

**AUCTION OF
3G SPECTRUM RIGHTS (2010)**

**APPENDIX 5 – 3G FBO LICENCE
TEMPLATE**

3 September 2010

INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY

REPUBLIC OF SINGAPORE

3G FBO LICENCE TEMPLATE

SAMPLE

**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS
FOR THE PROVISION OF
3G MOBILE COMMUNICATION SYSTEMS AND SERVICES
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT
AUTHORITY OF SINGAPORE TO
[NAME OF 3G FBO LICENSEE]
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)
ON [DATE OF GRANT]**

TABLE OF CONTENTS

PART I: THE LICENCE

- 1. Period of Licence**
- 2. Licence is not Transferable**
- 3. Description of Systems and Services**

PART II: BASIC OBLIGATIONS OF LICENSEE

- 4. Rollout**
- 5. Provision of International Services**
- 6. Public Emergency Call Services**
- 7. Co-operation with Civil/Public Bodies**
- 8. Provision of Directory Enquiry Services**
- 9. Provision of Integrated Directories**
- 10. Maintenance and Operation of Integrated Customer Database**

PART III: TECHNICAL OBLIGATIONS

- 11. Use of Telecommunication Equipment in the Systems**
- 12. Operation of Radio-communication Stations and Networks**
- 13. Use of Radio Frequencies**
- 14. Assignment of Telephone Numbers**

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

- 15. Requirements to Provide Access**
- 16. Connection to Other Systems**
- 17. Arrangements for Connection to Systems**
- 18. Changes to Systems**
- 19. Infrastructure Sharing and Deployment**

PART V: SERVICE OBLIGATIONS

- 20. Price Control/Tariffing Arrangements/Quality of Service Standards**
- 21. Publication of Charges, Terms and Conditions**
- 22. Confidentiality of Subscriber Information**

PART VI: OTHER OBLIGATIONS

- 23. Codes of Practice**
- 24. Number Portability**
- 25. Accounting Separation**
- 26. Restriction on Undue Preference and Undue Discrimination**
- 27. Restriction Against Anti-Competitive Arrangements**
- 28. Contracts with Third Parties to Operate or Provide Licensed Systems or Services**
- 29. Management Arrangements**
- 30. Direction by IDA**
- 31. Dispute Resolution**
- 32. Provision of Information to IDA**
- 33. Participation in Emergency Activities**
- 34. International Obligations**
- 35. Compliance with Auction Rules**

PART VII: SUSPENSION, CANCELLATION, VARIATION AND TERMINATION

- 36. Penalty Framework for Breach of Licence Conditions**
- 37. Variation of Terms of Licence**
- 38. Suspension / Cancellation**
- 39. Termination of Licence**
- 40. Rights upon Termination, Suspension or Cancellation**
- 41. Exception and Limitations on Obligations**
- 42. Compliance with the Law**
- 43. Governing Law**
- 44. Service of Notices**
- 45. Severability**

SCHEDULE OF INTEPRETATIONS

- SCHEDULE A - THE SYSTEMS**
- SCHEDULE B - THE SERVICES**

**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS FOR THE PROVISION OF
3G MOBILE COMMUNICATION SYSTEMS AND SERVICES
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT
AUTHORITY OF SINGAPORE TO
[NAME OF 3G FBO LICENSEE]
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)
ON [DATE OF GRANT]**

PART I: THE LICENCE

On [insert licence grant date], 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 (Cap. 323) (hereinafter referred to as "the Act") hereby grants to [name of 3G FBO Licensee] (hereinafter referred to as "the Licensee") a licence (the "Licence") to establish, install, operate and maintain the Third Generation (3G) mobile communication systems specified in Schedule A (hereinafter referred to as "the Systems"), and to provide the 3G services specified in Schedule B (hereinafter referred to as "the Services"), subject to the terms and conditions set out herein, and the specific term and conditions set out in Schedule C.

1 Period of Licence

- 1.1 The Licence shall come into force on the date hereof and shall be valid until [insert date], unless suspended or cancelled by IDA in accordance with Condition 38.1 or terminated by the Licensee in accordance with Condition 39 of this Licence.
- 1.2 The Licence may be extended or 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 Licence is not Transferable

- 2.1 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 approval of IDA.
- 2.2 Any such approval shall be given subject to terms and conditions, which IDA in its discretion may impose.

