

**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT
AUTHORITY OF SINGAPORE TO
ADORE TECHNOLOGIES PTE LTD
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)**

ON 1 AUGUST 2014

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SCHEDULE A

**LICENCE TO PROVIDE
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(CHAPTER 323)
ON 1 AUGUST 2014**

PART I: INTRODUCTION

The Info-communications Development Authority of Singapore (hereinafter referred to as “IDA”), in exercise of the powers conferred on it under Section 5 of the Telecommunications Act (Chapter 323) (hereinafter referred to as “the Act”), hereby grants to Adore Technologies Pte Ltd (hereinafter referred to as “the Licensee”) a licence (hereinafter referred to as “the Licence”) to establish and install and maintain a satellite uplink and downlink facility (hereinafter referred to as “the Systems”) as defined in Schedule A for the carriage of signals for broadcasting only (hereinafter referred to as “the Services”) subject to the terms and conditions set out herein.

1 Period of Licence

- 1.1 The Licence shall come into force on the date hereof and shall be valid for a period of 10 years from the date hereof (hereinafter referred to as “the Licence Period”), unless suspended or cancelled by IDA in accordance with Condition 29 or terminated by the Licensee in accordance with Condition 30 of this Licence.
- 1.2 The Licence may be further renewed for such period as IDA thinks fit and subject to such terms and conditions as may be specified by IDA under Section 5 of the Act.

2 Payment of Licence Fee

- 2.1 The Licensee shall pay to IDA an annual fee of \$5,000 within 2 weeks of the grant of the Licence. For subsequent years, the annual licence fee of \$5,000 shall be paid by the Licensee to IDA by no later than the anniversary date of the grant of the Licence.
- 2.2 The licence fee payable under Condition 2.1 shall be forfeited if the Licensee withdraws its acceptance of the Licence after the grant of the Licence or if the Licence is terminated or cancelled at any time during the Licence Period in accordance with Condition 29 or 30.
- 2.3 In the event of a default by the Licensee in the payment of any fee when due under the Licence, the Licensee shall pay to IDA interest on the amount from time to time outstanding in respect of the overdue sum for the period beginning on (and including) its due date and ending on (and excluding) the date of its receipt in full by IDA, which interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a 365 day year. The applicable rate of interest shall be the average of the prevailing prime lending rates of the banks and finance companies quoted and published by the Monetary Authority of Singapore. For the avoidance of doubt, the Licensee shall continue to be subject to its obligations under the Licence and shall not be released from such obligations by reason of any late payment of licence fee.

3 Licence is not Transferable

- 3.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this Licence to any person or persons except with the prior written approval of IDA.
- 3.2 Any such approval given shall be subject to terms and conditions, which IDA at its discretion, may impose.

4 Description of Systems and Services

- 4.1 The Licensee shall maintain and operate the Systems as described in Schedule A, comprising satellite earth stations and any telecommunication equipment as authorised in writing by IDA for the purpose of providing the Services.
- 4.2 The Licensee is authorised to receive signals from a satellite to the earth station in Singapore (downlink) and/or to transmit signals from the earth station in Singapore to the same satellite or a different satellite (uplink) for broadcasting purposes only.
- 4.3 Where the Licensee wishes to introduce a new system or makes changes to any system, the Licensee shall provide IDA such technical and/or non-technical information as may be required by IDA within such period as may be specified by IDA.

PART II: TECHNICAL OBLIGATIONS

5 Use of Telecommunication Equipment in the Systems

- 5.1 Prior to the operation of the Systems, the Licensee shall in accordance with Section 9 of the Act, submit for IDA's approval all telecommunication infrastructure, technology and any telecommunication equipment which is part of the Systems or which is to be connected to the Systems.
- 5.2 The Licensee shall seek IDA's prior approval from time to time for any other telecommunication equipment to be used in the operation of the Systems for which the approval has not been granted under Section 9 of the Act, whether such other equipment is in addition to or intended to replace the existing equipment or part thereof.

6 Operation of Earth Stations

- 6.1 The Licensee shall apply for the necessary licences under the Telecommunications (Radio-communications) Regulations for the operation of earth stations and any other radio-communication stations comprised in the Systems and shall abide by such conditions imposed thereunder, including the payment of station licence fees and frequency fees for the allocation and management of frequencies by IDA.
- 6.2 The Licensee shall install earth stations of a type already coordinated or in the process of being coordinated by the operator of the specified satellite in the inter-system coordination with other satellite networks and shall ensure that its working with the satellite is in accordance with the relevant provisions of the ITU Radio Regulations and any other international treaty to which Singapore is a party.
- 6.3 Any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of the earth station and any other radio-communication stations shall be submitted in writing for IDA's prior approval.

