

**COALITION PROVISIONAL AUTHORITY**  
**Iraq Mobile Cellular Public Telecommunications**  
**License Authorization and Agreement**

**Licensee Name:** Sana Tel

**Licensee Contact Information:** Sana Tel, Salim Street, Sana Tel Building, Sulaimanya, Iraq. Point of Contact: Seerwan Tawfik, Marketing & Public Relations Director, e-mail: seerwan.tawfik@sanamobile.com

**WHEREAS:**

The Licensee has agreed to pay a license fee of US\$100,000.00 for calendar year 2004, and US\$150,000.00 for the remaining period through 22 December 2005.

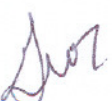
**NOW THEREFORE,**

The CPA and the Licensee agree as follows:

**ARTICLE 1 – DEFINITIONS**

- 1.1. "Cellular System" means an automated high-capacity system of one or more multi-channel base stations designed to provide radio telecommunications services to mobile stations over a wide area in a spectrally efficient manner. Cellular systems employ techniques such as low transmitting power and automatic hand-off between base stations of communications in progress to enable channels to be reused at relatively short distances. Cellular systems may also employ digital techniques such as voice encoding and decoding, data compression, error correction, and time or code division multiple access in order to increase system capacity.
- 1.2. "Customer" means any person or entity that has indicated willingness to the Licensee to receive Mobile Cellular Service from the Licensee on the Licensee's terms and conditions, or has entered into an agreement with the Licensee for the provision of such services.
- 1.3. "CPA" means the Coalition Provisional Authority recognized as the temporary government in Iraq pursuant to United Nations Security Council Resolution 1483 (2003).
- 1.4. "Effective Date" means April 19, 2004.
- 1.5. "Foreign Government" means a government of a country other than Iraq.
- 1.6. "Frequency Spectrum" means all or part of the electromagnetic spectrum.

- 1.7. "Frequency Band" means a portion of the electromagnetic spectrum.
- 1.8. "Interconnection" means the physical and logical linking of networks in order to allow the users of one network to communicate with the users of another network or to access services from another public telecommunications service provider's network.
- 1.9. "International Telecommunications Service" means the telecommunications service between Iraq and any other country by means of any international gateways, including gateways using marine and terrestrial cables, high-frequency or microwave networks, or satellites.
- 1.10. "License Agreement" means this license agreement and all appendices attached hereto, as amended or modified.
- 1.11. "Mobile Cellular Service" means a mobile telecommunications service using a cellular system that is for hire to the general public.
- 1.12. "Mobile Cellular Service Spectrum License" means the Mobile Cellular Service Spectrum License at Appendix 1 to this License Agreement.
- 1.13. "Network" means integrated telecommunications systems used to provide telecommunications services.
- 1.14. "Person" means any individual, sole proprietorship, company, joint stock company, limited liability company, corporation, partnership, joint venture, consortium, government or governmental entity.
- 1.15. "Proposal" means the document submitted by the Licensee in response to the Statement of Objectives for Iraq Mobile Licence Offer, issued by the Coalition Provisional Authority (CPA), dated 3 August 2003.
- 1.16. "Public Telecommunications Network" means all the integrated telecommunications systems or group of integrated telecommunications systems including the required infrastructure that provides services to others.
- 1.17. "Public Telecommunications Mobile Cellular Service" means a telecommunications service offered to public mobile subscribers using a cellular system.
- 1.18. "Public Telecommunications Mobile Cellular Service Spectrum License" means the Spectrum License at Appendix 1 to this License Agreement that officially authorizes the Licensee to use the radio frequency spectrum to provide telecommunications service to the public.
- 1.19. "Public Telecommunications Service Provider" means an entity licensed by the CPA to provide public mobile telephone service.
- 1.20. "Radiocommunication" means telecommunications by means of radio waves.
- 1.21. "Roaming" means the operation of a mobile cellular telecommunications device in other networks besides its own network.
- 1.22. "Service Area" means the delineated geographic territory in which the Mobile Cellular Service can be provided as described in Appendix 2.
- 1.23. "Telecommunications" means any transmission or reception of signs, signals, writing, images, and sounds or intelligence of any nature by wire, radio, optical or other electromagnetic systems.



- 1.24. "Telecommunications Facilities" means any transmission facility or other facility, apparatus or other thing that is used or is capable of being used for telecommunications or for any operation directly connected with telecommunications.
- 1.25. "Telecommunications Network License" means the authorization granted by the Coalition Provisional Authority (and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to) to a person or entity for the establishment or operation of public or private telecommunications networks for the provision of telecommunications services.
- 1.26. "Transmission Link" means radio communications and other telecommunications facilities and methods such as fiber optic cables, microwave radio relays, and satellite earth stations used to interconnect the facilities (radio base station sites, switches, etc.) of the Licensee with each other or with the facilities of another Public Telecommunications Service Provider.

## **ARTICLE 2 – COMPLIANCE**

2. By accepting this License Agreement, the Licensee agrees to comply with:
  - 2.1. All rules and regulations of the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to.
  - 2.2. Each of the conditions and technical specifications described herein.
  - 2.3. Appropriate and reasonable oversight by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to.
  - 2.4. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, shall treat all Licensees in a fair and equitable matter.