3 Description of Systems and Services

- 3.1 The Licensee shall maintain and operate the Systems as described in Schedule A for the provision of the Services as described in Schedule B subject to the specific terms and conditions set out in Schedule C. The Licensee shall not establish, install, operate and maintain any system, or provide any service not described in Schedules A and B except with the prior written approval of IDA.
- 3.2 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 IDA such technical and/or non-technical information as may be required by IDA within such period as may be specified by IDA.

4 Rollout

- 4.1 Without prejudice to any of the Licensee's obligations under this Licence, the Licensee shall abide with its proposals on network rollout, range of services, quality of service standards, pricing and service provisioning schemes and any other commitments as submitted to IDA in its licence application. The licensee shall also complete its nationwide rollout of the Systems and Services by [insert date]. The Licensee shall provide coverage for the whole of the island of Singapore (including but not limited to MRT underground stations/lines and road tunnels), the offshore islands and the territorial waters up to 15km from the coast line of the island of Singapore.

PART II: BASIC OBLIGATIONS OF LICENSEE

5 Provision of International Services

- 5.1 The Licensee shall take all reasonable steps to provide to any person to whom it provides telecommunication services, full connection by means of the Systems to international telecommunication services, unless IDA is satisfied that for any of the reasons set out in Condition 1 it would be unreasonable for the Licensee to do so.

6 Public Emergency Call Services

- 6.1 The Licensee shall ensure that its subscribers may at any time and without charge, contact the relevant police service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister may from time to time designate, for the purpose of notifying them of any emergency.

7 Co-operation with Civil/Public Bodies

- 7.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all ways possible for the provision of national security and emergency services.

8 Provision of Directory Enquiry Services

- 8.1 The Licensee shall provide on request to any person to whom it provides telecommunication services, directory enquiry services based on an integrated customer database. IDA reserves the right to require the Licensee to obtain IDA's prior written approval on any charges it intends to levy for the provision of the directory enquiry services and the Licensee shall comply with such requirement imposed.
- 8.2 IDA reserves the right to direct the Licensee to provide directory enquiry services for subscribers of other licensees.

9 Provision of Integrated Directories

9.1 IDA reserves the right to direct the Licensee to provide integrated directories for all subscribers at no charge (except with the written approval of IDA) and at annual intervals or any other intervals to be agreed with IDA.

9.2 The Licensee shall, if necessary, and subject to charges, terms and conditions to be agreed with other licensees, provide integrated directories for their subscribers. In the event that agreement cannot be reached, the matter shall be determined by IDA, whose decision is final.

10 Maintenance and Operation of Integrated Customer Database

10.1 The Licensee shall exchange all relevant customer data with other licensees free-of-charge and contribute to the operation and maintenance of an integrated customer database for the purpose of providing integrated directories and providing integrated directory enquiry services.

PART III: TECHNICAL OBLIGATIONS

11 Use of Telecommunication Equipment in the Systems

- 11.1 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.
- 11.2 The Licensee shall seek IDA's prior written approval from time to time for any other telecommunication infrastructure, technology or equipment to be used in the operation of the Systems or that is to be part of the Systems or which is to be connected to the Systems for which the approval has not been granted under Section 9 of the Act, whether such other infrastructure, technology or equipment is in addition to or intended to replace the existing infrastructure, technology or equipment or part thereof.
- 11.3 The Licensee shall ensure that the Systems and Services complies with and belong to the International Mobile Telecommunications (IMT) technology standard endorsed by the International Telecommunications Union.

12 Operation of Radio-communication Stations and Networks

- 12.1 The Licensee shall apply for and obtain all necessary licences under the Act and the Telecommunications (Radio-communication) Regulations for the operation of any radio-communication stations comprised in the Systems and shall abide by any conditions imposed thereunder, including the payment of rights and licence fees.
- 12.2 Any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of any radio-communication station comprised in the Systems shall be submitted in writing for IDA's prior approval.

12.3 The height of the transmitter antenna of any radio-communication station comprised in the Systems shall not exceed 50 metres above mean sea level (AMSL). Where justified, 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 telecommunication systems, operating within or outside of Singapore.

13 Use of Radio Frequencies

13.1 Subject to the Act, the IDA Act, the Telecommunications (Radio-communication) Regulations and this Condition 13, the Licensee shall use the radio frequencies allocated and granted to the Licensee to enable the effective and efficient operation of the Systems and the provision of the Services by the Licensee, and shall, at its discretion, use any part of the radio frequencies allocated and granted to it for the purposes of managing interference (including the provisioning for a guard band(s)).

