



**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS
GRANTED BY THE INFO-COMMUNICATIONS MEDIA
DEVELOPMENT AUTHORITY TO
PLANETCAST INTERNATIONAL PTE. LTD. UNDER SECTION 5 OF
THE
TELECOMMUNICATIONS ACT 1999**

ISSUED ON 1 AUGUST 2014

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**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS
GRANTED BY THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT
AUTHORITY TO
PLANETCAST INTERNATIONAL PTE. LTD.
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT 1999
ON 1 AUGUST 2014**

PART I: THE LICENCE

- A. 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 1999 (hereinafter referred to as “the Act”), hereby grants to Adore Technologies Pte Ltd (now known as Planetcast International Pte. Ltd. and 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.
- B. On 1 October 2016, IDA was re-constituted as the Info-communications Media Development Authority (hereinafter referred to as the “Authority”) by the enactment of the Info-communications Media Development Authority Act 2016 (the “IMDA Act”). Section 91(1) of the IMDA Act preserves the validity of the Licence and deems the Licence as having been granted by the Authority under Section 5 of the Act.
- C. On 22 November 2018 and 21 January 2019, the Authority, in exercise of its powers under Section 79 of the Act, modified the terms and conditions of the Licence, which took effect on 21 January 2019.
- D. For the avoidance of doubt, all terms and conditions herein and in the Schedules annexed hereto, shall collectively be referred to and taken by all parties concerned as the Licence.

Amended on 17 October 2022

1 Period of Licence

- 1.1 The Licence shall come into force on the date hereof shall be valid for a period of ten (10) years, unless suspended or cancelled by the Authority in accordance with Condition 30 or terminated by the Licensee in accordance with Condition 31 of this Licence.
- 1.2 The Licence may be further renewed for such period as the Authority thinks fit and subject to such terms and conditions as may be specified by the Authority under Section 5 of the Act.

2 Payment of Licence Fee

- 2.1 The Licensee shall pay to the Authority an annual fee of \$5,000 within two (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 the Authority by no later than the anniversary date of the grant of the Licence.
- 2.2 The licence fees payable under Condition 2.1 shall be forfeited if the Licence is terminated or cancelled at any time during the term of the Licence.
- 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 the Authority 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 the Authority, which interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a three hundred and sixty-five (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 the Authority.
- 3.2 Any such approval given shall be subject to terms and conditions, which the Authority 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 the Authority, for the provision of Services. The Licensee shall not operate any system not described in Schedule A except with the prior approval of the Authority.
- 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 and/or service or makes changes to any system and/or service, the Licensee shall provide the Authority such technical and/or non-technical information as may be required by the Authority within such period as may be specified by the Authority.

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 11 of the Act, submit for the Authority'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 the Authority'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 11 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 all 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 any conditions imposed thereunder, including the payment of station licence fees and frequency fees for the allocation and management of frequencies by the Authority.
- 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 station comprised in the Systems shall be submitted in writing for the Authority's prior approval.

6.4 The Licensee shall comply, at its own cost, with any requirements and guidelines established by the Authority and the relevant authorities on the height of the antenna of the earth station and any other radio-communication station comprised in the Systems.

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 the Authority, 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 the Authority 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 the Authority's approval in writing at least one (1) 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 the Authority to provide telecommunication services in Singapore, means of access to the Systems.
- 10.2 The Licensee may, with the prior approval of the Authority, impose an access charge upon any person licensed by the Authority to provide telecommunication services in Singapore through or with the use of the Systems.
- 10.3 The Licensee shall comply with the Authority's interconnection & access framework, arrangements and requirements, including all relevant codes of practice, directions and notification which the Authority 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 the Authority for connection to the Systems; and
 - (b) any public or private telecommunication systems approved or licensed by the Authority which systems also meet any other requirements, which the Authority may from time to time impose.
- 11.2 Notwithstanding Condition 11.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or system that:
- (a) has not been approved, licensed or exempted from approval or licensing by the Authority; or
 - (b) no longer meets the requirements for approval or licensing by the Authority, in respect of which the Authority has issued a notice to that effect to the person who has under its control such equipment or system.

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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 the Authority, whose decision shall be final.

12 Arrangements for Connection to System

12.1 The Licensee shall not impose technical or other conditions or employ any arrangements for the connection of equipment or systems to the System other than those set by the Authority. In particular, the Licensee shall not, except where the Authority 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 System.

12.2 In this Condition, “Intellectual Property Rights” means, without prejudice to its generality, the rights to patents, trademarks, 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; and
- (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 System

- 13.1 The Licensee shall give notice in writing to the Authority and shall notify all parties affected of any changes it intends to implement in the specification or performance of the System which would require changes to any equipment or systems connected to the System 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 the Authority.
- 13.2 Where the Authority considers that a change in the System referred to in Condition 13.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes to its own systems in order to connect its systems to the System, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of the Authority before implementing such a change.