- 6.4 The height of the antenna of the earth station and any other radio-communication station shall not exceed 50 metres above mean sea level (AMSL). Where necessary however, IDA may grant conditional approval for the Licensee to exceed the prescribed height level provided that the Licensee shall take all necessary steps, at its own cost, to ensure that its network will not cause interference to or receive interference from other authorised networks.

7 Antenna Site Clearance Requirements

- 7.1 The Licensee shall be solely responsible for obtaining approval from the relevant authorities for the siting of the earth station and the position of the antenna.

8 Use of Radio Frequencies

- 8.1 The Licensee shall, in its application to IDA, justify the use of radio frequencies and shall, subject to payment of the required frequency fees, be provided with the necessary frequencies to enable the effective and efficient operation of the Systems and the provision of the Services by the Licensee.

- 8.2 The Licensee shall take all necessary steps to ensure that the use of its Systems is safe and does not cause interference to other existing radio-communication networks operating in the same band or in other bands. The Licensee shall also take appropriate measures to ensure that its Systems are adequately protected from interference that may be caused by networks operating in the same band or in other bands.

9 Use of Alternative Satellites

- 9.1 The Licensee shall inform IDA in writing, from time to time, of any change in the name, orbital position and other technical characteristics of the satellite(s) used in the operation of the Systems and the provision of the Services.

9.2 Where the Licensee wishes to use an alternative satellite which was not specified by the Licensee in the licence application, the Licensee shall seek IDA's approval in writing at least one month in advance and shall specify the circumstances necessitating the use of the alternative satellite.

PART III: ACCESS AND INTERCONNECTION OBLIGATIONS

10 Requirements to Provide Access

- 10.1 The Licensee shall provide to any person licensed by IDA to provide telecommunication services in Singapore, means of access to the Systems.
- 10.2 The Licensee may, with the prior approval of IDA, impose an access charge upon any person licensed by IDA to provide telecommunication services in Singapore through or with the use of the Systems.
- 10.3 The Licensee shall comply with IDA's interconnection & access framework, arrangements and requirements, including all relevant Codes of Practice, directions and notification which IDA may issue from time to time.

11 Connection to Other Systems

- 11.1 The Licensee shall connect to the Systems on request and at appropriate connection points, which it shall provide for this purpose:
- (a) any equipment approved or exempted from approval by IDA for connection to the Systems; and
 - (b) any public or private telecommunication systems approved or licensed by IDA which systems also meet any other requirements, which IDA may from time to time impose.
- 11.2 Notwithstanding Condition 11.1, the Licensee shall cease to connect or refuse to connect to the Systems any equipment or system that:
- (a) has not been approved, licensed or exempted from approval or licensing by IDA; or
 - (b) no longer meets the requirements for approval or licensing by IDA, in respect of which IDA has issued a notice to that effect to the person who has under his control such equipment or system.

11.3 The terms and conditions for the connection of equipment or systems to the Systems of the Licensee shall be determined by agreement between the Licensee and the owner or operator of the equipment or system except in so far as the conditions are prescribed in the Act or in this Licence. In the event that the parties cannot reach an agreement, the matter shall be determined by IDA whose decision shall be final.

12 Arrangements for Connection to Systems

12.1 The Licensee shall not impose technical or other conditions or employ any arrangements for the connection of equipment or systems to the Systems other than those set by IDA. In particular, the Licensee shall not, except where IDA is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the connection of approved equipment or systems to the Systems.

12.2 In this Condition, “Intellectual Property Rights” means, without prejudice to its generality, the rights to patents, trade marks, designs, know-how and copyright.

12.3 The Licensee is required to comply with the following technical requirements and safeguards:

- (a) The Licensee shall not manipulate the Calling Line Identity of the original calling party and the original calling party Calling Line Identity shall be passed on in the conveyance of a call accordingly.
- (b) The Licensee shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party.
- (c) The A-bit of the Forward Call Indicator of the Initial Access Message on the ITU-T Signalling System Number 7 ISDN User Part signalling should be set to the value “1” to identify an international incoming call for systems inter-working. Where the Licensee operates a system which does not support ITU-T Signalling System Number 7 signalling, then the

Licensee shall route such international incoming calls on specified circuits.

13 Changes to Systems

13.1 The Licensee shall give notice in writing to IDA and shall notify all parties affected of any changes it intends to implement in the specification or performance of the Systems which would require changes to any equipment or systems connected to the Systems or which would have the effect of making such connections inoperable. The period of notice given shall be appropriate to the likely impact on the parties affected and on connected equipment or systems and shall be decided in consultation with IDA.

13.2 Where IDA considers that a change in the Systems referred to in Condition 13.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes in its own systems in order to connect its systems to the Systems, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of IDA before implementing such a change.