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

13.3 The Licensee shall co-operate with the IDA for the purposes of assisting IDA in co-ordinating and managing the use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to IDA, and the reduction of emission levels of any radio-communication stations and networks comprised in the System.

14 Assignment of Telephone Numbers

- 14.1 The Licensee shall comply with IDA's National Numbering Plan and IDA's Framework and Guidelines on the usage, allocation and assignment of numbers. The Licensee shall, in its submission to IDA, justify the use of numbers and shall, subject to payment of the required fees for Golden Numbers, be provided with the necessary numbers to enable the effective and efficient operation of the Systems and provision of Services. The Licensee shall take all necessary steps to ensure that the numbers allocated and assigned are efficiently utilised.
- 14.2 Any telephone numbers allocated and assigned to the Licensee are the property of IDA and the Licensee shall have no proprietary right to the telephone numbers allocated and assigned.
- 14.3 IDA reserves the right to alter and/or reallocate any telephone numbers given to the Licensee at any time, upon written notice, without being liable for any loss or inconvenience directly or indirectly attributable to the alteration and/or reallocation of such telephone numbers.

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

15 Requirement to Provide Access

- 15.1 The Licensee shall provide to any person licensed by IDA to provide telecommunication services in Singapore, means of access to the Systems.
- 15.2 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.
- 15.3 The Licensee shall comply with IDA's interconnection & access framework, arrangements and requirements, including all relevant Codes of Practice, directions and notifications which IDA may issue from time to time.

16 Connection to Other Systems

- 16.1 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.
- 16.2 Notwithstanding Condition 16.1, 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 systems.

16.3 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.

17 Arrangements for Connection to Systems

17.1 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.

17.2 In this Condition 17, 'Intellectual Property Rights' means, without prejudice to its generality, the rights to patents, trade marks, designs, know-how and copyright.

17.3 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.

18 Changes to Systems

- 18.1 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.
- 18.2 Where IDA considers that a change in the Systems referred to in Condition 18.1 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.

19 Infrastructure Sharing and Deployment

- 19.1 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.
- 19.2 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 all relevant Codes of Practice which IDA may issue from time to time.

PART V: SERVICE OBLIGATIONS

20 Price Control/Tariffing Arrangements/Quality of Service Standards

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

20.2 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.

20.3 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.

21 Publication of Charges, Terms and Conditions

21.1 The Licensee shall publish information about the Services 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.

22 Confidentiality of Subscriber Information

22.1 The Licensee shall respect and ensure the confidentiality of subscriber information, especially for ex-directory numbers except under the following circumstances:

- (a) where sharing of information with other licensee is necessary to detect, prevent or investigate into fraud;
- (b) where disclosure is deemed necessary by IDA or the relevant law enforcement or security agencies to carry out their functions or duties; and

- (c) where use of subscriber information is in accordance with the relevant Codes of Practice and the provisions thereof relating to the protection and confidentiality of subscriber information.

PART VI: OTHER OBLIGATIONS

23 Codes of Practice

23.1 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 to the Licensee.

24 Number Portability

24.1 The Licensee shall implement number portability from commencement of service subject to IDA's number portability requirements and charging principles.

24.2 The Licensee shall comply, at its own cost, with any requirements and guidelines established by IDA on number portability to be implemented by the Licensee.

24.3 The Licensee shall comply with IDA's framework, arrangements and requirement in relation to number portability, including all relevant directions and notifications which IDA may issue from time to time.

25 Accounting Separation

25.1 The Licensee shall comply with the practices, principles and requirements set out in the Accounting Separation Guidelines established by IDA, and any additional or supplemental guidelines issued by IDA from time to time.

26 Restriction on Undue Preference and Undue Discrimination

26.1 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.

27 Restriction Against Anti-Competitive Arrangements

27.1 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 Services by the Licensee or any other telecommunication system and/or services licensed by IDA.

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

28.1 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 2, the Licensee shall seek IDA's written approval for the joint venture, association, contract or arrangement in question.

28.2 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.

28.3 If the Licensee fails to effect the necessary changes referred to in Condition 28.2, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement.

28.4 Nothing in Condition 28.1 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.

29 Management Arrangements

29.1 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 and Chief Executive Officer and shall for this purpose provide IDA with the details of any such change and any further information required by IDA.

