

**SERVICES-BASED OPERATOR (INDIVIDUAL) LICENCE TO PROVIDE
TELECOMMUNICATION SERVICES GRANTED BY
THE
INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY OF
SINGAPORE TO
_____PTE LTD
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)
ON _____**

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**SERVICES-BASED OPERATOR (INDIVIDUAL) LICENCE TO PROVIDE
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PART I: THE LICENCE

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”) issued this licence (hereinafter referred to as “the Licence”) to _____ **Pte Ltd** (hereinafter referred to as “the Licensee”) to establish, install, maintain and operate a telecommunication system (hereinafter referred to as “the System”) for the provision of the telecommunication services (hereinafter referred to as “the Services”) specified in Schedule A, subject to the terms and conditions set out herein and where applicable, the specific terms and conditions set out in Schedule B.

1 Duration of Licence

- 1.1 The Licence shall come into force on the date hereof and shall be valid for a period of 5 years from the date hereof (hereinafter referred to as “the Licence Period”) unless suspended or cancelled by IDA in accordance with Condition 30 or terminated by the Licensee in accordance with Condition 32.
- 1.2 The Licence may be further renewed on a 5-yearly basis on the expiration of the Licence Period upon the Licensee’s application and such renewal shall be subject to such terms and conditions as IDA may specify under Section 5 of the Act.

2 Payment of Licence Fee

2.1 The Licensee shall pay to IDA an annual fee which is based on the audited annual gross turnover (“AGTO”) for the provision of the services during the Licensee’s financial year. The annual fee payable shall be the total of –

(a) a minimum sum of \$4,000;

(b) 0.5% of such amount of the Licensee’s audited AGTO for the provision of the services during the Licensee’s financial year that is more than \$50 million up to \$100 million; and

(c) 0.8% of such amount of the Licensee’s audited AGTO for the provision of the services during the Licensee’s financial year that is more than \$100 million,

PROVIDED THAT if the only service approved by IDA under the Licence is live Audiotex service, the Licensee shall pay a licence fee of \$200 for the duration of the Licence Period.

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 Licence Period.

2.3 For the first year of operation, the minimum annual licence fee of \$4,000 shall be payable by the Licensee within 2 weeks of the grant of the Licence and shall be adjusted at the end of the Licensee’s financial year based on the Licensee’s audited accounts submitted to IDA provided that if the only service approved by IDA under the Licence is live Audiotex service, the licence fee of \$200 shall be payable by the Licensee within 2 weeks of the grant (or prior to or on the date of renewal, if approved by IDA, as the case may be) of the Licence.

2.4 For the subsequent years, the annual licence fee based on the last available audited accounts, shall be paid in advance on the first day of the Licensee’s financial year, subject to the minimum fee of \$4,000 and subject to adjustment when more recent audited accounts are available.

- 2.5 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.
- 2.6 The Licensee shall submit to IDA an audited AGTO statement, not later than 6 months after the end of each financial year. For the avoidance of doubt, this Condition 2.6 shall not apply if the only service approved by IDA under the Licence is live Audiotex service.
- 2.7 In the event that the Licensee fails to submit its audited AGTO statement within the timeframe stipulated in Condition 2.6, the Licensee shall be under a continuing obligation to submit the same immediately notwithstanding any penalties imposed by IDA for breach of Condition 2.6 or this Condition 2.7. For the avoidance of doubt, this Condition 2.7 shall not apply if the only service approved by IDA under the Licence is live Audiotex service.

3 Provision and Update of Information

3.1 The Licensee shall notify IDA of any change or inaccuracy in the information and particulars submitted to IDA, including changes to its name, address and contact particulars, within five (5) days of such change. For the avoidance of doubt, this condition does not relieve the Licensee of its obligation to obtain IDA's prior approval specified under any other conditions in the Licence.

3.2 Where the Licensee collects money deposits or issue prepaid cards for the collection of payment from its customers for any prepaid services, the Licensee shall provide IDA with the hotline enquiry number for that service and update IDA of any change to the number within five (5) days of such change.

4 Licence is not Transferable

4.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under the Licence to any person except with the prior written approval of IDA.

4.2 Any approval given by IDA under Condition 4.1 shall be subject to such terms and conditions as IDA may, in its discretion, impose.

5 Description of System and Services

5.1 The Licensee shall establish, install, maintain and operate the System and provide the Services as described in Schedule A and shall not:

- (a) make changes to the System and the Services; and/or
- (b) establish, install, maintain and operate any telecommunication system and/or provide any telecommunication service not described in Schedule A,

except with the prior written approval of IDA.