14 Infrastructure Sharing and Deployment

14.1 The Licensee shall comply with IDA's framework for facilities sharing and deployment, including all relevant Codes of Practice, directions and notifications which IDA may issue from time to time.

14.2 Where IDA considers it necessary for the Licensee to share infrastructure with other telecommunication licensees in designated areas in the national and/or public interest or otherwise, IDA shall inform the licensees accordingly so that licensees can make the necessary arrangements before submitting their infrastructure sharing plans to IDA for approval. The Licensee shall share infrastructure whenever and wherever mandated by IDA in accordance with the Framework for Facilities Sharing and Deployment, including Codes of Practice.

PART IV: SERVICE OBLIGATIONS

15 Price Control/Tariffing Arrangements/Quality of Service Standards

15.1 IDA reserves the right to establish price control arrangements and Quality of Service Standards for the Systems provided by the Licensee with which the Licensee shall comply.

15.2 IDA reserves the right to require the Licensee to maintain separate financial data and accounts for the Services and shall submit on request these data and accounts to IDA for inspection.

15.3 IDA reserves the right to require the Licensee to file its schemes of service, including non-price terms and conditions for the provisioning of services and price schemes with IDA before commercial launch or announcement of such services.

16 Publication of Charges, Terms and Conditions and Other Information

16.1 The Licensee shall publish information about the Systems it provides, covering inter alia, descriptions and pricing of the services available, the terms and conditions thereof, and the provision of fault repair and any other commercial and technical services and such other information as IDA may require the Licensee to publish in relation to the Services.

PART V: OTHER OBLIGATIONS

17 Codes of Practice

17.1 The Licensee shall comply with the Codes of Practice issued by IDA as well as any additional or supplemental guidelines, which IDA may issue from time to time.

18 Restriction on Undue Preference and Undue Discrimination

18.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in, inter alia, the price and performance characteristics of the services provided or the terms and conditions under which the services are provided. In particular, the Licensee shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person, if IDA is of the opinion that the Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.

19 Restriction Against Anti-Competitive Arrangements

19.1 The Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict competition in relation to the operation of the Systems for the provision of the Services or any other telecommunication system and/or services licensed by IDA.

20 Contracts with Third Parties to Operate or Provide Licensed Systems or Services

20.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to this Licence to share in the benefits of, or otherwise gain any rights or privileges under this Licence, or which would otherwise result in a breach or circumvention of Condition 3.1, the Licensee shall seek

IDA's written approval for the joint venture, association, contract or arrangement in question.

20.2 IDA may direct at any time the Licensee to effect any changes it deems necessary in the terms and conditions of the joint venture, association, contract or arrangement referred to above.

20.3 If the Licensee fails to effect the necessary changes referred to in Condition 20.2, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement.

20.4 Nothing in Condition 20.1 shall be construed as requiring the Licensee to obtain the approval of IDA for the appointment of agents or for the employment of independent contractors or sub-contractors to carry out any works or provide any services which enable the Licensee to discharge its duties and obligations under this Licence provided that the Licensee shall be liable to IDA for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

21 Management Arrangements

21.1 The Licensee shall seek IDA's written approval at least one (1) month in advance of any change in the appointment of its Chairman, Board of Directors or Chief Executive Officer and shall for this purpose provide IDA with the details of any such change and any further information requested by IDA.

22 Direction by IDA

22.1 The Licensee shall strictly and without any undue delay comply with any directions, which IDA may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.

22.2 IDA may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to Condition 22.1.

22.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by IDA. The Licensee shall not during

the currency and after the expiry, termination or cancellation of the Licence disclose or permit the disclosure of any of the said directions to any person not authorised to receive the same without the prior written consent of the Chief Executive Officer of IDA. The Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

23 Dispute Resolution

23.1 In the event that the Licensee fails to reach an agreement with other telecommunication licensees on matters relating to the requirements of this Licence or the Act, the matter shall be determined by IDA whose decision shall be binding on all parties concerned.

23.2 IDA reserves the right to levy a fee for work undertaken in this respect.

24 Provision of Information to IDA

24.1 The Licensee shall provide IDA with any document and information within its knowledge, custody or control, which IDA may, by notice or direction require. The Licensee undertakes to IDA that any such document and information provided to IDA shall be true, accurate and complete.

24.2 For the purposes of ensuring the Licensee's compliance with the conditions of the Licence, IDA may from time to time require the Licensee to arrange at its own expense, for a separate and independent audit of its activities. The Licensee shall, at IDA's request, submit the audited accounts and reports prepared under this Condition 24.2 to IDA for inspection and verification.

24.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by IDA pursuant to Condition 24.1, as well as the fact that IDA has requested for such document and/or information.