14 Infrastructure Sharing and Deployment

- 14.1 The Licensee shall comply with the Authority's framework for facilities sharing and deployment, including all relevant codes of practice, directions and notifications which the Authority may issue from time to time.
- 14.2 Where the Authority considers it necessary for the Licensee to share infrastructure with other licensees in designated areas in the national and/or public interest or otherwise, the Authority shall inform the licensees accordingly so that licensees can make the necessary arrangements before submitting their infrastructure sharing plans to the Authority for approval. The Licensee shall share infrastructure whenever and wherever mandated by the Authority 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 The Authority 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 The Authority 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 the Authority for inspection.
- 15.3 The Authority 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 the Authority 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 the Authority may require the Licensee to publish in relation to the Services.

PART V: OTHER OBLIGATIONS

17 Codes of Practice and Advisory Guidelines

17.1 The Licensee shall comply with the codes of practice issued by the Authority as well as any additional or supplemental guidelines, which the Authority 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 the Authority 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 or provision of the Services by the Licensee or any other telecommunication system and/or services licensed by the Authority.

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

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- 20.2 The Authority 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, the Authority 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 the Authority 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 the Authority 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 Board Directorship and Management Appointments

- 21.1 The Licensee shall seek the Authority'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 the Authority with the details of any such change and any further information requested by the Authority.

22 Direction by the Authority

- 22.1 The Licensee shall strictly and without any undue delay comply with any directions, which the Authority may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.
- 22.2 The Authority 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 the Authority. The Licensee shall not during the currency and after the expiry, termination or cancellation of the Licence

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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 the Authority. 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 licensees on matters relating to the requirements of this Licence or the Act, the matter shall be determined by the Authority whose decision shall be binding on all parties concerned.

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

24 Provision of Information to the Authority

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

24.2 For the purposes of ensuring the Licensee's compliance with the conditions of the Licence, the Authority 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 the Authority's request, submit the audited accounts and reports prepared under this Condition 24.2 to the Authority for inspection and verification.

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

24.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 24.1 as the Authority deems

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fit. Where the Authority proposes to disclose any document or information obtained pursuant to Condition 24.1 and the Authority 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, the Authority will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision on whether to disclose the information.

25 Co-operation with Civil/Public Bodies

25.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all possible ways to support national security, and public safety and security.

26 Participation in Emergency Activities

26.1 The Licensee shall, where directed by the Authority, 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.

26.2 The Licensee shall, unless expressively notified otherwise, keep in strict confidence any information or document pertaining to Condition 26.1 as well as the fact that the Authority has requested the Licensee to participate in such emergency activities and preparations.

26.3 The Authority, may from time to time, require the Licensee to submit to the Authority 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 the Authority, at least one (1) month before such change is intended to be implemented.

27.1 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.

27.2 The Authority shall notify the Licensee from time to time of any such convention, agreement, arrangement or treaty to which Condition 27.1 applies for its compliance.

PART V: SUSPENSION, VARIATION AND TERMINATION

28 Penalty Framework for Breach of Licence Conditions

28.1 Where the Licensee breaches any licence condition, the Authority may impose a financial penalty on the Licensee in accordance with Section 10 of the Act.

29 Variation of Terms of Licence

29.1 Pursuant to Section 9(1) of the Act, the Authority may vary or amend any of the terms of this Licence by giving the Licensee at least one (1) month's notice in writing.

30 Suspension/Cancellation

30.1 The Authority may, in any of the events specified in Section 10 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 the Authority thinks fit.

31 Termination of Licence or Cessation of Systems or Services

31.1 In the event that the Licensee desires to terminate its Licence or cease its operation of the Systems or the provision of any of the Services, the Licensee shall seek the Authority's approval in writing at least six (6) months in advance.

31.2 No termination shall take effect until the Authority's approval has been obtained under Condition 31.1.

32 Rights upon Termination, Suspension or Cancellation

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

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33 Exceptions and Limitations on Obligations

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

- (a) malfunction or failure of any equipment where the Authority 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 the Authority 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.

34 Compliance with the Law

34.1 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.

34.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other right, licence, permit or approval that may be required under any written law in force in Singapore.

35 Governing Law

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

Amended on 17 October 2022

36 Service of Notices

36.1 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 or by electronic mail to the Licensee's electronic mail address as stated in its licence application to the Authority, or such other electronic mail address as notified to the Authority from time to time.

37 Severability

37.1 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



Aileen Chia
Director-General (Telecoms & Post)
Info-communications Media Development Authority

Amended on 17 October 2022

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 of practice or framework or other rules or documents promulgated by the Authority shall be read as reference to such as may be amended from time to time.

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SCHEDULE A

**LIST OF SATELLITES TO BE ACCESSED BY
PLANETCAST INTERNATIONAL PTE. LTD.**

[Removed]