5.2 Where the Licensee intends to:

- (a) make changes to the System and/or the Services; and/or
- (b) introduce a new telecommunication system and/or telecommunication service,

the Licensee shall, for the purposes of obtaining IDA's prior written approval, provide IDA with such technical and non-technical information as may be required by IDA within such period as may be specified by IDA.

5.3 Any approval given by IDA under Condition 5.1 shall be subject to such terms and conditions as IDA may, in its discretion, impose.

PART II: TECHNICAL OBLIGATIONS

6 Use of Telecommunication Equipment in the System

- 6.1 Prior to the operation of the System, the Licensee shall, in accordance with Section 9 of the Act, submit for IDA's written approval, any equipment (including the technology deployed) which is part of the System or which is to be connected to the System.
- 6.2 The Licensee shall seek IDA's prior written approval for any other equipment (including any new technology or change in any technology deployed) to be used in the operation of the System or that is to be part of the System or which is to be connected to the System and for which 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.

7 Telecommunication Links Outside the Licensee's Premises

- 7.1 The Licensee shall not establish or provide any telecommunication links outside of the Licensee's premises, whether by wire, cable, radio, fibre optics or otherwise, connecting the System to any other telecommunication system or equipment without the prior written approval of IDA. For the avoidance of doubt, this Condition 7.1 shall not apply to any internal telecommunication links within the Licensee's premises.
- 7.2 The Licensee shall only obtain such telecommunication links outside of the Licensee's premises from a licensed Facilities-Based Operator ("FBO") or a Services-Based Operator ("SBO") licensed to resell leased circuit services.

8 Operation of Radio-communication Stations

- 8.1 The Licensee shall apply for and obtain all necessary rights and licences required under the Telecommunications (Radio-communication) Regulations for the operation of any radio-communication station or

network comprised in the System and shall comply with the terms and conditions imposed thereunder, including the payment of all applicable fees, licence fees and frequency fees for the allocation and management of frequencies by IDA.

- 8.2 The Licensee shall obtain IDA's prior written approval before making any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of any radio-communication station or network comprised in the System.
- 8.3 The Licensee shall ensure that the height of the antenna of any radio-communication station comprised in the System 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 radio-communication station or network comprised in the System will not cause interference to or receive interference from other telecommunication systems operating within or outside of Singapore.

9 Use of Radio Frequencies

- 9.1 Subject to the Act, the Info-communications Development Authority of Singapore Act (Chapter 137A) (hereinafter referred to as "the IDA Act"), the Telecommunications (Radio-communication) Regulations and Conditions 8 and 9 of the Licence, the Licensee shall:
- (a) justify to IDA its request for the use of any radio frequency;
 - (b) use the radio frequencies allocated and granted to the Licensee to enable the effective and efficient operation of the System and the provision of the Services; and
 - (c) in its discretion, use any part of the radio frequencies allocated and granted to the Licensee for the purposes of managing interference (including the provisioning for a guard band(s)).

- 9.2 The Licensee shall take all necessary steps to ensure that the use of the System 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 the System and the radio-communication stations and networks comprised therein are adequately protected from interference that may be caused by other radio-communication stations or networks operating in the same area or radio frequency band or in other areas or radio frequency bands.
- 9.3 The Licensee shall co-operate with 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 station and network comprised in the System.

PART III: ACCESS AND INTERCONNECTION OBLIGATIONS

10 Requirement 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 System.
- 10.2 The Licensee may, with the prior written 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 System.
- 10.3 The Licensee shall comply with IDA's interconnection and access framework, arrangements and requirements including all applicable codes of practice, guidelines, directions and other instruments which IDA may issue from time to time.

11 Connection to Other Systems

- 11.1 The Licensee shall connect to the System 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 System; and
 - (b) any public or private telecommunication system approved, licensed or exempted from approval or licensing by IDA and that meets any other requirements which IDA may impose from time to time.
- 11.2 Notwithstanding Condition 11.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or telecommunication 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 telecommunication system.

11.3 The terms and conditions for the connection of any equipment or telecommunication system to the System shall be determined by agreement between the Licensee and the owner or operator of such equipment or telecommunication system except in so far as the terms and conditions are prescribed in or required by the Act, the Licence and/or applicable codes of practice, guidelines, directions and other instruments which IDA may issue from time to time.