## **ARTICLE 3 - LICENSE**

- 3.1. In accordance with CPA Order No. 11, the CPA hereby grants to the Licensee a Mobile Cellular Service Spectrum License to operate a cellular system.
- 3.2. This License Agreement authorizes the Licensee to operate and manage Mobile Cellular Service and does not authorize the Licensee to operate or manage any other public telecommunications service in Iraq, including any fixed telecommunications service.
- 3.3. This License Agreement authorizes the Licensee to operate all telecommunications apparatus or facilities that are used to provide Mobile Cellular Service in accordance with this License Agreement. Such apparatus and facilities include Transmission Links. The Licensee may also obtain Transmission Links by leasing transmission capacity from another Public Telecommunications Service Provider or sharing such capacity with it.

- 3.4. This License Agreement authorizes the Licensee to provide international telecommunications services to its customers only by connection with another Public Telecommunications Service Provider or by means of its own Telecommunications Facilities, provided that the Licensee has obtained from the CPA Ministry of Communications a Communications Satellite Earth Station License at no additional cost.
- 3.5. The Mobile Cellular Service Spectrum License authorizes the use of the Frequencies by the Licensee in the operation of Mobile Cellular Service only. The Licensee is not authorized to use the Frequencies for any other purpose.
- 3.6. This License Agreement and the Mobile Cellular Service Spectrum License shall continue in force until 22 December 2005, unless a fully sovereign transitional Iraqi administration terminates the License, under article 8.3 of this License Agreement. Nothing in this agreement shall prevent the acceptance by such transitional Iraqi administration of this License Agreement unless terminated or revoked in accordance with Article 8
- 3.7. For the avoidance of doubt, this license does not authorize the use of radio transmission equipment except as described in Appendix 1.
- 3.8. This License Agreement authorizes the Licensee to operate and manage Mobile Cellular Service only in the authorized Service Area delineated in the map appended to this License Agreement as Appendix 2.
- 3.9. By accepting this License Agreement, the Licensee agrees to surrender any and all other licenses that Licensee has received from any other governmental authority, regional administration or municipality to operate or manage any other public telecommunications service in Iraq, including any cellular or fixed telecommunications service.
- 3.10. The licensee agrees that at the end of the 6<sup>th</sup> (sixth) calendar month following the signing of this License Agreement there will be negotiation between the MOC and the Licensee with the objective of compensating the Iraqi Telecommunications and Post Company ("ITPC") on the net loss (taking account of total international revenue lost as compared to current level as well as total revenue gained) it may have incurred as a result of the functioning of an international gateway giving access to the Licensed Mobile Network.

#### **ARTICLE 4 – FEES**

4. The Licensee shall pay to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, an annual licensing fee as described in this Licensing Agreement, payable within 30 days of the Effective Date and on the anniversary thereof.

#### **ARTICLE 5**

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## ARTICLE 6 – LICENSE CONDITIONS

6. General. Non-compliance with any provisions of this License Agreement including its Appendices may result in administrative sanctions (including possible fines imposed by Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, or License revocation and seizure of equipment, as authorized by CPA Order No. 11. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, shall act in good faith to ensure that administrative sanctions are commensurate with the severity of the non-compliance.

### 6.1. Ownership and Control.

- 6.1.1. The Licensee shall provide to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to a list of all individuals and entities controlling or owning more than 10 percent of the licensee.
- 6.1.2. The Licensee shall not control or own, directly or indirectly, any ownership interest, including but not limited to golden share or similar ownership interest, of 10% or greater in any other Public Telecommunications Service Provider that is licensed to provide Mobile Cellular Service in Iraq.
- 6.1.3. No Government shall control or own, directly or indirectly, any ownership interest of 10% or greater in the Licensee. Additionally, Governments or Governmental entities may not collectively acquire ownership interest in the Licensee greater than 25% of the Licensee's equity.
- 6.1.4. Any major change in shareholding that affects a shareholder owning 10% or more of the shares or ownership of the Licensee or causes a shareholder (other than the existing shareholders) to own 10% or more of the shares or ownership of the Licensee after the transaction shall require the prior consent of the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to. The Licensee shall notify the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, of any such proposed change in ownership. Consent will be deemed to have been given if Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, does not respond within 30 days. For purposes of this requirement, ownership of shares by a spouse or minor child(ren) shall be imputed to the shareholder.
- 6.1.5. Licensees shall endeavour to ensure that no person who had substantial business activities with, who supported, or who associated or collaborated with the previous Iraqi leadership regime prior to April 2003 shall control or own, directly or indirectly, any ownership interest in the Licensee. Additionally, Licensees shall endeavour to ensure that no person who had

substantial business activities with, who supported, or who associated or collaborated with the previous Iraqi leadership regime prior to April 2003 acquires ownership interest in the Licensee during the term of the License.

6.2. Standard of Conduct The Licensee shall not use or knowingly permit the use of its Mobile Cellular Service for any purpose that violates applicable laws or regulations. The Licensee shall endeavour to take all reasonable action within its control to ensure that its Mobile Cellular Service is not used for any such purposes. The Licensee in its contracts with its Customers shall prohibit the use of its Mobile Cellular Service for illegal purposes.

6.3. The Licensee shall provide and maintain Mobile Cellular Service coverage and quality in accordance with the requirements set out in Appendix 2.

6.4. Mobile Cellular Service Obligation

6.4.1. In all areas served, the Licensee shall provide its Mobile Cellular Services to any Person wishing to obtain them on terms and conditions established by the Licensee in accordance with this License Agreement.

