAFT NATIONAL ROAMING REGULATION

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1. **Purpose and scope**

1.1 These regulations have been drawn up by the Communications and Media Commission under its powers in Order 65 Section 5, Clause 2g to govern the provision of National Roaming between the Mobile Operators in Iraq. The objective of these regulations is to enable National Roaming to take place on a fair, transparent and economically efficient basis, to the benefit of consumers, operators and the overall economy of Iraq.

1.2 These National Roaming Regulations are applied to the holders of Mobile Telecommunications Services Licences issued by the CMC.

2. **Availability of National Roaming**

2.1 A Mobile Operator may request another Mobile Operator to provide it with National Roaming Services so that it can provide commercial services to its Subscribers in areas of Iraq where it does not have its own network.

2.2 The Hosting Operator shall not be required to provide the National Roaming Services for more than five years following the service launch of the Roaming Mobile Operator’s commercial services, unless the Hosting Operator and the Roaming Operator mutually agree to an extension. The Roaming Operator must obtain the approval of CMC to any such agreement in writing before the extension commences.

2.3 Mobile Operators must enter into a National Roaming Agreement that is signed by both Mobile Operators and that is legally binding for the provision of National Roaming Services.

3. **National Roaming Agreements**

3.1 An Operator wishing to enter into a National Roaming Agreement with another Operator must send the other Operator a written request for a National Roaming Agreement, and the request should be copied to the CMC.

3.2 Any Operator receiving a request for National Roaming must acknowledge the request within 7 Days, and must at the same time indicate in writing whether it is willing to provide National Roaming in principle, or intends to refuse the request for National Roaming. If it intends to refuse the request, it must provide its reasons. The response must be copied to the CMC.

3.3 If the Operator making the request for a National Roaming Agreement receives a refusal of its request, it may forthwith refer the refusal to CMC as a dispute. The CMC will review the reasons given for refusal, and may support the refusal or may instruct the Operators to enter into negotiations for a National Roaming Agreement.
3.4 The Operators should enter into good faith negotiations over the terms of the National Roaming Agreement, and must complete the signature of the National Roaming Agreement 60 Days after the written request was made.

3.5 Operators must exchange information about each other’s network, technical specifications and operational practices and billing procedures if requested by the other Operator. There should be no charge for the exchange of this information, but Operators may require the completion of a non-disclosure agreement to control the distribution of confidential information.

3.6 If the National Roaming Agreement has not been signed 60 Days after the written request was made, either Operator may refer the failure to sign to the CMC as a dispute. Alternatively, the Operators may mutually agree to extend this period by a specified number of days, and shall inform the CMC of the new timescale. After the expiry of the new timescale, either operator may refer the matter to CMC as a dispute.

3.7 If the failure to agree a National Roaming Agreement is referred to CMC as a dispute, or if CMC on its own volition decides to intervene at any time, the CMC may impose a National Roaming Agreement on both Operators, or may impose particular terms and conditions on them, or may require the Operators to undertake specific steps in order to complete the National Roaming Agreement.

3.8 These National Roaming Agreements must contain all the terms and conditions that affect the provision of National Roaming Services to the Roaming Operator, including:

- legal terms, including commencement, termination, breach and suspension, force majeure, review of National Roaming Agreement, confidentiality of information, and governing law
- a description of the National Roaming Services provided by the Hosting Operator
- a description of the technical arrangements for providing National Roaming Services, including a definition of the areas in which National Roaming Services are to be provided, with timetables for removal of National Roaming Services (where applicable)
- processes for the provision of traffic forecasts by the Roaming Operator
- operational and maintenance responsibilities and processes, including testing arrangements
- billing, including billing procedures and processes for resolving billing disputes
- processes for resolving disputes between operators, including processes for the reference of disputes to the CMC or to independent arbitration or mediation
- prices for National Roaming Services.

3.9 When the National Roaming Agreement has been completed and signed, a copy should be sent to the CMC within 14 Days of its signature. CMC may review the agreement to ensure compliance with this National Roaming
Regulation and other laws and regulations, and may require the operators to amend any terms and conditions in the National Roaming Agreement.

3.10 Mobile Operators may amend their National Roaming Agreements from time to time, and must inform CMC of any changes within 14 Days of their signature. CMC may review these terms and require changes, as set out in the clause above.

3.11 CMC may require Mobile Operators to amend their National Roaming Agreements with new or changed terms and conditions in order to reflect any changes in the regulatory or legal environment, technology, markets and competition, or national security requirements, or for any other reason.

3.12 A Mobile Operator may not terminate or suspend a National Roaming Agreement for whatever reason without first obtaining the approval of CMC, unless both the Hosting Operator and the Roaming Operator mutually agree to the termination or suspension of the National Roaming Agreement. In the case of mutual agreement to termination or suspension, the operators shall inform CMC within 7 days of the agreement.

3.13 A Hosting Operator may not interrupt, block, discontinue or otherwise impair any National Roaming Service it provides to any other Operator without prior written consent of CMC. In the event that the Hosting Operator has to avoid a catastrophic failure on own network by interrupting, blocking, discontinuing or otherwise impairing any National Roaming Service and does not have the time to apply to the CMC, the Operator shall inform CMC of its action and its reasons for undertaking the action immediately after taking the action. This clause does not apply to planned or unplanned maintenance works that are undertaken with the agreement of the Roaming Operator.

3.14 Service obligations contained in the Roaming Operator’s licence such as emergency calling, legal interception, malicious call tracing and quality of service shall be supported under the National Roaming Agreement, and shall at all times remain an obligation of the Roaming Operator.

4. **Reference National Roaming Agreement**

4.1 The CMC shall produce, maintain and update a Reference National Roaming Agreement which is based on international best practice.

4.2 Mobile Operators shall ensure that any National Roaming Agreement complies with the contents set out in Clause 3.8 above, and may use the clauses of the Reference National Roaming Agreement to satisfy this requirement.

4.3 CMC shall publish its Reference National Roaming Agreement on its website, and may require Operators to publish their National Roaming Agreements on their websites.
5. **Pricing of National Roaming Services**

5.1 Mobile Operators may negotiate the prices of National Roaming Services between themselves. If the Mobile Operators cannot agree on the prices to be charged, a Mobile Operator may refer the dispute to CMC for resolution under Clause 6 below.

5.2 In considering any dispute about prices for National Roaming Services, CMC may take into account the underlying cost of providing the service, international benchmarks, or the retail price of mobile services (less any retail costs saved through National Roaming).

6. **Disputes between Mobile Operators**

6.1 A Mobile Operator may refer a Dispute with another Mobile Operator over National Roaming Services to CMC for arbitration, mediation or resolution. A Dispute may concern the failure to comply with the terms of a National Roaming Agreement or the provisions of this National Roaming Regulation, including the failure to negotiate a National Roaming Agreement as set out in Clauses 3.3 and 3.6.

6.2 Before a Mobile Operator refers a dispute to CMC, it must have completed any dispute resolution procedures set out in the National Roaming Agreement with the other Mobile Operator. This Clause does not apply to disputes referred to CMC under Clauses 3.3 and 3.6.

6.3 A Mobile Operator wishing to refer a Dispute to CMC must set out its case in writing, along with evidence of the problem and of the Operator’s attempts to resolve the problem with the other Mobile Operator.

6.4 Both Operators in the Dispute must co-operate with CMC and provide any information required by CMC in a timely manner so that CMC may resolve the Dispute in a fair and efficient manner, in accordance with the rules and procedures of CMC as set out in other regulations.

7. **Definitions**

**CMC** means the Communications and Media Commission of Iraq, and any successor body

**Days** means calendar days

**Electronic Communications Services** means the provision of any carriage service or content service by the conveyance through the use of electrical, magnetic or electromagnetic energy, of signals of any description

**Hosting Operator** means the Mobile Operator that provides the National Roaming Services to the Roaming Operator
**Mobile Operator** means an organisation which has been granted a Mobile Telecommunications Services Licence that is still in force.

**Mobile Telecommunications Services Licence** means the licence agreement issued by the CMC of the same name.

**National Roaming** means the Roaming Operator’s Subscribers may use their wireless terminal equipment on the network and services of the Hosting Operator where these Subscribers are out of range of the Roaming Operator’s own network.

**National Roaming Agreement** means the legal agreement made between two Mobile Operators for the purpose of providing National Roaming Services.

**National Roaming Services** means the services provided by the Hosting Mobile Operator to the Roaming Mobile Operator, including speech, short message services, supplementary services, bearer services, applications and other services as are identified in the National Roaming Agreement.

**Roaming Operator** means the Mobile Operator that takes the National Roaming Services from the Hosting Operator.

**Subscriber** means any person or any entity that is a party to a contract or other similar arrangement with a Mobile Operator for the supply of retail Electronic Communications Services.
DRAFT MODEL NATIONAL ROAMING AGREEMENT

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Main Terms and Conditions

1 The Parties

This Agreement is made and entered into this ________day of __________ 2XXX (the “Effective Date”) by and between:

[Operator of (address)] (Hosting Operator)

and

[Operator of (address)] (Roaming Operator)

which are sometimes collectively referred to as “Parties” or “Operators” and individually as “Party” or “Operator” as will be apparent from the context.

The Parties mutually represent that they have the power, authority and desire to enter into this agreement as defined herein.

NOW THEREFORE, the parties agree as follows.

1.1 Hosting Operator is in possession of a Mobile Telecommunications Services Licence granted by the CMC to provide telecommunications network services in Iraq.

1.2 Roaming Operator is in possession of a Mobile Telecommunications Services Licence granted by the CMC to provide telecommunications network services in Iraq.

1.3 Through this Agreement the Hosting Operator grants to the Roaming Operator a non-exclusive, non-transferable right to National Roaming in Iraq whereby the Roaming Operator’s customers will be able to roam on the Hosting’s Operator Network on the terms and conditions contained herein.

2 Contractual documents

2.1 The following documents, along with the Schedules attached to them, form an integral part of this Agreement:

- Main Terms and Conditions
- Annex A – National Roaming Services
- Annex B – Characteristics of National Roaming
- Annex C – Traffic forecasts
- Annex D – Operations and Maintenance
- Annex E – Billing
- Annex F – Dispute Resolution
- Annex G – Prices
- Annex H – Customer care
- Annex I – Definitions
2.2 In the event of any inconsistency between parts of this Agreement, the language of the part listed higher in the following list shall prevail over that in any lower part:

- Main Terms and Conditions, including the definitions in Annex I and the dispute resolution procedures in Annex F
- Annex E
- Annex A
- Annex G
- Annex C
- Annex B
- Annex D
- Annex H
- Schedule 1.

2.3 The terms used in this document as defined terms or definitions shall have the meanings set out in Annex I.

3 Implementation of National Roaming

Network Implementation

3.1 The Hosting Operator agrees to provide the Roaming Operator with National Roaming on the Hosting Operator’s Network during the Term. The National Roaming Services under this Agreement shall be provided in accordance with relevant ETSI and GSM Specifications and the GSM Association Permanent Reference Documents, and may be modified from time to time.

