CONDITION FOR ROAMING ONTO PCMTS NETWORKS

XA   **Duty to Provide Roaming**

XA.1   In the event that the Licensee or any person determined by IDA to be related to the Licensee (for the purposes of the procedures and conditions for the allocation of 3G Spectrum Rights) is granted a 3G Spectrum Right by IDA, this Condition XA shall come into force with immediate effect from the date of the 3G Spectrum Right. For the avoidance of doubt, this Condition XA will remain effective irrespective of whether the Licensee or the said related person continues to hold the 3G Spectrum Right.

XA.2   Without prejudice to the generality of any conditions in this Licence, the Licensee shall have the duty to facilitate, allow and provide roaming services to, and at the request of, any 3G Operator approved by IDA to be entitled to such roaming services ("Approved 3G Operator"), in accordance with a roaming agreement referred to in Condition XA.3.

XA.3   In fulfilling its duty prescribed in Condition XA.2, the Licensee, when requested to do so by an Approved 3G Operator, shall in good faith and in compliance with IDA's roaming framework, negotiate and conclude a roaming agreement with the Approved 3G Operator. In addition, the Licensee shall in good faith co-operate with the Approved 3G Operator in relation to the implementation of the roaming agreement to ensure that the Approved 3G Operator is in a position to take reasonable advantage of the roaming agreement.

XA.4   All charges imposed by the Licensee under the roaming agreement shall be subject to approval by IDA in accordance with IDA's roaming framework. IDA reserves the right to determine any charges payable under the roaming agreement.

XA.5   Every roaming agreement shall comply with:

(a)   where applicable, the requirements specified in Condition [X.3]; and

(b)   IDA's roaming framework, arrangements and requirements, including all relevant Codes of Practice, directions and

notifications, which IDA may issue from time to time, in relation to roaming services.