6.4.2. Except as provided in Article 6.5.3. the Licensee shall not engage in undue preference or undue discrimination in the provision of its Mobile Cellular Service or in the terms and conditions for its Mobile Cellular Service. Under no circumstances shall the Licensee discriminate against any Customer on the basis of race, color, religion, gender, ethnic group or national origin.

6.5. Price Regulation

6.5.1. (Deleted)

6.5.2. (Deleted)

6.5.3. The Licensee shall provide to the CPA, the Iraqi Ministries and their State Owned Enterprises, Coalition Forces, and any other government agencies, prices and services equal to or better than that which is offered to its most preferred or valuable customer. CPA, the Iraqi Ministries and their State Owned Enterprises, Coalition Forces and any other government agencies reserve the right to negotiate a purchase agreement that will include any of these or other customized or enhanced network services.

6.6. Specifications. The Licensee shall use modern mobile cellular telecommunications technologies. The Licensee shall operate and manage Mobile Cellular Service in accordance with such specifications and technical standards of the International Telecommunication Union (ITU), the International Electrotechnical Commission (IEC), the Telecommunications Industry Association (TIA), the European Technical Standards Institute (ETSI) and the Iraqi technical standards as reasonably may be written and which are appropriate to the technology used to provide the Mobile Cellular Service. The Licensee is authorized to operate in connection with its Mobile Cellular Service any equipment or other facilities necessary to offer additional features, upgrades or enhancements to its Mobile Cellular Service or Network consistent with the terms of this License. Such equipment or other facilities and such additional features,

upgrades or enhancements shall also conform to specifications and technical standards of the aforementioned organizations which are appropriate to the technology used to provide the Mobile Cellular Service. Should the Licensee decide to use a technology to provide the Mobile Cellular Service other than that defined in the Proposal the licensee shall request approval of Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to.

6.7. Terminal Equipment. The Licensee shall only connect to (or permit to be connected to) its network equipment that has been certified by Licensee as conforming to internationally recognized standards appropriate to the technologies being used.

6.8. Frequencies.

6.8.1. Base stations placed within sixty (60) kilometers of an international border must be coordinated as necessary with the Foreign Government or telecommunications operator prior to operation. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to reserves the right to place on the Licensee additional reasonable restrictions on operation within sixty (60) kilometers of an international border for the purpose of avoiding spectral interference with Mobile Cellular Service in contiguous countries.

6.8.2. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to may after consultation with the Licensee in order to comply with international spectrum coordination requirements or in the course of regulating the radio spectrum in the best interests of Iraq, reassign radio frequencies used by the Licensee or require the Licensee to surrender its rights in respect to radio frequencies that are not required for its operation of Mobile Cellular Service. In such case, the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to shall provide reasonable additional time for the Licensee's target for network build as may be appropriate. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to shall provide the Licensee with adequate time and, where practicable and applicable, assign appropriate alternative frequencies sufficient for use in the Licensee's Network, to permit the Licensee to carry on Mobile Cellular Service without unreasonable costs or disruptions.

6.8.3. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, shall take all reasonable steps to protect from undue interference the Frequencies licensed or allotted to the Licensee.

6.9. Reports and Accounts.



- 6.9.1. The Licensee's principal place of business shall be in Iraq. The accounts and records of the Licensee shall be kept at its principal place of business and shall be kept in accordance with International Accounting Standards, as published by the International Accounting Standards Board.
- 6.9.2. The Licensee shall provide written monthly reports to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to on the build-out of its network and quality of Mobile Cellular Service. The Licensee shall also permit access to its accounts and records for the purpose of audit upon demand of the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to.
- 6.9.3. The Licensee shall furnish to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to such additional information as the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to may request from time to time. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, shall undertake in good faith to respect commercial confidentiality.

6.10. Access to Licensee Premises.

- 6.11. The Licensee shall permit access to its premises to any law enforcement or regulatory government personnel (or other personnel authorized for such purposes by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to) for any other purpose consistent with the purpose of this license.
- 6.12. Language. Any information or reports provided to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to under this License Agreement shall be in both the Arabic language and the English language. In the event of any inconsistency between an Arabic language document and an English language document, the Arabic language text shall prevail.
- 6.13. Use of Iraqi Resources. Subject to applicable law, the Licensee shall, to the maximum extent practicable, use Iraqi human and material resources in the installation, operation and management of its business, compatible with the efficient provision of Mobile Cellular Service.
- 6.14. Anti-Competitive Practices. The Licensee shall not alone or with others engage in or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall not:



- 6.14.1. engage in any anti-competitive cross-subsidisation;
- 6.14.2. abuse its dominant position, if any;
- 6.14.3. enter into any exclusive arrangements for the location of its facilities that are acquired to provide Mobile Cellular Service;
- 6.14.4. enter into any agreements, arrangements, or undertakings with any person, including any supplier of services that compete with the Mobile Cellular Service, which have as their objective or effect the fixing of prices or any other restraint on competition;
- 6.14.5. engage in any anti-competitive tied or linked sales practices, provided that the Licensee may bundle services so long as the bundled services are also available separately;
- 6.14.6. use information obtained from competitors if the object or effect of such use is anti-competitive.

6.15. Sharing of Facilities.

- 6.15.1. The Licensee shall cooperate with other Licensees in order to facilitate the provision of Public Telecommunications Mobile Cellular Service.
- 6.15.2. To the extent technically possible, the Licensee shall seek to share towers, masts, and other base station sites with other Public Telecommunications Service Providers and shall not unreasonably refuse a request from another Public Telecommunications Service Provider to share facilities on a commercial basis, however, nothing in this provision prohibits the Licensee from charging a reasonable price or imposing reasonable conditions for such shared use of facilities.