3.2 The Roaming Operator may at any time switch on network services in the defined groups of areas in which national roaming is being offered by the Hosting Operator subject to the provision of 30 Calendar Days prior notice. Once services have been switched on, the Hosting Operator may at its own discretion switch off National Roaming Services within an area in which the Roaming Operator is providing its own network services. However, the Hosting Operator may not do this if that results in switching off National Roaming Services in areas in which Roaming Operator is not providing its own network services.

Services to Roaming Customers

3.3 The Services made available to individual National Roaming Customers shall be similar to those which are available to International Roaming Customers on the Hosting Operator’s Network. The National Roaming Services are defined in Annex A and can be modified in accordance with Clause 14.

3.4 The conditions and the quality of the National Roaming Services offered by the Hosting Operator to Roaming Customers shall not differ from those which the Hosting Operator provides to its own customers. For the
avoidance of doubt, the Hosting Operator shall not discriminate between Roaming Customers and its own customers in the provision of the Services, except for in accordance with this Clause 3.

3.5 It is acknowledged that each Party at its own discretion shall have the right to implement new Services, or to change its existing Services for the benefit of the Party's own customers. If such a change requires a change of National Roaming Services, it shall not occur without approval of the Roaming Operator through the process set out in Clause 14.

3.6 If the Roaming Operator offers new services to its customers and the Hosting Operator shall not unreasonably withhold availability of such new services to Roaming Customers on the Hosting Operator's Network. The Parties shall negotiate the prices for such new services in good faith. If the Parties have not reached an agreement within one (1) month, either Party shall be entitled to initiate a dispute under the terms of Annex F – Dispute Resolution.

3.7 The Roaming Operator may request the Hosting Operator to provide it with services that are not specified in Annex A and that are not already provided by the Hosting Operator. If the Hosting Operator agrees to this request, the Parties shall negotiate the terms and conditions, including prices, as a Modification under Clause 14.

Relationship with the Roaming Customers

3.8 The Hosting Operator undertakes that it shall not directly, nor through its affiliates, advertise, solicit business, market its products and/or services through unsolicited messages to Roaming Customers. For the avoidance of doubt, this includes the sending of any welcome message or notification that roaming is occurring.

3.9 The Roaming Operator shall be entitled to display its own name and logo on its Customers' handsets, and to hide Hosting Operator’s name and logo as the visited network.

3.10 The Roaming Operator shall handle all Customer Care Obligations to the Roaming Customers, and Hosting Operator shall provide the second level support to Roaming Operator as described in Annex D – Operations and Maintenance and Annex H – Customer Care. For the avoidance of doubt, Roaming Operator shall not at any time refer a Roaming Operator customer to Hosting Operator’s Customer Care, or any other Hosting Operator entity, when a customer has complaints, inquiries or any other matter regarding the Services offered under this Agreement.

4 Traffic forecasts

4.1 In order to enable the Hosting Operator to perform its obligations in accordance with this Agreement, the Roaming Operator shall send a forecast to the Hosting Operator containing information about the traffic volumes that the
Roaming Operator expects to generate in the coming six months, as specified in Annex C – Traffic Forecasts.

4.2 At the Effective Date, Roaming Operator shall submit a forecast as described in Annex C – Traffic Forecasts for the first six months.

5 Charging and billing

5.1 In consideration of the usage of National Roaming facilities by the Roaming Customers on the Operator Network, Roaming Operator shall pay the Tariffs set out in Annex G – Prices in accordance with the provisions of Clause 5. All prices are expressed exclusive of any VAT or sales tax or other tax imposed by law.

5.2 The prices set out in Annex G shall be reviewed each year by the Hosting Operator, and any changes will be implemented on the anniversary of the Effective Date. The prices for the forthcoming year will be those of the current year, increased or decreased by the change in the Consumer Price Index for the communications sector in Iraq during the current year. The Hosting Operator shall send its calculations to the Roaming Operator two months before the anniversary of the Effective Date, and these shall be implemented as a Modification to this Agreement unless the Roaming Operator objects to the calculations by raising a Dispute under Annex F – Dispute Resolution.

5.3 The Roaming Operator shall not be liable for the payment of charges for National Roaming Services provided by Hosting Operator to Roaming Customers in the case that the Hosting Operator has not followed agreed procedures, such as customer identity authentication and call barring verification, unless the Roaming Operator actually recovers all charges due in relation to that Roaming Customer. A re-authentication malfunction shall be deemed to be a fault and shall be dealt with by the Parties in accordance with the procedures detailed in Annex D – Operations and Maintenance.

5.4 Billing arrangements shall be as set out in Annex E - Billing, and shall be carried out in accordance with the “Transferred Accounts Procedure” (TAP) as defined in the GSM Association Permanent Reference Documents.

6 Cooperation between the parties

6.1 Each of the Parties shall keep the other informed about special events and incidents which may be of significance to the other Party, including (without limitation) performance of the network of that Party or actions taken by that Party in relation thereto, the relationship with Roaming Customers.

6.2 This duty to keep the other Party informed applies to all matters that might jeopardise a Party’s performance of this Agreement.

6.3 A non-exhaustive list of the situations where the duty to notify shall apply shall be agreed by both Parties at the first monthly meeting.
6.4 The Hosting Operator shall use its best endeavours to notify the Network Operations Centre ("NOC") of the Roaming Operator within 30 minutes of:

- 6.4.1 a fault in the Hosting Operator’s Network which affects the coverage and/or the quality of the Hosting Operator’s Network in a coverage area corresponding to 1 or more BTSs; and
- 6.4.2 any other fault which detrimentally affects the ability of a Roaming Customer to use all of the Services.

6.5 In the event that there is notification of a fault, the Parties shall act in accordance with the provisions of Annex D – Operations and Maintenance.

Data Privacy

6.6 The Parties shall comply with the Data Privacy Laws and Regulations applicable in Iraq.

Fraud Prevention

6.7 The Parties shall co-operate in good faith concerning fraudulent or unauthorized use of the Service by Roaming Customers.

Delivery of information due to CMC and other legal requirements

6.8 The Parties shall co-operate in good faith to ensure that each Party can comply with its obligations to the legal and regulatory authorities in relation to this Agreement.

6.9 If the Hosting Operator incurs expenses to comply with legal interception and traffic information requirements that include traffic to or from Roaming Customers, part of the expenses incurred by the Hosting Operator to meet these requirements may be levied on the Roaming Operator in proportion to the volume of roaming traffic to the total traffic on the Hosting Operator’s Network.

Traffic Volume Inflation

6.10 The Hosting Operator shall not utilise the Roaming Operator’s SIM Cards with the objective of generating roaming traffic volume or causing commercial harm to the Roaming Operator nor procure any third party to do the same. The Parties shall not engage in any artificial inflation of traffic and will use their reasonable endeavours to detect and identify any artificial inflation of traffic and in particular any resultant distortion of billing which has or may occur and which has been caused by actual or suspected fraudulent actions, artificial inflation of traffic by either of the Parties, or any other similar abuse by third parties. The Parties shall share such information with each other and shall further use reasonable efforts to pursue with each other the appropriate actions in
order to prevent any such artificial inflation of traffic, distortion of billing and/or fraudulent actions or abuses.

7 Confidentiality

7.1 Notwithstanding any provision to the contrary herein, the Parties agree that all aspects of the contents of this Agreement, the Services and all information exchanged between them whether for the purposes of this Agreement or not (hereinafter referred to as “Information”) shall be treated as confidential and that no Information, including (without limitation) information in respect of the contents and/or existence of this Agreement and the provision of the Services, shall not be disclosed in any manner whatsoever in whole or in part without the prior written consent of both Parties except as provided in this Clause 7.

7.2 Notwithstanding any provision to the contrary herein, the Parties may disclose Information only to their directors, employees, agents, Affiliated Companies and advisers who need to know such Information for the purposes of provision of the Services under this Agreement and any resulting transaction, or for borrowing of funds or obtaining of insurance and who are informed of the confidential nature of such Information.

7.3 Neither Party shall not make any public announcements or press releases whatsoever concerning this Agreement or the provision of the Services without the prior written consent of the other Party.

7.4 Notwithstanding the above, Information may be transmitted to governmental, judicial or regulatory authorities if it is required by law or legally binding decision by any governmental, judicial or regulatory authority.

7.5 This Clause 7 shall not apply to Information provided by the Roaming Operator to its Customers under Clause H.1.

7.6 For the purposes of this Agreement, Information shall not be considered to be confidential if such Information is:

7.6.1 in or passed into the public domain other than by breach of this Agreement; or
7.6.2 known to a receiving Party prior to the disclosure by a disclosing Party; or
7.6.3 disclosed to a receiving Party without restriction by a third Party having the full right to disclose; or
7.6.4 independently developed by a receiving Party to whom no disclosure of confidential Information relevant to the development of such Information has been made.

7.7 This Clause 7 shall survive the termination of this Agreement for a period of ten (10) years but shall not in any way limit or restrict either Party’s use of its own confidential Information.
8 **Intellectual Property Rights**

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

9 **Duration of Agreement**

9.1 This Agreement shall come into force on the Effective Date and, shall remain in force for 4 (four) years after the Launch Date unless terminated in accordance with Clause 12.

9.2 The Launch Date shall be dd/mm/yyyy

9.3 The Roaming Operator may elect to extend the duration of the Agreement by a further year by giving notice to the Hosting Operator up to 36 (thirty six) months after the Launch Date.

9.4 The Parties may agree to extend the duration of the Agreement beyond the extension period referred to in Clause 9.3 by mutual consent.

10 **Breach of Agreement**

10.1 If one Party detects a material breach of the terms of this Agreement, it may serve a written Breach Notice on the other Party requiring it to remedy the breach. The other Party shall have a reasonable opportunity to refute the allegation or may initiate a dispute following the process set out in Annex F – Dispute Resolution. The Party issuing the Breach Notice shall send a copy of it to CMC.

10.2 If the Party in breach fails to remedy the breach within twenty (20) working days of the Breach Notice, or provide the first Party with a plan acceptable to the first Party for remedying the breach, the first Party shall be entitled to suspend the provision of National Roaming Services, as set out in Clause 11 below, or to initiate a dispute following the process set out in Annex F – Dispute Resolution.

10.3 If the Party in breach remains in breach of the terms of this Agreement sixty (60) working days after the serving of the Breach Notice, and if the first Party has not agreed to the plan provided by the Party in breach or if a dispute following the process set out in Annex F – Dispute Resolution is not still in progress, the first Party shall be entitled to terminate the Agreement, as set out in Clause 12 below.
11 Suspension of services

11.1 The Hosting Operator shall not intentionally interrupt, suspend or terminate the provision of the Services in the course of normal business.

11.2 In the event that the Hosting Operator interrupts, suspends or terminates the provision of services to its own mobile customers, it shall be entitled to similarly interrupt, suspend or terminate the provision of the same National Roaming Services to Roaming Customers. Any compensation provided by the Hosting Operator to the Hosting Operator’s customers due to the interruption of services shall also apply to the Roaming Customers.

11.3 The Hosting Operator shall also be entitled to suspend individual Roaming Customers, in the case of:
   11.3.1 Roaming Customers using equipment which is defective or not complying with applicable Iraqi law;
   11.3.2 suspected fraudulent or unauthorized use - e.g. unauthorized use of GSM-gateways; or
   11.3.3 when authentication of the subscription is not possible.