12 Arrangements for Connection to the System

12.1 The Licensee shall not impose any condition (whether technical or otherwise) or employ any arrangement, other than those required to be imposed by IDA, for the connection of any equipment or telecommunication system to the System. In particular, the Licensee shall not, except where IDA is satisfied that it is reasonable, exercise any Intellectual Property Rights (as defined hereinafter) which it owns or is licensed to use, in a manner which prevents or inhibits the connection of any approved, licensed or exempted equipment or telecommunication system to the System.

12.2 In Condition 12.1, “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.

- (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 Subject to Condition 5, the Licensee shall give written notice to IDA and all affected parties of any change it intends to implement in the specification or performance of the System which would require changes to any equipment or telecommunication system connected to the System or which would have the effect of making such connection inoperable. The period of notice to be given shall be decided in consultation with IDA and shall take into account the likely impact on the affected parties and on the connected equipment or telecommunication system.

- 13.2 Subject to Condition 5, where IDA is of the view that a change in the System referred to in Condition 13.1 would likely cause another person licensed to provide telecommunication services in Singapore to make material changes to its telecommunication systems in order to connect its telecommunication systems to the System and IDA notifies the Licensee thereof, the Licensee shall obtain the prior written approval of IDA before implementing such a change and shall comply with such terms and conditions as IDA may, in its discretion, impose.

PART IV: SERVICE OBLIGATIONS

14 Price Regulation/Quality of Service Standards

- 14.1 IDA may from time to time establish price control arrangements and quality of service standards applicable to the Services provided by the Licensee and the Licensee shall comply with such arrangements and standards.
- 14.2 IDA may from time to time require the Licensee to maintain separate financial data and accounts for the Services provided by the Licensee and the Licensee shall comply with such requirements. At IDA's request, the Licensee shall submit its financial data and accounts to IDA for inspection and verification.
- 14.3 IDA may from time to time require the Licensee to file with IDA for approval its service schemes (including price and non-price terms and conditions) for the provision of the Services prior to any commercial launch or public announcement of the Services. Any approval given by IDA shall be subject to such terms and conditions as IDA may, in its discretion, impose.

15 Publication of Charges, Terms and Conditions and Other Information

- 15.1 The Licensee shall make publicly available information about the Services it provides. Such information shall include, *inter alia*, description and pricing of the Services available, the terms and conditions thereof and any other commercial and technical services, and such other information as IDA may require the Licensee to publish in relation to the Services.

16 Confidentiality of Subscriber Information

- 16.1 The Licensee shall respect and ensure the confidentiality of subscriber information except under the following circumstances:

- (a) where sharing of subscriber information with other licensees is necessary to detect, prevent or investigate into fraud;
- (b) where disclosure of subscriber information is deemed necessary by IDA or such other relevant law enforcement or security agencies in order to carry out their respective functions or duties; and
- (c) where use of subscriber information is in accordance with applicable codes of practice, guidelines and directions which IDA may issue from time to time relating to the protection and confidentiality of subscriber information.

17 Establishment of Resale Services

- 17.1 Subject to the Act, the Licence and applicable codes of practice, guidelines and directions which IDA may issue from time to time, the Licensee may establish marketing and distribution schemes for the resale of the Services on the condition that the resale agencies shall not market themselves as licensees providing the Services, but as appointed resellers of the Licensee to market and promote the Services on the Licensee's behalf.
- 17.2 Where IDA is satisfied that any reseller of the Services has breached any term or condition of the resale agreement with the Licensee, or contravened the Act or applicable codes of practice, guidelines or directions issued by IDA, IDA may direct the Licensee to suspend or revoke the said resale agreement and the Licensee shall comply with such direction within such time as may be specified by IDA.
- 17.3 IDA may issue directions to the Licensee in respect of any term and condition of its resale agreements and the Licensee shall comply with such directions within such time as may be specified by IDA and where applicable, notify its resellers immediately. For the purposes of this Condition 17, every resale agreement entered into by the Licensee with a reseller must include a provision subjecting the resale agreement to such directions as IDA may issue from time to time.

18 Assignment of Telephone Numbers

- 18.1 The Licensee shall comply with IDA's National Numbering Plan and IDA's framework and guidelines on the usage, allocation and assignment of numbers.
- 18.2 Any telephone number allocated or assigned to the Licensee remains the property of IDA and the Licensee shall have no proprietary right to any of the telephone numbers so allocated or assigned. The Licensee shall take all necessary steps to ensure that the telephone numbers allocated or assigned are efficiently utilised.
- 18.3 IDA reserves the right to alter, reallocate and/or reassign any telephone number previously allocated or assigned to the Licensee at any time upon written notice to the Licensee and IDA shall not be liable to any person for any loss or inconvenience directly or indirectly attributable to the alteration, reallocation and/or reassignment of such telephone number.