6.16. Emergency Service Calls. The Licensee shall within three (3) months of the Effective Date implement and provide free calling to fire, police, ambulance and other emergency services employing 112 or such other three digit numbers as may be defined by the CPA or subsequent independent communications regulatory commission from time to time.

6.17. Interconnection.

- 6.17.1. The Licensee will act in good faith and without discrimination in accordance with applicable law and the terms of this License Agreement in all business dealings with other Public Telecommunications Service Providers and shall cooperate with other Public Telecommunications Service Providers to facilitate the provision of Public Telecommunications Mobile Cellular Service to all Customers throughout Iraq so as to optimize the use of common facilities in the location of Telecommunications Facilities.
- 6.17.2. The Licensee shall interconnect its network with all other Public Telecommunications Service Providers in Iraq for purposes of providing reciprocal lawful services. In negotiating Interconnection and other arrangements with other licensed Public Telecommunications Service Providers, the Licensee shall agree to:
  - 6.17.2.1. Provide Interconnection where reasonably practical at any technically feasible point in the network;

- 6.17.2.2. Provide Interconnection under non-discriminatory terms and conditions (including technical standards and specifications),
- 6.17.2.3. Provide Interconnection in a timely fashion on terms, conditions (including technical standards and specifications) and cost-based rates that are transparent, reasonable, economically feasible, and sufficiently unbundled so that the interconnecting party is not required to pay for network components or facilities that are unnecessary for Mobile Cellular Service. In this context, cost-based rates shall be comprised of the good faith estimates of long-run incremental costs of providing Interconnection plus a reasonable share of the good faith estimates of common costs of the Licensee's operations.
- 6.17.2.4. Provide Interconnection upon request, at points in addition to the points offered to the majority of users, subject to the terms of a written agreement between the Licensee and the party requesting Interconnection and at charges that comply with Article 6.17.2.3 and which also include the cost of construction of necessary additional facilities;
- 6.17.2.5. Subject to security requirements and technical feasibility, lease at reasonable rates to such other Mobile Cellular Service providers on a non-discriminatory basis, facilities (rooms, towers, ducts, cable, etc.) under the control of the Licensee and required or appropriate for use by such other Mobile Cellular Service providers;
- 6.17.2.6. Subject to security requirements and the provision by such other Licensees of appropriate undertakings and indemnification, allow reasonable supervised access to such facilities by other License holders, upon request, for the purposes of installation, maintenance, and repair;
- 6.17.2.7. Provide reasonable advance notice to other Public Telecommunications Service Providers about any material network design, roll-out, or upgrade plans or changes that reasonably may be expected to affect the arrangements between the parties; and
- 6.17.2.8. Take steps to protect such other service providers' systems from interference or other harm caused by the facilities and equipment used by the Licensee.
- 6.18. The procedures applicable to Interconnection of the Licensee's network shall be made publicly available.
- 6.19. The Licensee will make publicly available either its Interconnection agreements or referenced Interconnection offers, excluding price related provisions.
- 6.20. The Licensee shall be entitled to require, as a condition of entering into any Interconnection agreement, that:
  - 6.20.1. Current, internationally accepted engineering principles and practices in the telecommunications sector are adhered to in the provision of any Interconnection services;
  - 6.20.2. Due account is taken of the needs of the Licensee's Customers and the needs of other Public Telecommunications Service Providers, both current



and future, that have made or make requests to interconnect with the Licensee's network;

6.20.3. A Licensee is not required to interconnect its network if doing so would unreasonably risk damage to the Licensee's property, or cause danger to any person, or which could otherwise damage or interfere with the provision of Mobile Cellular Service by Licensee.

6.21. The Licensee shall enter into agreements to cooperate with other licensed providers of Mobile Cellular Services and shall establish and maintain technical and billing arrangements to permit its Customers to use their wireless terminal equipment in Mobile Cellular Service areas of such other providers of Mobile Cellular Service within 3 months of the Effective Date and shall continue for the duration of this License Agreement.

6.22. If the Licensee is unable to agree with another Public Telecommunications Service Provider on the terms and conditions of Interconnection or other arrangements within one month after the first written request for Interconnection or other arrangements by either party, either party may request in writing that the CPA or subsequent independent communications regulatory commission adjudicate between them. The CPA or subsequent independent communications regulatory commission decision on all matters in dispute shall be binding on both parties.

6.22.1. The losing party shall pay any reasonable expense incurred (including fees of consultants hired by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to) in making its adjudication.

6.22.2. Upon a determination by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to that there is no clear prevailing party, the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to may allocate such expenses between the parties as it deems equitable.

6.23. Filing. All Interconnection or other agreements between the Licensee and any other Public Telecommunications Service Provider shall be filed with the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to.

6.24. Numbering.

6.24.1. All allocations of numbers shall be made without charge under transparent and non-discriminatory terms and conditions by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to upon request by the Licensee for services they reasonably anticipate providing.

6.24.2. Numbers allocated by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to are a national resource and ownership of the numbers is not transferred when an allocation is made. However, an allocation conveys an ongoing authorization to use and an expectation of a reasonable notice period, should the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to find it necessary to withdraw or to change allocated numbers.

6.25. The Licensee shall cooperate with other Public Telecommunications Service Providers to allow telephone numbers to be associated with an outgoing call to convey the calling line identity.