In the case of a total suspension of National Roaming Services in the circumstances set out above, the Hosting Operator shall provide the Roaming Operator with a notice thereof in writing, by fax or by e-mail, as soon as is reasonably possible.

11.4 Subject to giving CMC seven Calendar Days’ notice, and provided that CMC has not objected to the suspension within the seven Calendar Days’ notice, a Party may suspend this Agreement under any of the following circumstances:
   11.4.1 A failure to correct a material breach of the terms of this Agreement, following the serving of a Breach Notice and the expiry of the term set out in the Breach Notice under the procedure set out in Clause 10
   11.4.2 Where the other Party has ceased to operate the business of the provider of electronic communications services to Customers
   11.4.3 Where the other Party has been declared bankrupt or gone into liquidation.

11.5 If both Parties mutually agree to the suspension of the Agreement, Clause 11.4 shall not apply, but the Parties shall inform CMC of their agreement within seven Calendar Days of the agreement to suspend.

11.6 A Party shall suspend this Agreement where it is formally directed to do so by CMC.

11.7 If this Agreement is suspended, then:
   11.7.1 all National Roaming Services under this Agreement will no longer be provided by the Hosting Operator
   11.7.2 the term of this Agreement shall not be affected by the period of suspension
11.7.3 unless the suspension is found to be wrongful, the first Party shall not be liable to the other Party for any losses that the other Party may have suffered as a result of the suspension.

12 Termination Of Agreement

12.1 Subject to the approval of CMC, a Party may terminate this Agreement in any of the following circumstances:
   12.1.1 Where the other Party has been declared bankrupt by a Court of competent jurisdiction or entered into liquidation or an analogous process in the jurisdiction in which it was incorporated or has appointed, or suffered the appointment of, a Receiver or Administrator or official with similar powers in another jurisdiction
   12.1.2 Where the other Party has ceased to be a Licensed Operator in respect of the National Roaming Services being provided pursuant to this Agreement
   12.1.3 A failure to correct a material breach of the terms of this Agreement, following the serving of a Breach Notice and the expiry of the term set out in the Breach Notice under the procedure set out in Clause 10.

12.2 If both Parties mutually agree to the termination of this Agreement, Clause 12.1 shall not apply, but the Parties shall inform CMC of their agreement within seven Calendar Days of the agreement to terminate.

12.3 Effect of termination of Agreement: Where this Agreement is terminated under Clause 12.1 then
   12.3.1 all National Roaming Services under this Agreement will cease to be provided by the Hosting Operator
   12.3.2 unless the termination is found to be wrongful, the first Party shall not be liable to the other Party for any losses or damage that the other Party may have suffered as a result of the suspension
   12.3.3 all outstanding invoices and debts between the Parties (including for any period during which the first Party, as a concession, continued to provide service despite termination of this Agreement) shall become due and payable.

12.4 Except in the case of a clear emergency relating to safety or potential risk of major network failure, the first Party shall obtain the approval of CMC before the implementation of the steps set out in Clause 12.

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

13 Force majeure

13.1 No Party to this Agreement shall be liable for any failure to fulfil its obligations hereunder where such failure is caused by circumstances outside the reasonable control of such Party, including, without limitation, insurrection or civil disorder, war or military operations, national or local emergency, acts or
omissions of Government, labour disputes of any kind (whether or not involving the Party’s employees or where it falls outside the Party’s sphere of influence), fire, lightning, explosion, earthquake, volcano or any other such cause (each an “event of Force Majeure”).

13.2 The Party initially affected by the event of Force Majeure shall promptly notify the other Party in writing of the estimated extent and duration of such inability to perform its obligations (“Force Majeure Notice”).

13.3 Upon cessation of circumstances leading to the event of Force Majeure, the Party affected by such event of Force Majeure shall promptly notify the other of such cessation.

13.4 If as a result of a Force Majeure the performance by the Party of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 13.7, perform those of its obligations not affected by a Force Majeure. In performing those of its obligations not affected by a Force Majeure, the Party initially affected by a Force Majeure shall use its reasonable endeavours to deploy its resources such that (when taken together with other obligations to its Customers and third parties) there is no undue discrimination against the other Party.

13.5 If the event of Force Majeure continues for a period of 6 months or less from the date of any notification thereof in terms of Clause 13.2, any and all obligations outstanding shall be fulfilled by the Party affected by the event of force majeure as soon as possible after cessation of the event of Force Majeure, save to the extent that such fulfilment is no longer practically possible or is not required by the other Party.

13.6 If the event of Force Majeure continues for more than 6 months from the date of the Force Majeure Notice and notice of cessation in terms of Clause 13.3 has not been given and such event of Force Majeure prevents the affected Party from performing its obligations in whole or in part during that period, the unaffected Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 days written notice to the other Party after expiry of such 6 month period to that effect; provided that such notice shall be deemed not to have been given if a notice of cessation given in terms of Clause 13.3 of the event of Force Majeure is received by the unaffected Party prior to the expiry of such 30 days.

13.7 If this Agreement is not terminated in terms of the provisions of Clause 13.6, any obligations outstanding shall be fulfilled by the Party affected by the event of Force Majeure as soon as reasonably practicable after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the unaffected Party.

14 Modifications

14.1 Any modifications and/or additions to this Agreement and/or the Annexes shall be valid only if made in writing and signed by duly authorized representatives of both Parties.
14.2 Each Party shall have the right to request renegotiations of the Agreement if the preconditions for the Agreement have changed significantly or if the CMC or other government authority issues directives or decisions that impact on this Agreement or if there are other reasonable grounds for such renegotiations. The Parties shall implement any specific changes to this Agreement mandated by CMC.

14.3 Renegotiations shall be finalised not later than three (3) months after the request for such renegotiations has been put forward, save as new Services that shall be concluded within one (1) month in accordance with Clause 3.6. Request for renegotiations shall not result in interruptions to Roaming Traffic, and the terms and conditions of this Agreement shall remain in force unless otherwise agreed between the Parties until the Parties have agreed on and signed a new Agreement.

14.4 The Parties shall inform CMC of any changes to this Agreement within 14 Calendar Days of their agreement to make the changes.

14.5 This Clause 14 shall not apply to changes in the prices set out in Annex G, which shall follow the process set out in Clause 5.2, and changes to Schedule 1 - Contact Details, which a Party may change at any time by informing the other Party of the changes at least 24 hours before the change takes effect.

15 Notices

15.1 All notices provided for in this Agreement shall be in writing and shall be delivered to the relevant contact persons nominated for various purposes in Schedule 1 - Contact Details from time to time.

15.2 Written notices shall include paper-based writing and electronic means of written communication such as writing communicated by facsimile (fax) and electronic mail (e-mail).

15.3 The Party receiving a notice pursuant to this Agreement shall confirm receipt of the notice within 24 hours of such receipt. The manner of confirmation shall be the same as that used for the notice, whether paper-based or electronic.

15.4 If the Party sending a notice pursuant to this Agreement does not receive an acknowledgement within the timescale set out in Clause 15.3, it shall deliver a copy of the notice by hand to the address of the relevant contact person and obtain a receipt for the notice. This receipt shall be sufficient proof of the delivery of the notice.

16 Limitation of liability

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

16.2 Subject to Clause 16.4, if a Party is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to US$5,000,000 for any one event or series of connected events and US$10,000,000 for all events (connected or unconnected) in any period of 12 calendar months.

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

16.4 If a Party is not complying with the relevant laws and regulations of Iraq concerning the provision of access to Emergency Services, it agrees to indemnify the other Party from any and all liability, loss, or damage arising from claims, demands, costs or judgements against the other Party arising from the inability of the first Party’s Customers to access Emergency Services.

16.5 Each provision of this Clause 16 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

16.6 The provisions of this Clause 16 shall not apply to proven wilful or illegal acts undertaken by a Party, including (but not limited to) misconduct, gross negligence, criminal activity, fraud and deliberate acts of sabotage.

17 **Severability**

17.1 If any term, condition, agreement, requirement or provision contained in this Agreement is held by any court (including CMC or any other relevant body) having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the Parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all the other terms and conditions set out in this Agreement.

18 **Assignment to affiliates and third parties**

18.1 No Party shall assign any of its rights under this Agreement; save to one of its Affiliates, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed.
18.2 No person other than a Party to this Agreement shall acquire any rights hereunder as a third-Party beneficiary or otherwise by virtue of this Agreement without prior written approval by the CMC and the other Party (the approval of the other Party not to be unreasonably withheld or delayed).

19 No Waiver

19.1 Failure by any Party at any time to require performance of any provisions of this Agreement shall in no manner affect its rights to enforce the same, and the waiver by any Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

20 Whole agreement

20.1 This Agreement constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and, unless otherwise agreed in writing between the Parties, supersedes all previous agreements, understandings, representations or warranties whatsoever, whether oral or written. The Parties acknowledge and agree that in addition to this Agreement both Parties are legally bound by regulatory measures and legislative enactments governing the electronic communications sector pursuant to the statute laws of Iraq.

21 Variation

21.1 No addition to or variation, consensual cancellation or novation of this Agreement no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the Parties or their duly authorized representatives.

22 Relaxation

22.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other on any occasion in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by either Party, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party’s rights in terms of, or arising under, this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term of this Agreement.

23 Necessary approvals and consents

23.1 Each Party warrants to the other Party that it has the necessary rights, licences and authorities to enter into and perform its obligations in terms of this Agreement.
23.2 Each Party agrees to indemnify the other Party against any loss, claim, expense, damage or action, suffered or sustained by such other Party pursuant to a breach by such indemnifying Party of its warranty in terms of Clause 23.1, notwithstanding anything to the contrary contained in this Agreement.

24 **Governing law**

24.1 The law governing this Agreement shall be the laws of the Republic of Iraq.

IN WITNESS WHEREOF, the Parties have in the presence of witnesses set their respective hands to this Agreement on the date first written above.

For and on behalf of ______ For and on behalf of _________

Signed .......................... Signed ..........................

Name ............................ Name ..........................

Title ............................. Title ..........................

For and on behalf of ______ For and on behalf of _________

Signed .......................... Signed ..........................

Name ............................ Name ..........................

Title ............................. Title ..........................
Annex A – National Roaming Services

A.1 introduction

A.1.1 The Hosting Operator Network supports and offers the National Roaming Services marked available listed below with respect to Roaming Operator’s Roaming Customers. In general, availability of the Services to Roaming Customers necessitates cooperation of the Roaming Operator and the Hosting Operator in relation to their networks. The Hosting Operator shall provide the Services in accordance with generally accepted GSM standards in relation to interoperability of GSM networks. For provision of the National Roaming Services in compliance with the GSM standards this means relevant ETSI and GSM Specifications and the GSM Association Permanent Reference Documents.