30 Direction by IDA

30.1 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, the Info-communications Development Authority of Singapore Act (the "IDA Act") or this Licence.

30.2 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 30.1.

30.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by IDA. The Licensee shall neither during the currency nor 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.

31 Dispute Resolution

31.1 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.

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

32 Provision of Information to IDA

32.1 The Licensee shall provide IDA with any documents or 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.

32.2 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 32.2 to IDA for its inspection and verification.

32.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by IDA pursuant to Condition 32.1 as well as the fact that IDA has requested such document and/or information.

32.4 IDA may use and disclose such document and information provided to IDA pursuant to Condition 32.1 as IDA deems fit.

32.5 Where IDA proposes to disclose any document or information obtained pursuant to Condition 32.1 and IDA considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Licensee of 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 whether to disclose the documents or information.

33 National Emergency and Security

- 33.1 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.
- 33.2 The Licensee shall, unless expressly notified, keep in strict confidence any information and document pertaining to Condition 33.1 as well as the fact that IDA has requested the Licensee to participate in such emergency activities and preparations.
- 33.3 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.

34 International Obligations

- 34.1 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.
- 34.2 IDA shall notify the Licensee from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 34.1 applies for its compliance.

35 Compliance with Auction Rules and Requirements of Grant

- 35.1 The Licensee hereby represents and warrants that it has complied with all the rules and procedures issued by IDA pursuant to Regulation 7 of the Telecommunications (Radio-communication) Regulations for the allocation of 3G Spectrum Rights (2010), and as amended or varied by IDA from time to time (hereinafter referred to as the "Auction Rules"), and has not been involved in any act or

omission of any act, constituting a breach of the Auction Rules, and has met and satisfied all requirements as IDA may determine pursuant to Regulation 8 of the Telecommunications (Radio-communication) Regulations.

- 35.2 The Licensee acknowledges and agrees that in the event IDA determines that the Licensee has breached any of the Auction Rules, IDA shall be entitled to cancel or suspend this Licence or any part thereof, or impose a financial penalty in accordance with Condition 38.1.

PART VII: SUSPENSION, CANCELLATION, VARIATION AND TERMINATION

36 Penalty Framework for Breach of Licence Conditions

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

37 Variation of Terms of Licence

37.1 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.

38 Suspension/Cancellation

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

39 Termination of Licence

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

39.2 No termination of this Licence shall take effect until IDA's approval is obtained under Condition 39.1.

40 Rights upon Termination, Suspension or Cancellation

40.1 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 this 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.

41 Exceptions and Limitations on Obligations

41.1 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 performance thereof is resolved.

42 Compliance with the Law

42.1 The Licensee shall observe and comply with the Act, the IDA Act, the Telecommunications (Radio-communication) Regulations, the International Telecommunication Convention and any other relevant treaty or convention to which Singapore is a party.

42.2 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.

43 Governing Law

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

44 Service of Notices

44.1 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.

45 Severability

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

Dated this [insert date]

**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 provisions 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 the 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.

SCHEDULE A

DESCRIPTION OF THE 3G MOBILE COMMUNICATION SYSTEMS TO BE ESTABLISHED BY THE LICENSEE

The Systems established shall be as stated below:

SCHEDULE B

DESCRIPTION OF THE 3G SERVICES TO BE PROVIDED BY THE LICENSEE

The Services established by the Licensee shall be as stated below:

SCHEDULE C

SPECIFIC TERMS AND CONDITIONS FOR PRE-PAID PUBLIC CELLULAR MOBILE TELECOMMUNICATION SERVICE

1 Definition of Pre-paid Public Cellular Mobile Telephone Service

- 1.1 In this Schedule, "Pre-paid PCMT Service" refers to a Public Cellular Mobile Telephone Service provided by the Licensee in Singapore which involves the collection of advance payments from subscribers prior to, upon or after the supply of a Subscriber Information Module ("SIM") card or other access device/code.

2 Registration of Subscribers

- 2.1 The Licensee shall register subscribers of its Pre-paid PCMT Service via the prescribed electronic registration system in accordance with Condition 2.2 of this Schedule.

- 2.2 The Licensee shall record the following particulars of its Pre-paid PCMT Service subscribers when registering them and shall maintain such records in accordance with Condition 2.5 of this Schedule:

- (a) Name, address and, as applicable, National Registration Identity Card ("NRIC") or other identity card number issued under the laws of Singapore (for Singaporeans/Permanent Residents), passport number (for foreigners), work permit number (for foreigner workers) or business registration number (for corporate account holders purchasing Pre-paid PCMT Service for corporate usage) of the subscriber (or, where the subscriber is not located in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of purchase shall be used instead);
- (b) Mobile cellular telephone number assigned to the subscriber; and
- (c) Date of activation of the subscriber's account.