6.26. The Licensee shall configure its network so as to facilitate number portability at a future date. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to will not impose any requirement for number portability until at least 24 months after the Effective Date.

6.27. Relations with Customers

6.27.1. The Licensee shall publish a code of practice on customer service approved in writing by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to. The code of practice shall provide guidance to Licensee's Customers in respect to resolution of any disputes and complaints relating to the provision by the Licensee of the Service.

6.27.2. The Licensee shall prepare an initial draft of the code of practice on customer service and submit it for approval to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to within three (3) months of the Effective Date. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to may require changes or additions to the draft code of practice.

6.27.3. The code of practice shall include guidelines on complaints, dispute settlement, quality of service, provision of ancillary services, and service termination.

6.27.4. After approval of the code of practice, the Licensee shall report annually on dates to be specified by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to on the performance of the Licensee in meeting the guidelines set out in the code of practice on customer service, and on the progress made in implementing the guidelines.

6.28. Lawful Interception and Call Data Records

- 6.28.1. The Licensee shall implement and adhere to internationally agreed technical specifications for lawful interception of communications traffic.
- 6.28.2. The Licensee shall record and retain records relating to all calls made using Mobile Cellular Service for a period of at least one year. Such records shall include, at a minimum, calling and called parties, call initiation and call termination times, and location of users.
- 6.28.3. The Licensee shall at all times cooperate with the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, to enable lawful interception and access to call data records for the purpose of law enforcement and the maintenance of national security in accordance with applicable law.
- 6.28.4. The Licensee shall incorporate into the Licensee's Cellular System a technical means for lawful interception of communications. Such technical means shall be approved in advance by and acceptable to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to.
- 6.28.5. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to reserves the right to restrict message content in data (including Internet) traffic originating from within, or distributed through, the Licensee's network. The technical solution for complying with these restrictions may be realized via content filters or other software devices designed to intercept and capture offensive, malicious, or other unwanted material. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to reserves the right to require the use of specific content filters or domain name (Internet Service Provider Address) blockers. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to in consultation with the CPA reserves the right to require the Licensee to incorporate such restrictions into its network, to the extent technically feasible, and, for the Licensee to incorporate reasonable safeguards and other measures to ensure the privacy and security of subscriber identity and subscriber transmitted information.
- 6.28.6. The cost to the Licensee of providing the facilities and services specified in this Article 6.28 shall not exceed half of one percent (0.5%) of the audited gross turnover of the Licensee during the relevant accounting year. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to will reimburse the Licensee for any commercially reasonable additional cost incurred as a result of the requirements specified in this Article. The Licensee shall notify the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to quarterly of the accumulated cost of providing the facilities and services specified in this Article 6.28 and

shall endeavour in good faith to notify the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to in advance of incurring any cost in excess of the limitations described in this paragraph.

6.29. The Licensee shall not engage in or continue or knowingly acquiesce in any practice, alone or with others, that is contrary to or inconsistent with trading or other sanctions that have been properly imposed by the United Nations. To the extent consistent with applicable law, the Licensee shall not knowingly enter into agreements with third parties who have violated such sanctions.

#### **ARTICLE 7 – TRANSFER OF LICENSE AGREEMENT**

7. The Mobile Cellular Service Spectrum License may be transferred in whole or in part upon the approval of the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to. A request for such approval will not be considered until the Licensee has achieved its target for network build at twelve (12) months as specified in Appendix 2. Notwithstanding the transferability restriction, the Licensee may transfer this License Agreement in its entirety to a wholly owned subsidiary of the Licensee to be established in Iraq.

#### **ARTICLE 8 – AMENDMENT, EXTENSION AND TERMINATION**

8. Amendment, Extension and Termination.

8.1. Amendment This License Agreement, including its Appendices, shall not be modified except by the mutual written agreement of the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to and the Licensee. Prior to such modifications, the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to should conduct public consultations, including with other Public Telecommunications Service Providers or other interested parties.

8.2. (Deleted)

8.3. Revocation and Termination

- 8.3.1. Before its expiration, this License Agreement and the Mobile Cellular Service Spectrum License may be terminated or revoked by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to regulatory commission only in the event of a material breach by the Licensee.
- 8.3.2. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority

may delegate any of its regulatory authority to shall not revoke or terminate this License Agreement or the Mobile Cellular Service Spectrum License without first notifying the Licensee in writing of the details of the alleged material breach that forms the basis for such proposed action and giving the Licensee an opportunity of no less than thirty (30) days to show cause why such action should not be taken or to correct the material breach. This License Agreement should not be terminated or the Mobile Cellular Service Spectrum License revoked if the Licensee shows cause or corrects the material breach to the satisfaction of Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, unless the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to determines that the public security or safety so require.

- 8.3.3. Nothing in this license agreement shall operate or be construed as transferring, assigning, creating or otherwise conferring any proprietary right or interest in the Licensee's Cellular System or other property of the Licensee to the Government of Iraq or another Person.

Nothing in this License Agreement shall restrict or limit in any way the Licensee's right upon expiration or termination of this License Agreement to remove or otherwise dispose of its Cellular System or the equipment of which it is comprised subject to making satisfactory transitional arrangements with the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to or any other governmental body or commission over a run off period which will not exceed six month from the date of expiration or termination.

#### **ARTICLE 9 – FORCE MAJEURE**

9.