PART V: OTHER OBLIGATIONS

19 Codes of Practice

- 19.1 The Licensee shall comply with every applicable code of practice and additional or supplemental guidelines which IDA may issue from time to time.

20 Accounting Separation

- 20.1 The Licensee shall comply with the practices, principles and requirements set out in the accounting separation guidelines established by IDA and any other additional or supplemental guidelines which IDA may issue from time to time.

21 Restriction Against Undue Preference, Unfair Advantage and Undue Discrimination

- 21.1 The Licensee shall not show undue preference towards or exercise undue discrimination against any person or class of persons in respect of, inter alia, any of the price and performance characteristics of the Services provided or any term and condition under which the Services are provided. In particular, the Licensee shall not give any undue preference to, or receive any unfair advantage from, a business carried on by the Licensee, the Licensee's associated or affiliated company, or any other 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.

22 Restriction Against Anti-Competitive Arrangements

- 22.1 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 System or the provision of the Services by the Licensee or any other telecommunication system and/or service licensed by IDA.

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

- 23.1 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 the Licence to share in any benefit of, or otherwise gain any right or privilege under the Licence, or which would otherwise result in a breach or circumvention of Condition 4.1, the Licensee shall seek IDA's prior written approval before entering into such joint venture, association, contract or arrangement and IDA's approval shall be subject to such terms and conditions as IDA may, in its discretion, impose.
- 23.2 IDA may, at any time, direct the Licensee to effect any change it deems necessary in any term and condition of the joint venture, association, contract or arrangement referred to in Condition 23.1. If the Licensee fails to effect the necessary changes required by IDA, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement and the Licensee shall comply with such direction within such time as may be specified by IDA. For the purposes of this Condition 23, every such joint venture, association, contract or arrangement must include a provision subjecting the joint venture, association, contract or arrangement (as the case may be) to such directions as IDA may issue from time to time.
- 23.3 Nothing in Condition 23.1 shall be construed as requiring the Licensee to obtain the approval of IDA for the appointment of agents or for the engagement of independent contractors or sub-contractors to carry out any work or provide any service which enables the Licensee to discharge its duties and obligations under the Licence provided that the Licensee shall be liable to IDA for any act, omission, default, neglect or otherwise of the agents, independent contractors or sub-contractors in carrying out any such work or providing any such service.

24 Ownership, Shareholding and Management Arrangements

- 24.1 The Licensee shall notify IDA within five (5) days from any change in:
- (a) the appointment of its Chairman, Board of Directors or Chief Executive Officer, or
 - (b) the ownership of any share or interest in the Licensee which would result in any person (the “acquiring party”) owning, whether legally or beneficially, at least 30 percent of the Licensee or its issued voting shares.
- 24.2 A notification in relation to Condition 24.1(b) shall include details of the change in ownership including the name of the acquiring party, the percentage of the Licensee that the acquiring party owned prior to the acquisition and the percentage of the Licensee that the acquiring party owns after the acquisition.

25 Dispute Resolution

- 25.1 In the event that the Licensee fails to reach an agreement with other telecommunication licensees on matters relating to the requirements of the Act, the Licence, applicable codes of practice, guidelines or directions issued by IDA from time to time, the dispute shall be referred to and be determined by IDA, whose decision shall be final and binding on all parties concerned. For the avoidance of doubt, IDA shall determine such disputes in its capacity as the regulatory authority and not as an arbitrator.
- 25.2 IDA reserves the right to levy a fee for any work undertaken in this respect.

26 Provision of Information to IDA

- 26.1 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.
- 26.2 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 26.2 to IDA for inspection and verification.
- 26.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by IDA pursuant to Condition 26.1, as well as the fact that IDA has requested for such document and/or information.
- 26.4 IDA may use and disclose any such document or information provided to IDA pursuant to Condition 26.1 as IDA deems fit. Where IDA proposes to disclose any document or information obtained pursuant to Condition 26.1 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.

27 National Emergency and Security

- 27.1 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.

27.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 27.1 as well as the fact that IDA has requested the Licensee to participate in such emergency activities and preparations.

27.3 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.

28 International Obligations

28.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under the 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.

28.2 IDA shall notify the Licensee from time to time of any such convention, agreement, arrangement or treaty to which Condition 28.1 applies for the Licensee's compliance.

29 Direction by IDA

29.1 In exercise of its powers, functions and/or duties under the Act, the IDA Act, such other applicable written law in force in Singapore and/or the Licence, IDA may from time to time issue directions to the Licensee and the Licensee shall comply with such directions within such time as may be specified by IDA.