The records in the electronic registration system shall be made available or inspection by authorised Singapore government agencies. In the event that the prescribed electronic registration system is unavailable due to technical failure, the Licensee shall record the particulars stipulated in sub-paragraphs (a) to (c) in the prescribed forms and transfer them into the prescribed electronic registration system within 3 working days from the date the system becomes available again.

- 2.3 IDA reserves the right to require the Licensee to record any other details of its subscribers as necessary through the prescribed electronic registration system.
- 2.4 Before recording the particulars referred to in Condition 2.2 of this Schedule, the Licensee shall:
- (a) where the subscriber is in Singapore, require the production of one of the following for verification
 - (i) the subscriber's identify card issued under the National Registration Act (Cap. 201), Singapore Armed Forces Act (Cap. 295), Police Force Act 2004 (Act 24 of 2004) or the Civil Defence Act (Cap. 42);
 - (ii) the subscriber's passport; or
 - (iii) the subscriber's work permit; and
 - (b) where the subscriber is not in Singapore, the Licensee shall require the production of appropriate documents that are recognised by the authorised establishments in the country of purchase.
- 2.5 The records in the prescribed electronic registration system shall be maintained for a period of not less than 12 calendar months from the date of termination of the Pre-paid PCMT Service to the subscriber.
- 2.6 The Licensee shall only sell Pre-paid PCMT Service to subscribers who are 15 years of age or older.
- 2.7 The Licensee shall not sell more than the prescribed limit of its Pre-paid PCMT Service to a subscriber.

2.8 The Licensee shall maintain Call Detail Records (“CDRs”) of all calls made and received through the Licensee’s Pre-paid PCMT Service which are operated and/or provided in Singapore.

2.9 All CDRs shall be kept by the Licensee in Singapore for a period of not less than 12 calendar months.

3 Registration of Retailers

3.1 The Licensee shall maintain a register containing records of its Pre-paid PCMT Service retailers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the retailer:

(a) Name, business address, and, as applicable, NRIC number or passport number or business registration number of the retailer in Singapore (or, where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead);

(b) Contact telephone number(s) of the retailer; and

(c) Pre-paid PCMT Service number accounts allocated by the Licensee to the retailer for sale.

3.2 The Licensee shall ensure that retailers in Singapore selling its Pre- and 2.7 of this Schedule before sales and submit such information through the prescribed electronic registration system upon verification of documents as set out in Condition 2.4 of this Schedule. For in-flight or overseas sales of the Licensee’s Pre-paid PCMT Service, the Licensee shall ensure that its retailers forward the subscribers’ information set out in Conditions 2.2 and 2.3 of this Schedule to the Licensee within 7 working days from the date of purchase of the Pre-paid PCMT Service and the Licensee shall submit the same upon receipt through the prescribed electronic registration system.

3.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of retailers.

- 3.4 The records in the register shall be kept at the Licensee's premises for a period of not less than 12 calendar months from the date on which the retailer ceases to sell the Pre-paid PCMT Service of the Licensee.

4 Termination of Service

- 4.1 In the event that the Licensee fails to comply with Conditions 2.1, 2.6 or 2.7 of this Schedule, without prejudice to any penalty which may be imposed on the Licensee for failing to comply with any Condition of this Schedule, the Licensee shall terminate the Pre-paid PCMT Service of a subscriber upon 14 days of the sale of the Pre-paid PCMT Service to that subscriber and after giving reasonable notice to the subscriber via Short Message Service ("SMS") or other suitable means.

5 Technical Requirements

- 5.1 The Licensee shall comply with the following technical requirements for all calls made to public emergency services via its Pre-paid PCMT Service:
- (a) The Licensee shall pass Calling Line Identity ("CLI") for all such calls;
 - (b) The Licensee shall not manipulate the CLI of the original calling party and the original calling party CLI shall be passed on in the conveyance of such calls;
 - (c) The Licensee shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party; and
 - (d) The A-bit of the Forward Call Indicator ("FCI") of the Initial Access Message ("IAM") on the ITU-T Signalling System Number 7 ISDN User Part ("ISUP") 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/trunks.