- 9.1. The Licensee shall not be liable for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure defined hereinafter.
- 9.2. Events of force majeure are events beyond the control of the Licensee which occur after the Effective Date and which were not reasonably foreseeable at the time of the signing of the license and which effects are not capable of being overcome without unreasonable expenses and/or loss of time to the parties concerned.
- 9.3. If such events cause damage to the infrastructure of the Network or otherwise delay performance by the Licensee, the Licensee shall prepare and submit a proposal satisfactory to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to setting out how it plans to proceed in order to continue to meet its obligations under the license.

- 9.4. If the Licensee claims an event of force majeure as excuse for non-performance it shall notify the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to of the occurrence of such event, its expected duration and impacts on the performance as soon as possible.

#### **ARTICLE 10 – ORDER OF PRECEDENCE**

10. In cases of conflicting documents, terms, and conditions or requirements, the order of precedence for resolving such conflicts shall be: first, current laws, rules, or regulations; second, this License Agreement, including its Appendices, third the Proposal and finally the Statement of Objectives submitted in order to obtain this license except in relation to Appendix 2 of the License Agreement where the details of the Proposal shall prevail over the detail in Appendix 2 of the License Agreement.

#### **ARTICLE 11 – GOVERNING LAW AND ARBITRATION**

11. This Agreement is governed by, and shall be construed in accordance with, the laws of Iraq.

All disputes arising out of or in connection with this Agreement will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by 3 arbitrators.

Each party shall have the right to nominate an arbitrator and if any party fails to nominate an arbitrator then the appointment shall be made in accordance with the Rules. The third arbitrator will be nominated by the arbitrators who are nominated by the parties and in accordance with the Rules.

The seat of arbitration will be in London.

The language of the arbitration shall be English.

The costs of the arbitration shall be borne by the party against whom the final award is made.

#### **ARTICLE 12 – NOTICES**

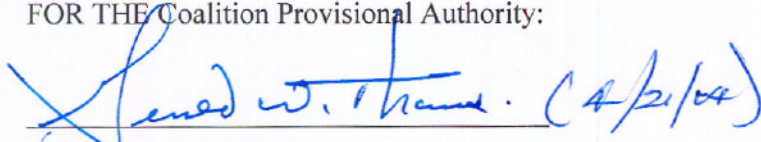
12. The Licensee shall file an original and four (4) copies of any notice or other document that is required to be filed with the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to under this License Agreement, by hand-delivery to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to at such location and during such hours as the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to may prescribe. The Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to shall provide the Licensee two (2) date-stamped copies of each such filing. Within two (2) business days of filing any notice or other



document with the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to, the Licensee shall file a date-stamped copy of each such filing by hand-delivery to the CPA at such location and during such hours as the CPA may prescribe from time to time.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a long horizontal stroke.

FOR THE Coalition Provisional Authority:

  
James W. Thomas (4/21/04)

CPA Senior Advisor, Ministry of Communications

Date: April 19, 2004

ACKNOWLEDGED FOR THE LICENSEE:

  
ASO Bamot Date: 2004-4-21



## Appendix 1

*Public Telecommunications Mobile Cellular Service Spectrum License*  
**Granted to Sana Tel Corporation under Order 11 of the  
Coalition Provisional Authority**

A Public Telecommunications Mobile Cellular Service Spectrum License is hereby issued authorizing **Sana Tel** to use the listed frequency bands to provide Mobile Cellular Services to the public, expanding their network as necessary.

**Uplink:** [891.5-903.5 MHz]  
**Downlink:** [936.5-948.3 MHz]

By accepting this Mobile Cellular Service Spectrum license, **Sana Tel** agrees to follow all provisions of the Licence Agreement of which it is a part. If **Sana Tel** operates in violation of this agreement, including its appendices, it may incur financial penalties, cancellation of the license, and/or seizure of equipment.

All Mobile Cellular Service Licensees must cooperate amicably with each other in resolving spectrum interference problems among themselves, including but not limited to co-channel and first-adjacent channel interference, by changing channels and/or antenna polarizations used at specific cells or by other technical means.



## Microwave Radio Relay Links and Satellite Earth-Stations

Microwave radio relays and satellite earth-stations are essential for the Mobile Cellular Service network operators to provide the necessary telecommunications transmission links to interconnect various facilities and system within their own network and with external networks. Licences for such systems will be made available on request subject only to the requirements of frequency coordination including the frequency plan for the microwave radio relay frequency bands hereunder.

For interference protection and for purposes of good spectrum management, the cellular operator must apply for a frequency assignment license for each microwave radio relay link and for each satellite earth-station. The duration of the licenses is the same as the mobile cellular services license. The licenses shall be made available on non-discriminatory terms except that they are exempt from all fees during the duration of the mobile cellular services license.

The following frequency plan is for the microwave radio relay frequency bands. Exceptions to the plan such as the use of other frequency bands must be approved and licensed by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to prior to installation. It is recognized that Sana Tel is currently using microwave radio frequency bands that are outside this frequency plan, and Sana Tel's continuing usage of these frequencies is to be allowed by the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority without prejudice to any national spectrum plan that may be introduced in the future. The Frequencies currently being used by Sana Tel are located at:

No	NE Tx Fr. (GHz)	NE Rx Fr. (GHz)	No	NE Tx Fr. (GHz)	NE Rx Fr. (GHz)
1	22,215	23,223	29	8,412	8,293
2	22,201	23,209	30	8,412	8,293
3	23,251	22,243	31	5,807	5,332
4	23,237	22,229	32	5,786	5,322
5	5,766	5,202	33	13,231	13,694
6	5,736	5,302	34	13,261	13,795
7	5,766	5,402	35	7,523	7,684
8	21,395	22,628	36	7,195	7,356
9	22,593	21,361	37	7,226	7,387
10	22,250	23,758	38	7,554	7,715
11	8,412	8,286	39	7,523	7,684
12	8,293	8,419	40	7,195	7,356
13	8,300	8,426	41	7,226	7,387
14	8,412	8,286	42	7,523	7,684
15	8,447	8,321	43	7,523	7,684
16	8,300	8,426	44	7,195	7,356
17	8,440	8,314	45	7,226	7,387
18	8,321	8,447	46	7,554	7,715
19	8,412	8,286	47	7,195	7,356

20	8,426	8,300
21	8,440	8,314
22	8,412	8,286
23	8,447	8,321
24	8,412	8,286
25	8,412	8,286
26	8,482	8,363
27	8,426	8,307
28	8,335	8,454

48	7,226	7,387
49	7,554	7,715
50	7,226	7,387
51	7,554	7,715
52	7,195	7,356
53	7,226	7,387
54	7,554	7,715
55	7,226	7,226
56	14,615	15,035

Sana Tel agrees to begin to migrate the microwave radio frequency bands it uses to those that are contemplated in this frequency plan.

Mobile Cellular Service licensees must cooperate with each other and with other operators of microwave radio relay systems to develop compatible interference-free microwave radio relay systems. To eliminate interference, operators may change antenna polarizations, use high-performance shrouded antennas, or employ other technical means.

**a- Licensees shall use 38 GHz for links with lengths of 4 Km or less:**

- i) Four consecutive radio channel pairs of 28 MHz bandwidths will be allotted in the lowest part of the 38 GHz band.
- ii) Up to two more channel pairs may be added if the operator can clearly justify to the frequency regulator the need with fullest details.
- iii) The operator will be given a free hand in how to subdivide and use the allotted spectrum providing that full details of his frequency plan is given to the Coalition Provisional Authority, and any such body which presently exists or is

hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to including the coordinates and frequency used in each site.

**b- Licensee shall use 18 GHz for links with lengths between 4 and 20 Km:**

- i) Four consecutive radio channel pairs of 28 MHz bandwidths will be allotted in the lowest part of the 18 GHz band.
- ii) Up to two more channel pairs may be added if the operator can clearly justify to the frequency regulator the need with fullest details.
- iii) The operator will be given a free hand to subdivide and use the allotted spectrum providing that full details of its frequency plan is given to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to including the frequency used in each site and the site coordinates.
- iv) Alternatively, if it is preferred by the operator, the same arrangement can be given in the 23 GHz band instead of the 18 GHz band, but not both.

**c- Use 7 GHz for links with lengths of more than 20 Km:**

- i) Due to the extensive use of this band in various parts of the country, assignments will be made on a case by case manner once the operator supplies the details of the required links with coordinates of the sites and the required link bandwidth in each case.
- ii) The requested bandwidth should be fully justified by showing traffic calculations for the current and foreseeable future needs.
- iii) Assignments may be made in the lower or the upper 7 GHz band as available, but all effort will be made to stick to the lower 7 GHz.

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Gerald Thames  
CPA Senior Adviser, Ministry of  
Communications

Date: \_\_\_\_\_

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Acknowledged for Sana Tel  
Telecommunication Co Ltd

Date: \_\_\_\_\_



## Appendix 2

### *Mobile Cellular Service Coverage Area*

This Mobile Cellular Service License is hereby issued authorizing **Sana Tel** to exercise its authority to provide Mobile Cellular Services to the public in the delineated geographic area in the map and description below, and will not be permitted to expand its network or provide Mobile Cellular Services beyond this area during the Term of this License Agreement, with no additional restrictions within that geographic area.

[MAP TO BE ATTACHED HERE]

Description: within the area formed by the following boundary: from the northern intersection of the As Sulaymaniah Governorate border at the international border of Iraq and Iran; west to 36 degrees 30 minutes north latitude; west along that parallel to 44 degrees 26 minutes east longitude; south along that meridian to 34 degrees 30 minutes north latitude; east along that parallel to the international border of Iraq and Iran; and thence northward to the northern intersection of the As Sulaymaniah Governorate border at the international border of Iraq and Iran.



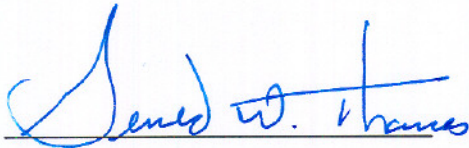
hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to including the coordinates and frequency used in each site.

**b- Licensee shall use 18 GHz for links with lengths between 4 and 20 Km:**

- i) Four consecutive radio channel pairs of 28 MHz bandwidths will be allotted in the lowest part of the 18 GHz band.
- ii) Up to two more channel pairs may be added if the operator can clearly justify to the frequency regulator the need with fullest details.
- iii) The operator will be given a free hand to subdivide and use the allotted spectrum providing that full details of its frequency plan is given to the Coalition Provisional Authority, and any such body which presently exists or is hereinafter enacted that the Coalition Provisional Authority may delegate any of its regulatory authority to including the frequency used in each site and the site coordinates.
- iv) Alternatively, if it is preferred by the operator, the same arrangement can be given in the 23 GHz band instead of the 18 GHz band, but not both.