A.2 GSM CS and/or 3GSM CS services provided for Roaming Customers

A.2.1 The following Services as indicated below are available to Roaming Customers at the Effective Date:

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<tr>
<th>FEATURE</th>
<th>AUTHENTICATION</th>
<th>RAN</th>
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<tr>
<td></td>
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<td>USIM</td>
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<td>Calling Name Presentation (CNAP)</td>
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A.3 Seamless handover

A.3.1 Seamless Handover shall be functional from the Launch Date. Seamless Handover can occur in two cases:

A.3.1.1 When a call or data connection initiated in the Roaming Operator’s radio network is handed over to the Hosting Operator’s Network without interruption when the Roaming Customer leaves Roaming Operator’s radio coverage area, i.e. inbound handover; or

A.3.1.2 When a call or data connection initiated in Hosting Operator’s radio network is handed over to the Roaming Operator’s Network without interruption when the Roaming Customer leaves Hosting Operator’s radio coverage area, i.e. outbound handover.
Annex B - Characteristics Of National Roaming

B.1 Definition

B.1.1 National Roaming is defined as a functionality whereby the Roaming Operator rents capacity and required associated functionality in the Hosting Operator’s mobile network from one point (point of interconnection) to another point, the radio interface. National Roaming is based on Operator-Roaming Operator National Roaming Test Cases and GSM Ph. 2 standards and its principles.

B.1.2 National Roaming shall be allowed for IMSI numbers with the Roaming Operator’s MNC.

B.1.3 It is the responsibility of the Roaming Operator to control and in this respect to provide its Roaming Customers with a valid subscription to roam on the Hosting Operator’s Network.

B.1.4 The Hosting Operator shall be responsible for the following, relating to implementation of the National Roaming Services:

- BTS (Base Transceiver Station)/Node B
- BSC (Base Station Controller)/RNC (Radio Network Controller)
- STP (Signalling Transfer Point)
- Quality of Service
- VLR (Visited Location Register)
- Visited MSC (Mobile Switching Centre)
- Lawful interception
- Generation of CDR for billing
- Inter-operator billing

B.1.5 The Roaming Operator shall be responsible for the following, relating to implementation of the National Roaming Services:

- Roaming Operator’s Customer billing and collection
- Provisioning
- Customer Service
- Complaint and Fraud handling
- Customer Services Quality of Service
- HLR (Home Location Register)
- Gateway MSC
- Authentication
- Prepaid system
- SIM (customer Identity Module)
- Mobile Network Code (MNC)
- IMSI (International Mobile Customer Identity)
• MSISDN (Mobile Station ISDN)
• Announcements
• Voice mail system

B.2 Regional Roaming Areas

Below is the list and map of the Roaming Areas available to Roaming Operator by the Operator at the Launch Date, along with the proposed date for the removal of National Roaming Services:

To be completed

B.3 Testing

Certification of testing

B.3.1 Both Parties shall exchange Completion Certificates confirming the successful execution of IREG tests which includes testing of the TAP procedures according to the Test Specifications of GSM Association Permanent Reference Documents. Both Parties shall confirm the successful execution of TADIG tests.

Testing of Service availability

B.3.2 The parties agree to perform relevant tests of service availability, according to the IREG and TADIG Test Specifications, every time one of the parties indicates a major change which has an impact on National Roaming and SMS Interworking.

Exchange of SIM and/or USIM-Cards

B.3.3 Roaming Operator will make the bilaterally agreed number of test SIM and/or USIM-cards available to the Operator under the following conditions:

B.3.3.1 Both Parties exchange test SIM and/or USIM-card(s) as agreed bilaterally in a written notice without any activation fee or any subscription fee. The Operator will be treated as a Roaming Customer of Roaming Operator.
B.3.3.2 All necessary information concerning the SIM and/or USIM-card(s), i.e. IMSI, MSISDN, PIN, PUK, shall be forwarded to the Hosting Operator as well.
B.3.3.3 The SIM and/or USIM-card(s) remain in the property of the Roaming Operator.
B.3.3.4 The test SIM and/or USIM-card(s) shall only be used in the Hosting Operator's Public Mobile Network for the purpose of testing of National Roaming functions.
B.3.3.5 TAP-data for traffic generated by these test SIM and/or USIM-card(s) shall be included in the normal billing and accounting procedures between the Parties and thereby also invoiced by the Hosting Operator.

B.3.4 None of the above shall be construed to allow reselling the SIM and/or USIM-card(s) or in any other way forward the SIM and/or USIM-card on conditions that could be negative for the Roaming Operator. The SIM and/or USIM card(s) issued as a result of this paragraph must be and remain in the name of the Hosting Operator.
Tests before the commercial start of roaming services (pre-commercial roaming phase)

B.3.5 The Operator actually using test-SIM and/or USIM-card(s) will not receive a payable bill from the issuing operator for the test calls made in the Public Mobile Network under test. TAP-data and bills will only be exchanged for test purposes.

B.3.6 Unless otherwise agreed, it is the sole responsibility of the Hosting Operator to block Roaming Customer during the pre-commercial phase and in no case has the Roaming Operator to bear the costs incurred by its Customers roaming in the Hosting Operator’s Public Mobile Network.

Tests during the commercial roaming phase

B.3.7 During the commercial roaming phase the usage of these SIM and/or USIM-card(s) is fully chargeable for traffic charges. The Roaming Operator shall therefore have the right to send a (single) bill to the Hosting Operator for the traffic generated by the exchanged SIM and/or USIM-card(s), however, only if the amount exceeds the bilaterally agreed non chargeable value. The amount charged is only the amount exceeding the non-chargeable value calculated on a monthly basis. The non-chargeable monthly value for the total of test SIMs for the Hosting Operator is XXX.

B.3.8 In the event that the Hosting Operator has a query concerning the other Party’s test SIM and/or USIM-card(s), then the Hosting Operator shall contact the contact point defined in Annex 9.

Calls made outside the Hosting Operator during pre-commercial or commercial roaming phase

B.3.9 All costs occurring for calls made with test SIM and/or USIM cards issued to the Hosting Operator outside the Hosting Operator’s network will be charged by the issuing operator (Roaming Operator). The Roaming Operator has the right to decide how to charge this usage of test SIM and/or USIM cards.

B.3.10 Using best endeavours, the Roaming Operator will inform the Hosting Operator and bar the test SIM and/or USIM card(s) being used outside the Hosting Operator’s network.

B.3.11 The Hosting Operator is fully liable for all call costs as detailed above, damages and costs (as limited by this agreement) incurred by misuse of test SIM and/or USIM cards outside the Hosting Operator’s network for the first 180 calendar days or until it is informed by the Roaming Operator, whichever is the smaller.

Lost or stolen test SIM and/or USIM cards

B.3.12 In the event that the Hosting Operator determines it is no longer in possession of the Roaming Operator’s Test SIM and/or USIM cards, the Hosting Operator must immediately notify the Roaming Operator in written form and request that the missing card(s) be deactivated. Once sufficient notification has been delivered to the Roaming Operator, the liability of the Hosting Operator ceases for all further usage on the missing cards(s) that
occurs beyond the date of notification. However, the burden is on the Hosting Operator to provide sufficient proof that adequate notification was given to the Roaming Operator.

B.4  Location update

B.4.1  When a Customer of the Roaming Operator who is not already registered in Operator’s VLR attempts to make a location update in the Hosting Operator’s Network, the attempt will be acknowledged provided triplets are received from Roaming Operator’s HLR.

B.4.2  Failure to recognise an IMSI of the Roaming Operator as legitimate or signalling failure of one or the other network may result in rejection with cause value #11 to be sent to the Roaming Customer’s mobile station. In that case the Roaming Customer will have to manually force the mobile station to make a new attempt once the IMSI is (re-) activated in the HLR or the signalling problem has been resolved.

B.4.3  In areas where the National Roaming is not allowed, the Hosting Operator shall reject the location update attempts by the Roaming Operator’s Customers by sending cause value #13 to such customers.

B.5  Security

The Parties intend to cooperate and set-up a national CEIR in order to blacklist IMEI. Mobile stations blacklisted by their IMEI in the prospective CEIR will not be allowed to use any services in the Hosting Operator’s Network. In the event of deployment of a national CEIR, the Roaming Operator is responsible for blacklisting mobile stations by reports to the CEIR.

B.6  Quality of service (QoS)

B.6.1  The QoS experienced by Roaming Customers in the Operator Network should not differ from those provided to the Hosting Operator’s own Customers. The Hosting Operator shall not differentiate between Roaming Customers and the Hosting Operator’s own Customers in relation to the provision of Services under this Agreement on the Hosting Operator Network, except as set out in Annex C and Clause 3 in the Main Terms and Conditions.

B.6.2  Calls that have been initiated by Roaming Customers while roaming on the Hosting Operator’s Network shall be handed over to the Roaming Operator’s Network in the event that the Roaming Customer moves into an area where coverage is provided on the Roaming Operator Network.

B.7  Routing of calls

B.7.1  National Roaming with the Roaming Operator will be based on the IMSI routing (also called A-number or HPMN routing) principle.

B.7.2  All National Roaming Traffic is routed on dedicated circuits between the Parties’ network nodes, as agreed by the Parties, separately from the circuits used for inter-
network traffic (traditional interconnect traffic) between the same nodes. The establishing of and operating costs for such circuits are the responsibilities of the Roaming Operator.

B.7.3 Calls to emergency numbers shall be routed to the relevant emergency call centre directly. The Hosting Operator will provide same Quality of Service to Roaming Customers as for the Hosting Operator’s own customers.

B.7.4 In the ISUP signalling the Hosting Operator has to send the CLI (Calling Line Identification), the category, the redirecting number and the forwarding indicator.

B.8 National roaming traffic exchange points

B.8.1 Transmission links for exchange of traffic between the Roaming Operator’s Network and the Hosting Operator’s Network shall be connected to the Hosting Operator’s GMSCs at locations in X, Y, Z. Connection at other locations shall be subject to separate negotiations between the Parties. Following such agreement, this Agreement shall be modified.

B.8.2 Dimensioning and managing of the procurement process of transmission capacity between the networks is the responsibility of the Roaming Operator.

B.9 Sketch of the technical solution

B.9.1 Network external interfaces are indicated by dashed lines and physical interfaces are indicated by solid lines. In general signalling interfaces are not shown. Within and across the networks signalling traffic is carried by SS7 network. Sketch to be completed.

B.10 Switch off of National Roaming Services

B.10.1 The Roaming Operator shall provide the Hosting Operator with its network roll out plan in areas covered by National Roaming Services. The Hosting Operator shall switch off its National Roaming Services in the areas where Roaming Operator is providing network service at the completion of each phase, as set out in the Roaming Operator network roll out plans, as modified from time to time.

B.10.2 Roaming Operator may require the Hosting Operator to cease providing National Roaming Services in individual areas by sending it a notice at least 30 Calendar Days before the date of cessation.
Annex C - Traffic forecasts

C.1 Forecast process

C.1.1 At the start of every three month period, starting on the Effective Date, the Roaming Operator shall forward a forecast to the Hosting Operator containing information about the traffic volumes that Roaming Operator expects to generate in each of the next six months during the Term of this Agreement. The forecasts shall be for:

- The total number of expected subscribers per area per month
- The associated erlangs per area per month
- Total number of minutes per area per month
- Busy hours erlangs per area per month
- Busy hour minutes per area per month

C.1.2 The Hosting Operator shall only use these forecasts as a basis for calculating the necessary network adjustments on the Hosting Operator’s Network, and they shall not be used for any other purpose or passed to staff within the Hosting Operator’s organisation that are not involved in planning or provisioning of network capacity.