24.4 IDA may use and disclose any such document or information provided to IDA pursuant to Condition 24.1 as IDA deems fit. Where IDA proposes to disclose any document or information obtained pursuant to Condition 24.1 and IDA considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Licensee or which disclosure would or could reasonably be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, IDA will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before IDA makes a final decision on whether to disclose the information.

25 National Emergency and Security

25.1 The Licensee shall, where directed by IDA, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the written law in Singapore.

25.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 25.1 as well as the fact that IDA has requested the Licensee to participate in such emergency activities and preparations.

25.3 IDA, may from time to time, require the Licensee to submit to IDA for approval any changes to any telecommunication system, installation or plant and any service plans, together with such technical and non-technical information as may be required by IDA, at least one month before such change is intended to be implemented.

26 International Obligations

26.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under this Licence in a manner, which is consistent with the Government's obligations under any Convention, Agreement, Arrangement or Treaty to which Singapore is or shall become a party.

26.2 IDA shall notify the Licensee from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 26.1 applies for its compliance.

PART V: SUSPENSION, VARIATION AND TERMINATION

27 Penalty Framework for Breach of Licence Conditions

27.1 Where the Licensee breaches any licence condition, IDA may impose a fine on the Licensee in accordance with Section 8 of the Act.

28 Variation of Terms of Licence

28.1 Pursuant to Section 7(1) of the Act, IDA may vary or amend any of the terms of this Licence by giving the Licensee at least one month's notice in writing.

29 Suspension/Cancellation

29.1 IDA may, in any of the events specified in Section 8 of the Act, by notice in writing given to the Licensee, suspend or cancel the Licence in whole or in part, or impose a financial penalty in such amounts IDA thinks fit.

30 Termination of Licence

30.1 In the event that the Licensee desires to terminate its licence or cease its operation of the Systems, the Licensee shall seek IDA's approval in writing at least six months in advance.

30.2 No termination shall take effect until IDA's approval has been obtained under Condition 30.1.

31 Rights upon Termination, Suspension or Cancellation

31.1 Any termination, suspension or cancellation of the Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or IDA under the Licence or any written law as at the date of termination except that the Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

32 Exceptions and Limitations on Obligations

32.1 The Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that IDA is satisfied that it is prevented from complying with those obligations for the following reasons:-

- (a) malfunction or failure of any equipment where IDA determines that reasonable measures were taken beforehand;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor, which, in the opinion of IDA is beyond the Licensee's reasonable control and which notwithstanding the exercise by it of reasonable diligence and foresight, the Licensee was unable to prevent or overcome.

Provided that the Licensee shall use all reasonable endeavours to resolve with all reasonable speed the factor(s) preventing the carrying out of its obligations and shall resume the performance of its obligations as soon as the factor(s) which prevented the performance thereof is resolved.

33 Compliance with the Law

33.1 The Licensee shall observe and comply with all local laws, including but not limited to the Act, the Telecommunications (Radio-communications) Regulations, the International Telecommunication Convention and any other treaty or convention to which Singapore is a party.

33.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other licences, permits or approvals that may be required under any written law in force in Singapore.

34 Governing Law

34.1 This Licence shall be governed by and construed according to the law of Singapore.

35 Service of Notices

35.1 All notices under this Licence shall be in writing and shall be deemed to have been given if sent by hand or pre-paid post or by facsimile to the Licensee's registered address as lodged with the Accounting and Corporate Regulatory Authority.

36 Severability

36.1 Every condition and part thereof shall be construed as a separate and severable provision so that if any Condition and part thereof is held invalid, unenforceable or illegal for any reason, the remainder of the Licence shall remain in full force in every respect.

Issued on 1 August 2014



DIRECTOR-GENERAL (TELECOMS & POST)
Info-Communications Development Authority of Singapore

SCHEDULE OF INTERPRETATION

In this Licence, unless the context otherwise requires:

- (a) Words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (b) The titles to the provision of this Licence are for convenience of reference only and are not part of this Licence and shall not in any way affect the interpretation thereof;
- (c) Any word or expression used in this Licence shall have the same meaning as it has in the Act;
- (d) Any reference in this Licence to the Act shall include any regulations made thereunder;
- (e) Any reference in this Licence to any regulations made under the Act shall include any regulations made under the Act, until such regulations are revoked or repealed by subsidiary legislation made under this Act;
- (f) Any reference in this Licence to a person shall be deemed to include natural and legal persons;
- (g) Any reference to monetary amounts in this Licence shall be deemed to be denominated in Singapore Dollars; and
- (h) Any reference to any Guidelines, Codes or Framework or other rules or documents promulgated by IDA shall be read as reference to such as may be amended from time to time.

CONFIDENTIAL

SCHEDULE A

**LIST OF SATELLITES TO BE ACCESSED BY
ADORE TECHNOLOGIES PTE LTD**

[REMOVED]