29.2 IDA may, by written notice to the Licensee, amend, vary or revoke either wholly or in part any direction issued pursuant to Condition 29.1 and the Licensee shall, at its own expense, comply with such amended, varied or revoked direction accordingly.

29.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions issued 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 necessary precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

**PART VI: SUSPENSION, CANCELLATION, VARIATION AND
TERMINATION**

30 Penalty Framework for Breach of Licence Conditions

30.1 IDA may, upon the occurrence of any of the events specified in Section 8 of the Act, issue a written order and/or impose a financial penalty on the Licensee or suspend and/or cancel the Licence in whole or in part and/or reduce the period for which the Licence is to be in force in accordance with Section 8 of the Act.

31 Variation of Terms of Licence

31.1 Pursuant to Section 7(1) of the Act, IDA may vary or amend any of the terms and conditions of the Licence by giving the Licensee at least 1 month's prior written notice.

32 Termination of Licence

32.1 In the event that the Licensee desires to terminate the Licence or any of the Services it provides, the Licensee must obtain IDA's prior written approval. For the purposes of this Condition 32.1, the Licensee shall give IDA 6 months prior written notice if it intends to terminate the Licence and 3 months prior written notice if it intends to terminate any of the Services it provides. In the case where the Licensee intends to terminate all of the Services it provides under the Licence, the Licensee shall be deemed as intending to terminate the Licence.

33 Rights Upon Termination, Suspension or Cancellation

33.1 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 in force in Singapore 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.

34 Exceptions and Limitations on Obligations

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

- (a) malfunction or failure of any equipment where IDA determines that reasonable measures were taken beforehand to prevent such malfunction or failure;
- (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 in a timely manner any factor preventing compliance with its obligations and the Licensee shall immediately resume compliance with its obligations as soon as the factor which prevented such compliance thereof is resolved.

35 Compliance with the Law

35.1 The Licensee shall observe and comply with the IDA Act, the Act and such other applicable written law in force in Singapore.

35.2 Nothing in the 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.

36 Governing Law

36.1 The Licence shall be governed by and construed in accordance with the laws of Singapore.

37 Service of Notices

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

38 Severability

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

Dated this _____

**Director-General (Telecoms & Post)
For Chief Executive Officer
Info-communications Development Authority of Singapore**

SCHEDULE OF INTERPRETATION

In the Licence, unless the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa, and words importing one gender include the other gender and vice versa;
- (b) The headings to the provisions of the Licence are for convenience of reference only and are not part of the Licence and shall not, in any way affect the interpretation thereof;
- (c) Unless the context otherwise requires, any word or expression used in the Licence shall have the same meaning as ascribed to it in the Act;
- (d) Any reference to Conditions and Schedules are to conditions and schedules to the Licence;
- (e) Any reference in the Licence to the Act or the IDA Act shall include any re-enactment, and amendment thereof and any regulation made thereunder;
- (f) Any reference in the Licence to any regulation made under the Act shall include any regulation made under the repealed Telecommunication Authority of Singapore Act (Cap. 323), until such regulation is revoked or repealed by subsidiary legislation made under the Act;
- (g) Any reference in the Licence to a person shall be deemed to include natural and legal persons;
- (h) Any reference to monetary amounts in the Licence shall be deemed to be denominated in Singapore Dollars; and
- (i) Any reference to any code of practice, framework, guideline or any other rule, document or written instrument promulgated by IDA shall include any amendment thereof.

SCHEDULE A

THE SYSTEM AND SERVICES

1 THE SYSTEM

- 1.1 The System established shall be as stated in the Licensee's application for the Licence dated _____ and in its letter/submission dated _____.

2 THE SERVICES

- 2.1 The Services provided shall be as stated in the Licensee's application for the Licence dated _____ and in its letter/submission dated _____, as follows:

- a) International Simple Resale Services;
- b) Resale of Leased Circuit Services;
- c) Public Internet Access Services;
- d) Internet Exchange Services;
- e) Virtual Private Network Services;
- f) Managed Data Network Services;
- g) Mobile Virtual Network Operation;
- h) Live Audiotex Services;
- i) Prepaid Services;
- j) Global Mobile Personal Communications by Satellite (GMPCS) Services;
- k) IP Telephony Services;
- l) Voice and Data Services with Masking of Calling Line Identity;
- m) Satellite Mobile Telephone or Data Services;
- n) Mobile Communications on Aircraft;
- o) Machine-To-Machine (M2M) Services; and
- p) White Space Geo-Location Database Services.