C.1.3 The Hosting Operator shall guarantee the Roaming Operator the same quality of service as the Hosting Operator’s Customers during first three months of the forecast period, provided that the actual number of voice minutes does not exceed the total number of minutes in the Traffic Forecast by more than 20%.

C.2 Consequences of an erroneous forecasts

C.2.1 Traffic volumes exceeding the total number of voice minutes in the Traffic Forecast for the first three months of the forecast period shall be handled provided that the quality of service for the Hosting Operator’s Customers is not affected. Nevertheless, the Hosting Operator is entitled to suspend a National Roaming Service in that particular area if the quality of service of its own Customers is materially affected. If its Customers are not materially affected, then the Hosting Operator must continue to handle the roaming traffic.

C.2.2 Any such degradation of quality of service for Roaming Customers shall be proven by means of objective criteria. The Roaming Operator must be notified and provided with proof of any network overload caused by the Roaming Operator’s traffic, and given the opportunity to remedy the situation within defined working days agreed between the two parties.
C.2.3 The Parties shall negotiate in good faith to find a solution to the quality degradation in the Hosting Operator’s Network. The Roaming Operator acknowledges that such a solution may involve modified commercial terms, including additional costs or revised quality parameters for the Roaming Operator.

C.2.4 In case of arising quality degradations for Roaming Customers, the Hosting Operator shall use its best endeavours to inform the Roaming Operator well in advance. The suspension of National Roaming Services shall be envisaged as the last solution.
Annex D - Operations and maintenance

D.1 Notification procedures for general operational issues

D.1.1 The communication between the operational teams of the Parties shall be handled through notifications. All notifications shall be associated with a reference number. This reference number shall be used in all responses and subsequent exchange of information on the issue described in the notification. The reference number is proposed to be the date followed by a serial number: [yyyy-mm-dd ##].

D.1.2 Single points of contact shall be nominated in Schedule 1 – Contact Points for each Party for the purpose of notifications. E-mail shall be the preferred means to notify to the Roaming Operator about faults and the resolution of faults in the Hosting Operator’s Network.

D.1.3 When events require that the Parties’ regional or local personnel work directly with one another, the contact point shall provide the necessary contact information.

D.1.4 Email notification and reporting can be used as long as the serial number and date/time is included in the email. All such emails should be sent to “Roaming Operator NOC E-mail” in the case of Roaming Operator and to “Hosting Operator NOC E-mail” in the case of the Hosting Operator.

D.2 Planned outages

D.2.1 The Hosting Operator and the Roaming Operator shall give advance notice to each other prior to commencement of planned work and preventive maintenance that may specifically affect National Roaming Services. Each Party shall give at least three (3) working days’ notice before the work is due to commence.

D.2.2 Subsequent notices shall be sent when the planned work begins and when it is finished.

D.2.3 If a Party is not able to finish planned work within the expected time frame the other Party shall as soon as possible be notified of the time when it is expected that the work will be completed.

D.2.4 Reduced periods of notice may be agreed on a case by case basis. At every instance acceptance of a reduced period of notice shall be communicated in writing through the contact points.

D.2.5 Emergencies shall be communicated verbally and followed with a written communication.
D.3 Faults in network

Fault in own network

D.3.1 If the Roaming Operator discovers a fault in the Roaming Operator’s Network or on the connecting links which may have an effect on Roaming Customers in the Hosting Operator’s Network, the Roaming Operator shall as soon as practicable inform the Hosting Operator of the fault through the agreed responsible contact point, according to the notification procedure. Information of the fault being resolved shall be communicated by the Roaming Operator to the Hosting Operator through the same contact point.

D.3.2 If the Hosting Operator discovers a fault in the Hosting Operator’s Network which may have an effect on Roaming Customers in the Hosting Operator’s Network, the Hosting Operator shall as soon as practicable inform the Roaming Operator of the fault through the agreed responsible contact point, according to the notification procedure. Information of the fault being resolved shall be communicated by the Hosting Operator to the Roaming Operator through the same contact point.

Faults in other operator’s network

D.3.3 If the Roaming Operator discovers a fault related to interfacing with the Hosting Operator’s Network and the fault is not caused by the Roaming Operator’s Network or by the connecting links, the Roaming Operator shall as soon as practicable inform the contact point of Hosting Operator of the fault, according to the agreed notification procedure.

D.3.4 The Hosting Operator shall investigate the purported fault and inform the Roaming Operator of the result via the notification procedure.

D.3.5 If the Hosting Operator discovers a fault related to interfacing with the Roaming Operator’s Network or the connecting link and the fault is not caused by the Hosting Operator’s Network, the Hosting Operator shall as soon as practicable inform the contact point of the Roaming Operator of the fault, according to the agreed notifications procedure.

D.3.6 The Roaming Operator shall investigate the purported fault and inform the Hosting Operator of the result via the notification procedure.

D.3.7 If one Party without reasonable basis or in bad faith reports a fault in the second Party’s Network, and after the second Party’s fault correction efforts, it turns out that the reported fault was not caused by conditions in the second Party’s Network (including but without limitation the interfacing with the first Party’s Network) nor in the connecting links, the first Party shall pay the second Party for the work reasonably required for fault finding which has been performed in vain and which the second Party agrees will be stopped immediately once it is found the reported fault was not caused by conditions in the second Party’s Network.
D.4 Written reports

Following faults

D.4.1 If one of the Parties wants to have a detailed written report after a service or billing affecting fault, the other Party shall prepare this within one week.

Network usage reports

D.4.2 The Hosting Operator shall on a monthly basis and with its monthly invoice submit a network usage report to the Roaming Operator describing the usage of the Hosting Operator’s Network by the Roaming Customers (the "Network Usage Report"). The Network Usage Report shall be provided to the Roaming Operator in Microsoft Excel format measuring and providing data relating to the network usage for the previous month for the areas in which National Roaming is permitted.

D.4.3 The Network Usage Report shall clearly demonstrate the cumulative calling minutes of Roaming Customers on each Hosting Operator Roaming Area during the measurement period and distinguish between mobile originating and mobile terminating calls.

D.4.4 The Hosting Operator shall provide the details of any change in the coverage areas for any Roaming Areas as soon as is reasonably practicable following such change.

D.5 Fault classification

D.5.1 The originator of a fault report shall designate its status as either:

a) Service Affecting: A fault presumed to affect a significant number of Roaming Operator’s customers in the Hosting Operator’s Network
b) Billing Affecting: A fault presumed to affect the billing of a significant number of Roaming Operator’s customers in the Hosting Operator’s Network
c) Non Service Affecting: Any other fault not in the Service or Billing Affecting categories.

The fault originator may at any time, while a particular fault is present and by agreement with the other Party, change its status.

D.6 Target restoration time

D.6.1 Each Party shall respond promptly to all notifications on suggested faults in its network.

D.6.2 A fault selectively affecting Roaming Customers (as opposed to faults affecting all customers, i.e. including the Hosting Operator’s Customers) shall be corrected according to its classification as follows:

<table>
<thead>
<tr>
<th>Fault status</th>
<th>Restoration time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Affecting</td>
<td>12 hours</td>
</tr>
</tbody>
</table>
For all other faults the Hosting Operator’s internal target restoration times shall apply.

D.6.3 Duration of a fault is calculated as the time difference between the time of notification of the fault and the time of the notification of the fault solution.

### D.7 Escalation procedures

D.7.1 If a fault selectively affecting Roaming Customers is not resolved within the times stipulated in Clause 0 above the problem can be escalated.

D.7.2 The Roaming Operator can request an escalation through a notification including necessary identification of the person(s) in the Roaming Operator’s organisation to be contacted.

D.7.3 The Hosting Operator’s Network Operations Centre shall react as soon as possible by arranging a representative of the Hosting Operator having management powers to contact the representative of the Roaming Operator, and the response to the notification shall state the name and area of responsibility of the person(s) to contact the Roaming Operator.

### D.8 Test numbers

D.8.1 The Parties will make test numbers (MSISDN) available to one another for the purpose of call tests to be performed.

D.8.2 Each Party may request a reasonable number of test numbers (MSISDN) from the other Party for the purpose of call tests. The request shall be in writing and shall specify the number of test numbers required for the purpose of the tests, the description of the tests to be performed and the service type for each test number. The service types are pre-paid and post-paid. Such requested test numbers will not be unreasonably withheld or delayed by the requested Party.

### D.9 Operational meetings

D.9.1 The Parties shall meet within one (1) week after the signing of this Agreement to establish processes and procedures necessary, including updating the contact details, to ensure that obligations of both Parties under this Agreement are fulfilled.

D.9.2 The Parties agree to meet every quarter during the Term to discuss relevant issues to make this Agreement work in practice. Both Parties will attend these meetings with the following participants and representatives as necessary:

- a) Manager responsible for this Agreement
- b) operation and maintenance department representative
- c) radio network planning department representative
- d) accounting and finance department representative
D.9.3 Unless otherwise agreed between the Parties, the meetings will follow the agenda below:
   a) Approval of minutes from last meeting
   b) Action points from last meeting
   c) Network faults and occurrences in the networks
   d) Network statistics (O&M)
   e) Traffic and forecasts (previous periods, coming periods)
   f) Planned changes in the networks
   g) Settlement including billing
   h) Customer care matters
   i) Fraud issues
   j) Any other business
   k) Date of next meeting.

D.9.4 If both Parties agree, these meetings can be split into three forums:
   a) Planned changes in the network and traffic forecasts,
   b) Operation and maintenance, and
   c) Accounting and Customer Care.

D.10 Notices

D.10.1 All notices, information and communications required under this Agreement shall be given in writing and be in the Arabic or English language and shall be sent by e-mail and fax to the relevant contact given in Schedule 1 – Contact details. Correctly addressed notices sent by e-mail and fax shall be deemed to have been received instantaneously. The other Party shall confirm receipt by e-mail or fax within 24 hours.

D.10.2 Notices are to be served and confirmed only during working hours. For the avoidance of doubt, if a noticed is served after working hours, it is deemed to have been received the following working day.

D.10.3 Each Operator specifies only one contact point for exchange of updates to this Agreement that is the manager responsible for this Agreement, as defined in Schedule 1 – Contact details.

D.11 Contacts

D.11.1 The contact points for both Parties related to the Services provided under this Agreement shall be listed in Schedule 1 – Contact details, along with their mobile telephone numbers, email addresses and office addresses. The Schedule shows the contact points for the primary contacts, Level 2 escalation, billing, fraud detection, testing, fault reporting and customer care issues.
D.11.2 This Schedule will be regularly updated at the operational meetings under Clause D.9. Either Party may amend their contact information with at least 24 hours before the change takes effect. In exceptional cases, either Party may make changes to the contact information without prior notice but must inform the other Party as soon as reasonably possible.
Annex E - Billing

E.1 Billing information

E.1.1 The Hosting Operator shall provide the Roaming Operator with the information and data necessary for the Roaming Operator to bill and charge its Roaming Customers, in accordance with GSM Association Standards and as agreed between the parties.

E.1.2 The Hosting Operator will keep the Call Data Records ("CDRs") in accordance with internationally acknowledged principles. If requested by the Roaming Operator, the Hosting Operator shall provide billing information in the form of CDRs in a format and on a machine-readable medium agreed by the Parties within 10 Calendar Days of receipt of a request from the Roaming Operator.