**c- Use 7 GHz for links with lengths of more than 20 Km:**

- i) Due to the extensive use of this band in various parts of the country, assignments will be made on a case by case manner once the operator supplies the details of the required links with coordinates of the sites and the required link bandwidth in each case.
- ii) The requested bandwidth should be fully justified by showing traffic calculations for the current and foreseeable future needs.
- iii) Assignments may be made in the lower or the upper 7 GHz band as available, but all effort will be made to stick to the lower 7 GHz.



Gerald Thames  
CPA Senior Adviser, Ministry of  
Communications

Date: 4/20/09



Acknowledged for Sana Tel  
Telecommunication Co Ltd

Date: 004 - 4 - 21

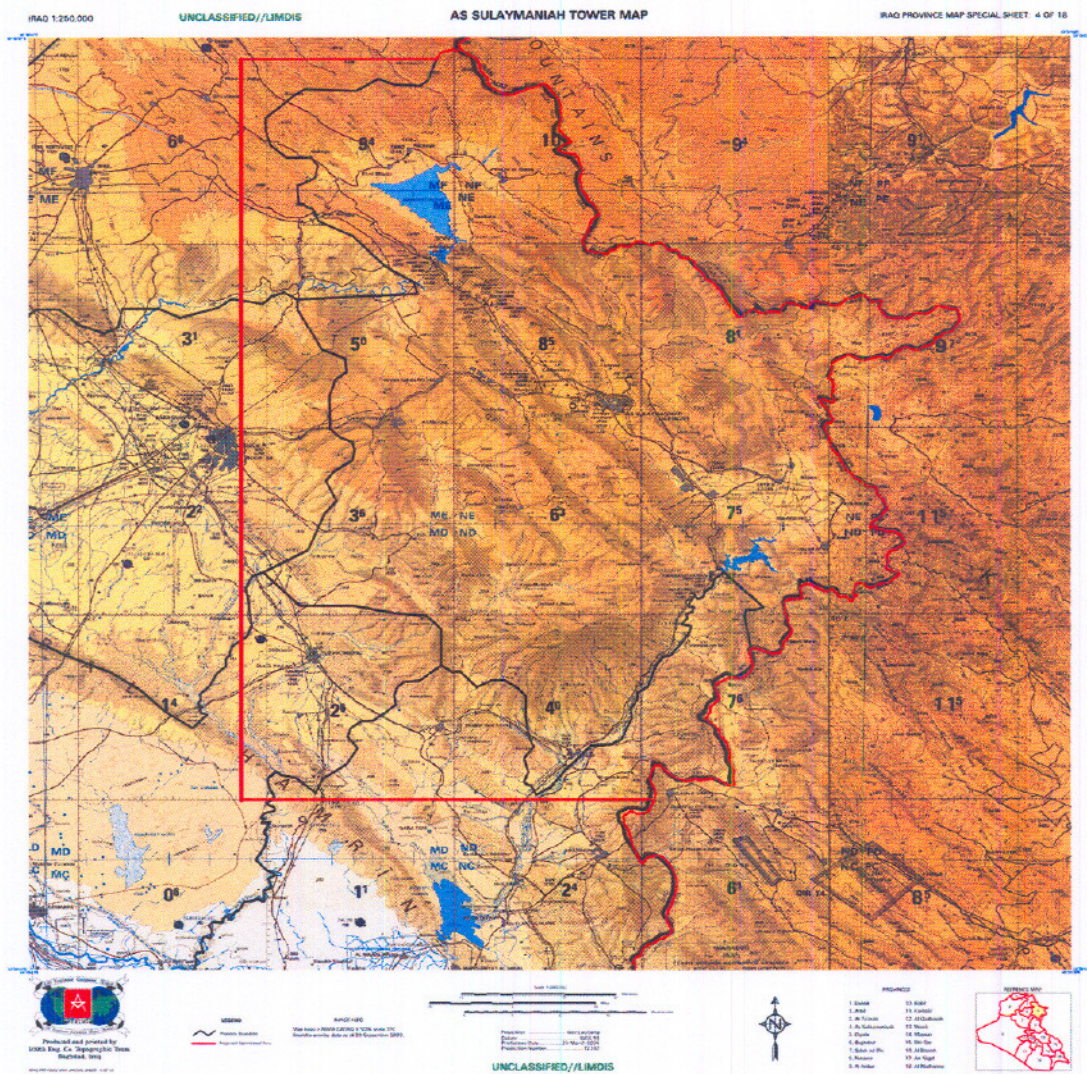




## Appendix 2

### Mobile Cellular Service Coverage Area

This Mobile Cellular Service License is hereby issued authorizing **Sana Tel** to exercise its authority to provide Mobile Cellular Services to the public in the delineated geographic area in the map and description below, and will not be permitted to expand its network or provide Mobile Cellular Services beyond this area during the Term of this License Agreement, with no additional restrictions within that geographic area.



*Sana*

Description: within the area formed by the following boundary: beginning from the northern intersection of the As Sulaymaniah Governorate border at the international border of Iraq and Iran; then generally south southwest along the defined As Sulaymaniyah Governorate border to the intersection with 36 degrees 30 minutes north latitude; then west from this intersecting point along 36 degrees 30 minutes north latitude to the intersection with 44 degrees 26 minutes east longitude; then from that intersecting point south along 44 degrees 26 minutes east longitude to the intersection with 34 degrees 30 minutes north latitude; then from that intersecting point eastward along 34 degrees 30 minutes north latitude to the intersection with the international border with Iran; and thence from that intersecting point generally northward along the defined IRAQ-IRAN international border to intersect the starting point.

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