- 2.2 The Licensee [is] [is not] permitted by IDA to collect monetary deposits or issue prepaid cards for the collection of payment from its customer for the provision of the Services.

SCHEDULE B

With reference to the System and Services described in Schedule A, the Licensee shall comply with the specific terms and conditions set out in the applicable Annexes 1 - 19 to this Schedule B. Please note that Annexes 7, 9 and 10 are deliberately left blank and not included in this Schedule.

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SPECIFIC TERMS AND CONDITIONS FOR INTERNATIONAL SIMPLE RESALE SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to establish, install and maintain a telecommunication facility or system for the provision of the International Simple Resale (“ISR”) services defined in Condition 1.2 of this Annex 1.
- 1.2 ISR is an alternative International Direct Dial (“IDD”) service provided by a Services-Based Operator (“SBO”) to customers using the international transmission facilities, such as frame-relay, ATM and leased circuits, owned by Facilities-Based Operators (“FBOs”). In the case of outgoing calls (originating from Singapore), the SBO collects traffic from the public telecommunication network of any FBO which owns international transmission facilities, transfers it to a line leased from any FBO and passes it over to a public telecommunication operator in an overseas country who will then deliver the calls to their destinations. The ISR therefore involves the carrying of international calls between two ends of the public telecommunication network through international leased circuits, frame-relay circuits, ATM or other international transmission facilities.

2 Fair Competition

- 2.1 The Licensee shall not enter into any agreement or arrangement with any supplier of international public switched services in another country, that has the effect of substantially and effectively distorting competition in the supply of international telecommunication services between that country and Singapore.

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3 International Settlement Regime

- 3.1 The Licensee shall comply with IDA's Guidelines on International Settlement Regime.

4 Metering

- 4.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the Services provided under the Licence is accurate and reliable.
- 4.2 Under the written request of IDA, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by IDA. The Licensee shall submit the test results to IDA within 14 days after the date of the test or within such other period as may be specified by IDA.

5 Short Access Code

- 5.1 The Licensee may apply for a 4-digit access code that allows callers to gain access to the ISR services. The allocation of the access code will be subject to the availability of such codes and consideration for other usage. The Licensee shall ensure that the access code allocated is used efficiently and effectively.

SCHEDULE B

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6 Quality of Service

6.1 The Licensee shall comply with the following minimum Quality of Services (“QoS”) standards for the international voice and/or data services provided:

(a) at least 95% of calls should not have a post dialing delay of more than 25 seconds; and

(b) at least 90% of calls made are able to seize a circuit.

6.2 IDA reserves the right to modify the above-mentioned standards from time to time, and the Licensee shall comply with such modified standards accordingly.

7 Service Registration

7.1 The Licensee shall provide procedures for service application or registration before any service activation to ensure that subscribers are properly signed up for the international call services and that the right parties are being billed. For the avoidance of doubt, this Condition 7.1 does not apply to prepaid card services.

8 Call Barring Facilities

8.1 The Licensee shall provide international call barring facilities to any consumer who wishes to bar the Licensee's international call services, regardless of whether the consumer is a subscriber of any service provided by the Licensee, to further prevent any unauthorised or fraudulent activation of international call services.

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Annex 2
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SPECIFIC TERMS AND CONDITIONS FOR RESALE OF LEASED CIRCUIT SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to subscribe to the services from Facilities-Based Operators (“FBOs”) licensed by IDA and to either resell the services; or to share the leased circuits with other companies for the conveyance of its own telecommunication traffic.
- 1.2 The Licensee may resell leased circuit services to the following 2 categories of customers:
- a) customers who are not holders of any Services-Based Operator (“SBO”) or Facilities-Based Operator (“FBO”) licence – The Licensee shall ensure that such customers do not use the leased circuit services for the carriage of any third party traffic or to offer any form of public switched telecommunication services over the leased circuits. The leased circuits shall not be connected to any public switched networks at either or both ends of the circuit(s), whether in Singapore or in other countries. Only direct, point-to-point leased circuit connections between Singapore and the final destination for corporate communication of the customers is allowed.
 - b) customers who are holders of SBO or FBO licences – Such customers may connect the leased circuits provided by the Licensee to any public switched networks at either or both ends of the circuit(s) for the provisioning of the Services such as international simple resale.

2 Declaration of Usage

- 2.1 The Licensee shall also ensure that the customers declare, in writing, the usage of the leased circuit and their compliance with all licensing and regulatory conditions and requirements of IDA. The Licensee shall terminate its agreement with the customers if such customers are found to infringe any term and condition of the Licence or any provision of the Act.