E.2 Invoices

E.2.1 The Hosting Operator shall prepare a monthly invoice for calls registered during the previous month made by Roaming Customers on the Hosting Operator’s Network. The invoice shall be itemised in accordance with internationally acknowledged principles of billing and accounting.

E.2.2 The invoices for the previous billing period shall be sent in writing or in such electronic form as may be agreed from time to time to the Roaming Operator within 15 Working Days of each billing period. The Roaming Operator should communicate any discrepancies in the invoice within 20 Working Days of receipt of the invoice by the Roaming Operator from the Hosting Operator. If appropriate, the Hosting Operator will issue credit notes and correction invoices to compensate for agreed changes to or agreed errors in the Hosting Operator’s invoices.

E.2.3 Changes in time schedules concerning the exchange of invoices and payments shall be set three (3) months before implementation at the latest.

E.2.4 Payments between the Parties shall not be reduced, suspended or otherwise affected by claims against or payments made by the Roaming Operator or by Roaming Customers on the basis that all or any of the minutes of the accounting period result from fraud.

E.3 Terms of payment

E.3.1 Payment falls due no later than fifteen (15) Working Days after the date of receipt of the invoice by the Roaming Operator. Payment shall be made in Iraqi dinars.

E.3.2 The Roaming Operator shall pay all undisputed invoices no later than 15 Working Days ("Due Date") after the date of receipt of the invoice by the Roaming Operator, and shall make payments to the bank account nominated by the Hosting Operator.
E.3.3 If the Roaming Operator does not pay a sum payable by the Due Date, the Invoicing Party may charge a penalty on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by the Invoicing Party (both before and after judgement) in accordance with this clause. The Roaming Operator agrees to pay the penalty on demand.

E.3.4. The penalty shall be calculated as 1.5 per cent of the overdue sum for each month or part month that the sum is overdue. Where a penalty in respect of any due and unpaid amount is due to the Invoicing Party, the Hosting Operator may add the amount of such penalty to its next invoice.

E.4 Billing errors

E.4.1. The Parties agree that if a margin of difference of two per cent (2%) or less exists between the traffic volumes recorded by both Parties for the same type of traffic and in the same month, they shall calculate the arithmetic average between their records and this average shall be used for payment of the invoice. If there is a margin of difference exceeding two per cent (2%), the Party receiving the invoice shall have the right to withhold payment of the disputed amount until resolution of the billing dispute in accordance with Clause E.5 below, but must make payment of the undisputed amount. The right to withhold payment of the disputed amount shall lapse in case of failure to initiate such billing dispute procedures within the time frames specified in Clause E.4.

E.4.2. If the Invoiced Party discovers an error that is greater than the margin set out in Clause E.4.1 in an invoice given by the Invoicing Party, or the Invoiced Party discovers a smaller but persistent error, it shall notify the Invoicing Party as soon as practicable. The Invoicing Party shall make the adjustment necessary to correct that error in its next invoice, if it is able to verify the error.

E.4.3. If the Invoicing Party has omitted or miscalculated charges from an invoice, the Invoicing Party may include or amend (respectively) those charges in a later invoice, as long as the Invoicing Party is able to substantiate these charges to the Invoiced Party and the inclusion or amendment is made within six months of the issuing of the invoice.

E.4.4. If the Invoiced Party makes an overpayment in error, it shall notify the Invoicing Party accordingly within thirty calendar days of the date on which the overpayment was made with sufficient details for the Invoicing Party to be able to identify the overpayment. If the Invoicing Party verifies the overpayment, the Invoicing Party shall return the amount overpaid to the Invoiced Party within ten (10) Working Days of the notice of overpayment.

E.4.5. Notwithstanding any other provision in this Annex, a penalty shall not accrue or become payable in respect of sums added to an invoice in error.

E.4.6 The Parties acknowledge that invoices cannot be warranted as being free from errors.
E.5 Billing disputes

E.5.1. Where a Party (the “Disputing Party”) disputes the invoice of the Invoicing Party, the Disputing Party shall send a written “notice of dispute” within ten (10) Working Days of the date of receipt of the disputed invoice to the Invoicing Party. Failure to submit a notice of dispute within the ten (10) Working Day period shall be deemed to be indisputable confirmation of the correctness of the invoice. For the avoidance of doubt, a Disputing Party can dispute an invoice where the error exceeds the margin stipulated in Clause E 4.1 or where the error is smaller but persistent over a period of time.

E.5.2. The notice of dispute must:

- clearly identify aspects of the invoice being disputed;
- state the specific reason(s) with reference to the information required
- provide a daily report specifying the calls, durations and values for the relevant POI.

E.5.3. If Invoicing Party determines that the information is insufficient to identify the disputed amount, the Disputing Party must immediately supply the relevant portion of the Disputing Party’s CDRs and indicate the discrepancy in the Invoicing Party’s invoice.

E.5.4. The Disputing Party’s unavailability of records shall not constitute an acceptable basis for disputing an invoice under this Agreement and any notice of dispute issued on that basis shall not be valid.

E.5.5. The Invoicing Party shall, within five (5) Working Days of receipt of a notice of dispute, deliver to the Disputing Party CDRs supporting the invoice in question. The CDRs, once provided satisfactorily shall be prima facie proof of the correctness of the relevant portion of the invoice in question and the onus of proving the incorrectness thereof shall rest with the Disputing Party.

E.5.6. The Parties shall endeavour to settle amicably any such billing dispute and shall use reasonable efforts to agree upon an escalation procedure. If the Parties fail to resolve their billing dispute for any reason, including but not limited to a Party disputing the authenticity or completeness of the other Party’s CDRs, within five (5) Working Days of the Disputed Party’s receipt of the Invoicing Party’s CDRs or within ten (10) Working Days of the Invoicing Party’s receipt of the notice of dispute, whichever shall first occur, the Disputing Party shall issue a “Notice of Failure of Dispute Resolution” within five (5) Working Days. The Notice of Failure of Dispute Resolution shall be accompanied by relevant CDRs from the Disputing Party’s records.

E.5.7. In the Notice of Failure of Dispute Resolution, the Disputing Party shall be required to state a date and venue for its Chief Executive and the Chief Executive of the Invoicing Party or appointed delegates to meet. The date of such meeting shall be not more than five (5) Working Days after the date the Notice of Failure of Disputed Resolution is issued. If the dispute is not resolved with ten (10) Working Days of such meeting, the Chief Executives or delegates shall refer such dispute for investigation and determination by a firm of independent auditors, chosen by the Parties, with expertise in billing matters in the electronic communications industry. Such independent auditors shall not be the auditors of either of the Parties.
E.5.8. In the event that the Parties cannot agree on a firm of independent auditors within five (5) Working Days, the Parties shall, on the expiration of the five (5) Working Days, immediately notify the Chairman of the GSM Association (GSM Association) separately in writing. Such notice shall state the matter in dispute, identify the Parties involved and request the Chairman of GSM Association to recommend, within ten (10) working days, an independent firm of specialists, skilled in the analysis and determination of authenticity and financial impact of CDRs, to act as the Third Party Expert. The notification shall also state the terms of reference of the entity to be recommended by the Chairman of GSM Association. If the Chairman of the GSM Association is unwilling or unable to make such a recommendation within fourteen (14) calendar days following such notice, the Parties shall submit an identical request to the International Chamber of Commerce and Industry in Paris, France.

E.5.9. The Chief Executives of the Parties or their appointed delegates shall separately provide the Third Party Expert with all written correspondence and CDRs exchanged with the other Party, together with all relevant information requested by the Third Party Expert within five (5) Working Days of commissioning.

E.5.10. Failure of the Disputing Party or the Invoicing Party to meet obligations within the duration provided in relevant Clauses, or an inability to produce records or refusal to agree to the fees quoted by the Third Party Expert, shall not prevent the commissioning of the Third Party Expert.

E.5.11. The Third Party Expert shall produce and deliver to the Chief Executives of the Parties a report on its findings not later than thirty (30) Working Days after receiving all written correspondence, CDRs and other requested relevant information. Such a report shall be delivered by courier and facsimile to the Disputing Parties. Failure of either of the Parties to supply information requested will not prevent the Third Party Expert from carrying out his/her duties.

E.5.12. Both Parties shall be entitled to comment on the findings of the Third Party Expert within five (5) Working Days after the report on the findings has been delivered by the Third Party Expert.

E.5.13. The Third Party Expert shall consider the comments, after which a final decision shall be made.

E.5.14. The final decision of the Third Party Expert shall be binding on both Parties and may be made by an order of court pursuant to the laws of Iraq. The Invoicing Party shall have the right to raise a demand notice immediately and the Invoiced Party shall make payment within ten (10) Working Days of the demand notice. The Invoicing Party shall have the right to invoke Clause 18 of the Main Terms and Conditions should the breach continue for another fifteen (15) Working Days.

E.5.15. Both Parties shall contribute equally to pay any initial down payment required by the Third Party Expert prior to commencement of work.

E.5.16. The Third Party Expert shall allocate the cost of his or her fees between the Invoiced Party and the Invoicing Party, including the initial fees, on a fair and reasonable
basis having regard to the nature of the dispute. If, as a result, one Party owes the other Party some or all of the initial fees of the Third Party Expert paid under Clause E.4.15, it shall refund the amount owed within twenty (20) Working Days of the Third Party Expert’s decision on the allocation of costs.

E.5.17. The provisions of Clause E.4 constitute an irrevocable consent by the Parties to any proceedings described by this clause and neither Party shall be entitled to withdraw therefrom or claim that it is not bound by such provisions.

E.5.18. The Parties agree to keep the subject matter of their billing dispute and the evidence submitted during any resolution by a Third Party Expert confidential and agree not to disclose such subject matter or evidence to anyone except in the event that the decision is made by an order of court pursuant to the laws of Iraq, in which case such subject matter or evidence may be disclosed to the relevant court.

E.5.19. Notwithstanding the above, if the billing dispute is resolved without reference to a Third Party Expert and a payment amount has been agreed, the Invoiced Party shall have the right to raise a demand notice immediately and the Invoicing Party shall make payment within five (5) Working Days of the demand notice.

E.6 Implementation of TAP

E.6.1 The implementation of TAP shall be in accordance with the GSM Association Permanent Reference Documents with the exception of network specific deviations that the Parties have agreed during the testing phase.

E.6.2 The Hosting Operator will transfer TAP files based on the most recent version to TAP 3 that the Hosting Operator has implemented. The content of the TAP is in accordance to industry standard for the Services listed in Annex A, - Services or in accordance to mutual agreement between the parties in order for the Roaming Operator to bill and charge its Customers in full and in the most efficient manner for the Services used by Roaming Customers. When the Hosting Operator introduces a different TAP file specification, the Parties may agree on different file format to be transferred.

E.6.3 The Parties agree that the Hosting Operator shall transfer TAP files to the Roaming Operator containing information for each LAC.

E.6.4 Interchange of TAP records shall be performed by Electronic Data Interchange (EDI), and the Parties shall exchange their EDI addresses. In case of EDI failure or delays in EDI transfer, a fallback procedure shall come into effect as specified in GSM Association Permanent Reference Documents

E.6.5 The Hosting Operator will transfer TAP files to EDCH (Roaming Operator Data Clearing House), which will act as agent for the Roaming Operator. Transfer shall be daily within the Standard Time Scale as defined in the GSM Association Permanent Reference Documents. The Hosting Operator will transfer TAP files twelve (12) times per day. Any changes in the data transfer frequencies shall be agreed before implementation.
E.6.6 When no data are available, Notifications files, as defined in the GSM Association Permanent Reference Documents, will be exchanged.

E.6.7 If the Hosting Operator is unable to support EDI and call records are not made available to the Roaming Operator within the Standard Time Scale, and it subsequently proves impossible after the use of all reasonable efforts for the Roaming Operator to recover the call charges from its customers, then the charges shall remain at the expense of the Hosting Operator provided that the non-recovery can be specifically related to the delay in transfer.

E.6.8 In case of delays in making TAP files available to the Roaming Operator, the Hosting Operator shall inform the Roaming Operator of the delay as soon as possible. If no such information is given within three (3) Working Days after the TAP files should have been made available according to the data exchange procedures define above, the Hosting Operator shall pay a compensation of 10% of the amount represented in the delayed TAP files to Roaming Operator.

E.6.9 In case of delays in making available the charging records generated by the Roaming Operator’s prepaid customers, the Hosting Operator shall pay compensation to the Roaming Operator as follows:

   E.6.9.1 If the charging records are made available later than 12 hours after call completion, the Roaming Operator is entitled to 25% refund of the amount represented in the affected charging records;

   E.6.9.2 If the charging records are made available later than 24 hours after call completion, the Roaming Operator is entitled to 50% refund of the amount represented in the affected charging records;

   E.6.9.3 If the charging records are made available later than 48 hours after call completion, the Roaming Operator is entitled to 75% refund of the amount represented in the affected charging records;

   E.6.9.4 If the charging records have not been made available after 72 hours after call completion, the Roaming Operator shall not pay the amount represented and the Hosting Operator shall transmit the affected charging records in less than 24 hours.
Annex F – Dispute Resolution

F.1 General process

F.1.1 The Parties will encourage their staff and employees to resolve disputes that arise in the provision of National Roaming Services at the lowest practical levels in their respective organisations.

F.1.2 Notwithstanding Clause F.1.1, the Parties will instruct their staff and employees to escalate disputes that are not expeditiously resolved at lower working levels.

F.1.3 Billing disputes should be resolved according to the provisions of Clause E.7.

F.1.4 Nothing in this Annex shall reduce the Parties’ rights to redress under the laws of Iraq.

F.1.5 The Parties shall continue to be bound by the obligations in this Agreement while any dispute between them is being resolved by the processes set out in this Annex F – Dispute Resolution.

F.2 Escalation of disputes

F.2.1 Either Party may escalate a dispute to a higher level in the dispute resolution hierarchy outlined in the table below. Although it is expected that disputes that cannot be resolved at one level in the dispute resolution hierarchy should be escalated to the next higher level, a Party may decide to escalate the dispute more rapidly if in its consideration the severity and potential impact of the dispute on the provision of National Roaming Services and on Customers warrants such accelerated escalation.
Table F.1: Dispute resolution process

<table>
<thead>
<tr>
<th>Level in Dispute Resolution Hierarchy</th>
<th>Description</th>
<th>Disputes that are typically expected to be resolved at this level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (Lowest)</td>
<td>Operational level - involving the operational staff of each Party up to Field Supervisor level</td>
<td>Operational disputes associated with the interpretation and implementation of detailed operating processes and practices</td>
</tr>
<tr>
<td>2</td>
<td>Management level - involving the managers in charge of operational units</td>
<td>Operational disputes escalated from the Operational level</td>
</tr>
<tr>
<td>3</td>
<td>Senior management level</td>
<td>All disputes associated with the implementation of this Agreement, including disputes arising in the course of negotiations to change or amend this Agreement</td>
</tr>
<tr>
<td>4</td>
<td>Chief Executive level - involving the CEOs of each Party</td>
<td>All disputes associated with the implementation of this Agreement, including disputes arising in the course of negotiations to change or amend this Agreement.</td>
</tr>
<tr>
<td>5</td>
<td>Independent third party including CMC</td>
<td>Disputes that the Parties cannot resolve requiring, in the view of one or both of them, the involvement of an independent Arbitrator, Mediator, or CMC.</td>
</tr>
</tbody>
</table>

F.3 Resolution of disputes at Chief Executive level

F.3.1 Either Party may escalate a dispute to the Chief Executive level if it appears that there is little likelihood of middle and senior management (stages 2 and 3) resolving the matter and where the gravity and potential impact of the dispute on the timely provision of Interconnection Services warrants such an escalation.

F.3.2 The Chief Executives shall adopt whatever process permitted by law for examining and, if possible, resolving the dispute as appears to them to be appropriate having regard to the nature and complexity of the issues associated with the dispute and its possible means of resolution.

F.4 Independent arbitration and mediation

F.4.1 Should the Chief Executives of the Parties fail to reach unanimous agreement in the determination of any dispute referred to them as in Clause F.3, the Parties undertake to meet promptly and consider whether or not the dispute should be referred to arbitration, mediation, or to the CMC. If the Parties agree in writing that the dispute should be referred to arbitration or mediation, such dispute will be determined by arbitration or mediation in accordance with the remaining provisions of this Clause F.4, and either Party may then file a request for arbitration or mediation pursuant to the Iraqi Civil Procedures Law.
If, within a period of two (2) Working Days of meeting pursuant to Clause F.4.1, the Parties fail to reach agreement in writing to refer the dispute to arbitration or mediation, or if the Chief Executives fail to arrange a meeting within two (2) Working Days of an escalation of the dispute under Clause F.3.1, or if the Parties so agree, either Party will be entitled to commence litigation proceedings against the other Party or to refer the dispute to CMC under Clause F.5.

Notwithstanding anything to the contrary contained in this Clause F.4, neither Party shall be precluded from obtaining interim relief from a court of competent jurisdiction (including CMC) pending the decision of an Arbitrator or Mediator appointed pursuant to this Clause F.4. In the event of a reference to the arbitration panel or to a Mediator, both Parties shall compile a detailed dispute report which shall include origin, nature, extent, issues and any proposals for resolution and make their respective reports available to the Arbitrators or Mediator and each other within ten (10) Working Days of the referral.

The arbitration panel shall consist of two (2) members. The arbitration panel shall decide upon and give directives as to all matters of procedure to be followed by the Parties in resolving the dispute and who shall bear the costs of the arbitration. The decision of the Arbitrators shall be final and binding and may be made an order of court.

As an alternative to arbitration, both Parties may agree to appoint a Mediator whose task will be to broker an agreement between the Parties. The Mediator will be chosen as set out in Clauses F.4.3 – F4.4, and the Parties will be bound by any agreement made by the Parties resulting from the mediation. The Parties may request CMC to act as the Mediator.

The Parties agree to keep the arbitration or mediation, including the subject matter of the arbitration or mediation and the evidence heard and/or submitted during the arbitration or mediation, confidential and not to disclose the arbitration or mediation, its subject matter and the evidence heard and/or submitted to anyone except in the event that the decision is made by an order of court or of CMC, in which case the arbitration or mediation, its subject matter and the evidence heard may be revealed to the relevant court or to CMC.

Neither Party shall be entitled to object to the litigation proceedings before a court based on Article 253-3 of the Iraqi Civil Procedures Law if no agreement has been reached between the Parties on the arbitration or mediation.

Reference of disputes to CMC

If the Chief Executives agree that a dispute should be referred to CMC under Clause F.4.1 above, both Parties shall refer the dispute to CMC. If the Chief Executives fail to resolve the dispute after completing the process adopted under Clause F.3.2, either Party may refer the dispute to CMC. Each Party will bear its own costs of the reference of any dispute to CMC. The Parties shall follow the processes and timescales set out by CMC in any regulations relevant to dispute resolution.
Annex G – Prices

G.1 Charging principles

G.1.1 For voice calls, charging is calculated per second units at B-answer, the price per second being 1/60 of the per minute prices set out in this Annex. These prices are valid during peak- and off-peak periods. All relevant interconnection costs and international wholesale interconnection rates are payable in addition.

G.1.2 Emergency calls shall be free of charge and can be made with or without a SIM card on the Hosting Operator’s Network. For routing of emergency calls, B-number routing shall be used.

G.1.3 The prices for National Roaming Services shall be payable according to the origination and termination of each call, as set out below.

Table G.1 Payment of roaming charges

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Originating</th>
<th>Terminating</th>
<th>Responsibilities of each party</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Third Operator</td>
<td>Roaming Operator roamer</td>
<td>3O bills caller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3O pays MTR to EL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays MTC to HO</td>
</tr>
<tr>
<td>2</td>
<td>Roaming Operator roamer</td>
<td>Third Operator</td>
<td>RO bills caller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays MOC to HO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays FTR to 3O</td>
</tr>
<tr>
<td>3</td>
<td>Roaming Operator roamer</td>
<td>Roaming Operator network</td>
<td>RO bills caller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays MOC to HO</td>
</tr>
<tr>
<td>4</td>
<td>Roaming Operator network</td>
<td>Roaming Operator roamer</td>
<td>RO bills caller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays MTC to HO</td>
</tr>
<tr>
<td>5</td>
<td>Roaming Operator roamer</td>
<td>Hosting Operator</td>
<td>RO bills caller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays MOC to HO</td>
</tr>
<tr>
<td>6</td>
<td>Hosting Operator</td>
<td>Roaming Operator roamer</td>
<td>HO bills caller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HO pays MTR to RO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HO pays MTC to HO</td>
</tr>
<tr>
<td>7</td>
<td>Roaming Operator roamer</td>
<td>Roaming Operator roamer</td>
<td>RO bills caller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays MOC to HO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RO pays MTC to HO</td>
</tr>
</tbody>
</table>

MOC = mobile originating roaming charge  
MTC = mobile terminating roaming charge  
HO = Hosting Operator  
RO = Roaming Operator  
MTR = mobile termination interconnection rate  
FTR = fixed termination interconnection rate  
3O = Third party operator
G.2 Roaming tariffs

The prices to be included will be negotiated between the Parties or mandated by CMC.

G.2.1 Roaming voice prices (dinars per minute)

<table>
<thead>
<tr>
<th>Mobile Originating Roaming Charge (MOC)</th>
<th>Mobile Terminating Roaming Charge (MTC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

G.2.2 Roaming SMS prices (dinars per message)

<table>
<thead>
<tr>
<th>Mobile Originating Roaming Charge (MOC)</th>
<th>Mobile Terminating Roaming Charge (MTC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

G.2.3 Roaming MMS prices (dinars per message)

<table>
<thead>
<tr>
<th>Mobile Originating Roaming Charge (MOC)</th>
<th>Mobile Terminating Roaming Charge (MTC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

G.2.4 Roaming data prices (dinars per megabyte)

<table>
<thead>
<tr>
<th>Mobile Originating Roaming Charge (MOC)</th>
<th>Mobile Terminating Roaming Charge (MTC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All prices are expressed exclusive of any VAT or sales tax or other tax imposed by law. These prices shall be amended annually following the process set out in Clause 5.2.
Annex H - Customer care

H.1 Information

H.1.1 The Roaming Operator shall inform its own Roaming Customers about roaming possibilities on the Hosting Operator’s Network. Such information (and the form of such information) shall be provided at the entire discretion of the Roaming Operator.