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3 Registration of the Customers

- 3.1 The Licensee shall maintain a register containing records of the customers and their particulars which shall be made available for inspection by IDA. The particulars should include the customer's name, address, Certificate of Incorporation or Business Registration Number and details of the services provided, such as international leased circuit speeds and destinations.
- 3.2 The register shall be kept at the Licensee's premises for a period of not less than 12 calendar months from the date of termination of the Services to the customer.

4 Marketing

- 4.1 The Licensee shall state clearly in all marketing and promotional communications that the Licensee is a leased circuit reseller.

5 Quality of Service

- 5.1 The Licensee shall comply with the Quality of Service standards established by IDA.

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SPECIFIC TERMS AND CONDITIONS FOR PUBLIC INTERNET ACCESS SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to establish, install and maintain a public Internet access facility or system for the provision of public Internet access services in Singapore.

2 Electronic-mail Address Portability

- 2.1 The Licensee shall at its own expense, comply with any guidelines established by IDA, on electronic-mail address portability required to be implemented by the Licensee.

3 Content

- 3.1 The Licensee shall comply with any term and condition as may be imposed by the Media Development Authority (“MDA”) for the content that is transmitted through the System.

4 Publication of Information in Relation to Broadband Internet Access Services

- 4.1 The Licensee shall comply with such frameworks as may be established by IDA for the publication of information pertaining to broadband Internet access services offered by the Licensee, including but not limited to the access speeds, throughput, round-trip latency, webpage loading time and any other information that IDA may require the Licensee to publish.

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SPECIFIC TERMS AND CONDITIONS FOR INTERNET EXCHANGE SERVICES

1 Scope of Services

- 1.1 An Internet Exchange is a physical interconnection site for any operator, except a holder of a Services-Based Operator (Class) Licence, to link to the global Internet backbone that serves as a form of international transmission media. Such an exchange aggregates the operators' traffic before sending it via leased circuits to the Internet backbone in the US or other countries, thus reducing the need for each operator to set up its own direct links. An Internet Exchange may also act as a connection point for the exchange of local traffic between operators within Singapore.
- 1.2 Any interested party may apply for a Services-Based Operator (Individual) Licence to establish, install and maintain an Internet Exchange facility or system for providing high-speed bandwidth connections to the Internet backbone to any operator licensed by IDA, except holders of an Services-Based Operator (Class) Licence, or to operators and corporations operating overseas.

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SPECIFIC TERMS AND CONDITIONS FOR VIRTUAL PRIVATE NETWORK SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to establish a private network for the customers over a Facilities-Based Operator's ("FBO") international switching and transmission facilities or the Internet access facilities of a Services-Based Operator ("SBO"), for the purposes of providing telecommunication (including voice and data) services.

2 Technical Compatibility

- 2.1 The Licensee shall comply with any technical specifications prescribed by IDA for the purposes of ensuring technical compatibility, avoiding technical harm to the telecommunication network of any FBO or preventing safety hazards to the personnel in the connection of telecommunication equipment and/or systems to the network.

3 Metering

- 3.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the Services provided under the Licence is accurate and reliable.
- 3.2 Under the written request of IDA, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by IDA. The Licensee shall submit the test results to IDA within 14 days after the date of the test or within such other period as may be specified by IDA.

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SPECIFIC TERMS AND CONDITIONS FOR MANAGED DATA NETWORK SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to establish, install and maintain a telecommunication facility or system with capabilities for the provision of Managed Data Network Services (“MDNS”) defined in Condition 1.2 of this Annex 6.
- 1.2 The MDNS is a service operated by a Services-Based Operator (“SBO”) which, through the use of leased circuits subscribed from a Facilities-Based Operator (“FBO”) or a SBO licensed to resell leased circuit services, establishes and manages the services, circuits and networks for the conveyance of data and voice messages, on behalf of customers. The conveyance of messages may not necessarily involve format, code and protocol conversion. The MDNS includes at least 1 or more of the following types of features:
- (a) co-ordination with telecommunication operators in the establishment and management of private circuits and networks;
 - (b) provision of circuit capacity or bandwidth upon customer demand;
 - (c) fault or traffic congestion monitoring;
 - (d) alternative routing provision for fault restoration or relief of traffic congestion; and/or
 - (e) a single point of contact for customers and a single bill.

2 Technical Compatibility

- 2.1 The Licensee shall comply with any technical specifications prescribed by IDA for the purposes of ensuring technical compatibility, avoiding technical harm to the telecommunication network and/or systems of FBOs or preventing safety hazards to personnel in the connection of telecommunication equipment and/or systems to the network.