H.1.2 The Hosting Operator will provide the Roaming Operator with digital coverage maps in international standard formats, which the Roaming Operator can utilise for customer care purposes.

H.1.3 The Hosting Operator shall ensure that Roaming Customers can access Short Codes, the Roaming Operator’s short numbers, and in particular (but without limitation) the short number of the Roaming Operator’s Customer Services.

H.1.4 The Parties shall inform each other of any changes in Emergency Service, Technical Customer Service, Directory Enquiry numbers and any other short numbers.

H.2 Billing inquiries

H.2.1 In the event that a Roaming Customer has an inquiry relating to the amount billed during roaming on the Hosting Operator’s Network, the Roaming Customer shall resolve this query with the Roaming Operator’s Customer Services.

H.2.2 The Roaming Operator shall conduct the actual handling of a billing complaint from a Roaming Customer, and the Hosting Operator shall offer the Roaming Operator reasonable assistance when information is required from the Hosting Operator to enable the Roaming Operator to handle and respond to its Roaming Customers’ complaints.

H.3 Network faults

H.3.1 In the event of a perceived network fault while roaming on the Hosting Operator’s Network, the Roaming Customer shall contact the Roaming Operator’s Customer Care Services.

H.3.2 If the Customer Services of one Party has a query concerning potential faults of the other Party’s network, then the Customer Care Services shall contact the Hosting Operator. In addition, it may be necessary that technical experts of one Party to contact the other Party’s technical experts. These contact points are defined in Schedule 1 – Contact details.

H.4 SIM cards and equipment

H.4.1 In the event that a SIM card is lost or stolen, the Roaming Customer shall contact the Roaming Operator’s Customer Services. Subject to Clause 5, the Roaming Operator takes full responsibility for the payment of the calls to and from their SIM cards.

H.4.2 In the event that mobile equipment is lost, stolen, or faulty, the Roaming Customer shall be asked to contact the Roaming Operator’s Customer Services.
H.5 Answering time

H.5.1 The Hosting Operator shall provide technical support services via telephone and e-mail to the Roaming Operator to the extent possible. If an enquiry cannot be answered immediately and further investigations by the Hosting Operator are necessary, the Roaming Operator will receive a status report on the problem.

H.6 Inquiries from the Roaming Operator’s Operations Department

H.6.1 The Roaming Operator may contact the Hosting Operator’s technical support services personnel with regard to technical problems including but not limited to the following problems:

H.6.1.1 Faults (numbers which cannot be called, dropped calls, mobile phones that are not allowed on the Hosting Operator Network and are within coverage according to Hosting Operator’s coverage card), reported by Roaming Customers with a valid subscription;

H.6.1.2 Specific mobile problems related to the Hosting Operator’s Network;

H.6.1.3 Faults related to the availability, accessibility and continuation of the Hosting Operator’s Network and National Roaming Services

H.6.1.4 Faults related to data services in the Hosting Operator Network.
# Annex I - Definitions

## List of abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMEL</td>
<td>Customized Applications for Mobile Network Enhanced Logic</td>
</tr>
<tr>
<td>CC</td>
<td>Customer Care</td>
</tr>
<tr>
<td>CDR</td>
<td>Call Data Record</td>
</tr>
<tr>
<td>CEIR</td>
<td>Central Equipment Identity Register</td>
</tr>
<tr>
<td>CLI</td>
<td>Calling line identification</td>
</tr>
<tr>
<td>CLIP</td>
<td>Calling line identification presentation</td>
</tr>
<tr>
<td>CLIR</td>
<td>Calling line identification restriction</td>
</tr>
<tr>
<td>CS</td>
<td>Circuit Switched</td>
</tr>
<tr>
<td>DEMUX</td>
<td>De-multiplexing</td>
</tr>
<tr>
<td>DDF</td>
<td>Digital Distribution Frame</td>
</tr>
<tr>
<td>E1</td>
<td>2 Mbit/s transmission</td>
</tr>
<tr>
<td>EFR</td>
<td>Enhanced Full Rate</td>
</tr>
<tr>
<td>EMS</td>
<td>Enhanced Messaging Service</td>
</tr>
<tr>
<td>FR</td>
<td>Frame Relay</td>
</tr>
<tr>
<td>GMSC</td>
<td>Gateway Mobile Switch</td>
</tr>
<tr>
<td>HDF</td>
<td>Handover Distribution Frame</td>
</tr>
<tr>
<td>HLR</td>
<td>Home Location Register</td>
</tr>
<tr>
<td>HPMN</td>
<td>Home Public Mobile Network</td>
</tr>
<tr>
<td>HSCSD</td>
<td>High Speed Circuit Switched Data</td>
</tr>
<tr>
<td>IMEI</td>
<td>International Mobile Equipment Identity</td>
</tr>
<tr>
<td>IMSI</td>
<td>International Mobile Subscriber Identity</td>
</tr>
<tr>
<td>MDF</td>
<td>Main Distribution Frame</td>
</tr>
<tr>
<td>MExE</td>
<td>Mobile Execution Environment</td>
</tr>
<tr>
<td>MNC</td>
<td>Mobile Network Code</td>
</tr>
<tr>
<td>MO</td>
<td>Mobile Originated</td>
</tr>
<tr>
<td>MOC</td>
<td>Mobile Originated Call</td>
</tr>
<tr>
<td>MS</td>
<td>Mobile Station</td>
</tr>
<tr>
<td>MSC</td>
<td>Mobile Switching Centre</td>
</tr>
<tr>
<td>MT</td>
<td>Mobile Terminated</td>
</tr>
<tr>
<td>MTC</td>
<td>Mobile Terminated Call</td>
</tr>
<tr>
<td>MUX</td>
<td>Multiplexing</td>
</tr>
<tr>
<td>TCRA</td>
<td>National Telecommunications Regulatory Authority</td>
</tr>
<tr>
<td>PoI</td>
<td>Point of interconnection</td>
</tr>
<tr>
<td>PS</td>
<td>Packet Switched</td>
</tr>
<tr>
<td>STM-1</td>
<td>155 Mbit/s transmission</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Meaning</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>STP</td>
<td>Signalling Transfer Point</td>
</tr>
<tr>
<td>UDI</td>
<td>Unregistered Digital Information</td>
</tr>
<tr>
<td>USSD</td>
<td>Unstructured Supplementary Service Data</td>
</tr>
<tr>
<td>VLR</td>
<td>Visiting Location Register</td>
</tr>
<tr>
<td>WAP</td>
<td>Wireless Application Protocol</td>
</tr>
</tbody>
</table>

List of definitions

**Affiliated Company** means, with respect to any person, any other person that (a) owns or controls the first person, (b) is owned or controlled by the first person, or (c) is under common ownership or control with the first person, where "own" means ownership of fifty percent (50%) or more of the equity interests or rights to distributions on account of equity of the person and "control" means the power to direct the management or policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

**Agreement** means the Terms and Conditions and all of the Annexes and Schedules taken together.

**Breach Notice** means a notice sent by one Party to the other Party specifying a breach of the terms of this Agreement by the other Party, a period of time for its remedy and the consequences of a failure to remedy the breach, as set out in Clause 11.1

**BTS** means base transceiver station in accordance with the specifications of the GSM Association.

**Call Data Records** or CDR's means call data records that allow either Party to perform retail and wholesale charging.

**CMC** means the Communications and Media Commission as established by Order 65 of the Coalition Provisional Authority, or any successor body,

**Consumer Price Index** means the measure of changes in prices of the communications sector for Iraq as published from time to time by the Central Statistical Organisation of the Ministry of Planning

**Customer** means a party which has subscribed to a Licensed Operator for the provision of an electronic communications service, but which is not, for the purposes of this Agreement, a Licensed Operator

**Customer Care Obligations** are described in Annex H. a

**Due Date** means the date on which invoices become due for payment, as set out in Clause E.3.2

**Effective Date** means the date on which this Agreement comes into effect, as identified in Clause 1 of main terms of this Agreement
Force Majeure Event has the meaning ascribed to it in Clause 13 of the Main Terms and Conditions.

Force Majeure Notification has the meaning ascribed to it in Clause 13 of the Main Terms and Conditions.

Hosting Operator means the Licensed Operator that provides National Roaming Services to the Roaming Operator, as identified in Clause 1 of this Agreement.

Information has the meaning ascribed to it in Clause 7 of the Main Terms and Conditions.

Invoiced Party means the Party which receives an invoice from the other Party.

Invoicing Party means the Party which issues an invoice to the other Party.

Launch Date means the date on which Roaming Operator launches its commercial service, as specified in Clause 9.2.

Licensed Operator means an organisation licensed by CMC to provide an electronic communications service.

National Roaming means a functionality whereby Roaming Operator rents capacity in the Hosting Operator Network, as further specified in Annex B.

National Roaming Service means a service defined as a National Roaming Service in Annex A.

Network means a network established for the conveyance of electronic communications traffic to and from Customers.

Non-working Hours means Sunday to Thursday after 17.00, in weekends and on Public or Bank Holidays in Iraq.

Roaming Area means a number of Operator BTSs grouped into a geographical area covered which is enabled or disabled for National Roaming Services as shown in Annex B.

Roaming Customer means a valid Roaming Operator end user who is roaming on the Hosting Operator’s Network.

Roaming Operator means the Licensed Operator that takes National Roaming Services provided by the Roaming Operator, as identified in Clause 1 of this Agreement.

Roaming Traffic means traffic generated by Roaming Customers.

Short Codes means the three and four digit short codes used in accordance with the National Numbering Plan issued from time to time by CMC.

Tariffs means the prices set out in or calculated in accordance with Annex G - Prices.

Term means a period of four years from the Effective Date.
CMC model NRA v1

**Terms and Conditions** means the terms and conditions forming part of the Agreement which are specified as such and which are dated and signed by the Parties.

**Third Party Expert** means an independent expert appointed under Clause E.5.8 to resolve a billing dispute.

**Working Day** means a period of 24 hours ending at midnight excluding weekends and public holidays. A weekend is defined as Friday and Saturday.
Schedule 1 - Contact details

This schedule sets out the key contact people for the administration of this Agreement for both the Parties, with the following details:

**Hosting Operator**

**Notices pursuant to Clause 15.1**
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Primary contact responsible for this Agreement**
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Level 2 escalation**
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Billing**
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Fraud detection**
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Testing**
Name
Title
Address
CMC model NRA v1

Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

Network Operations Centre Contact Person
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

Customer care
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

Roaming Operator

Notices pursuant to Clause 15.1
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

Primary contact responsible for this Agreement
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

Level 2 escalation
Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

Billing
Name
Title
Address
CMC model NRA v1

Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Fraud detection**

Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Testing**

Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Network Operations Centre Contact Person**

Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)

**Customer care**

Name
Title
Address
Email address
Telephone numbers (work fixed, mobile and after hours)
Name and mobile phone number of deputy (for cases of holidays etc)