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3 Metering

- 3.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the Services provided under the Licence is accurate and reliable.

- 3.2 Under the written request of IDA, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by IDA. The Licensee shall submit the test results to IDA within 14 days after the date of the test or within such other period as may be specified by IDA.

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SPECIFIC TERMS AND CONDITIONS FOR MOBILE VIRTUAL NETWORK OPERATION

1 Scope of Services

- 1.1 The Licence enables the Licensee to operate as a Mobile Virtual Network Operator (“MVNO”). A MVNO is an operator who provides mobile subscription and call services to its customers with no allocation of spectrum. The MVNO must use part of the networks of a mobile operator licensed by IDA as a Facilities-Based Operator (“FBO”) to originate and deliver its customers’ calls. The MVNO must pay such FBO for the use of the network and/or the essential radio segment of the network(s).

2 Public Emergency Call Services

- 2.1 The Licence shall ensure that any person through functioning mobile terminal equipment 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.

3 Number Portability

- 3.1 The Licensee shall implement number portability from commencement of provision of the Service.
- 3.2 The Licensee shall at its own expense, comply with any requirement and guidelines established by IDA on number portability required to be implemented by the Licensee.

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4 Quality of Service Standards

- 4.1 IDA reserves the right to establish minimum quality of service standards for the Services provided by the Licensee with which the Licensee shall comply.

5 Minimum Age of Customers

- 5.1 The Licensee shall not provide the Services to any person below the age 15 years.

6 Registration of Customers of Prepaid SIM Cards

- 6.1 The Licensee shall work with the mobile operator whose networks it uses to provide the Services to ensure the maintenance of a register containing records of every customer that purchases the Licensee's prepaid SIM cards which shall be made available for inspection by authorised Singapore government agencies. The register shall contain the following particulars of the customers:

- (a) name, address and as applicable, NRIC number, 11B number, passport number, work permit number, relevant pass number¹ or business registration number (or, where the customer 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 number assigned to the customer; and
 - (c) date of activation of the customer's account.
- 6.2 IDA reserves the right to require the Licensee to record any other details as necessary in its register of customers.

¹ The relevant pass number refers to the nine (9) additional documents spelt out in proposed Condition 6.3 (a).

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6.3 Before recording the particulars referred to in Condition 6.1 of this Annex 8, the Licensee shall:

(a) where the customer is in Singapore, require the production of the customer's identity card issued under the National Registration Act (Cap. 201), the Singapore Armed Forces Act (Cap. 295), the Police Force Act (Cap 235), the Civil Defence Act (Cap. 42), passport or the following documentation as applicable:

- (i) S Pass
- (ii) Employment Pass
- (iii) EntrePass
- (iv) Training Employment Pass
- (v) Personalised Employment Pass
- (vi) Work Holiday Pass
- (vii) Dependant's Pass
- (viii) Long Term Pass
- (ix) Student's Pass

and make and keep a photocopy of such evidence of identity; or

(b) where the customer is not in Singapore, the Licensee shall use its best efforts to verify the identity of the customer through appropriate documents that are recognised by the authorised establishments in the country of purchase.

6.4 The records in the register shall be kept by the Licensee for a period of not less than 12 calendar months from the date of termination of the Services to the customer.

7 Registration of Retailers of Prepaid SIM Cards

7.1 The Licensee shall:

(a) distribute its prepaid SIM cards only to its authorised retailers; and

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- (b) allocate its prepaid SIM cards to such retailers based on actual sales and activation.
- 7.2 The Licensee shall maintain a register containing records of every retailer of its prepaid SIM cards 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, passport number or business registration number of the retailer in Singapore;
 - (b) 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;
 - (c) contact telephone number(s) of the retailer; and
 - (d) prepaid cellular mobile number accounts allocated by the Licensee to the retailer for sale.
- 7.3 The Licensee shall ensure that the retailers selling its prepaid SIM cards obtain the information and observe the requirements set out in Conditions 6.1, 6.2 and 6.3 of this Annex 8. Where the Licensee's retailer conducts in-flight or overseas sales of the Licensee's prepaid SIM cards, the Licensee shall ensure that such retailer forwards the customer's records to the Licensee within 7 working days from the date of purchase.
- 7.4 IDA reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 7.5 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 Licensee's prepaid SIM cards.

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8 Access to the Registration Information

- 8.1 The Licensee shall ensure that all electronic systems (including systems used by its authorised retailers) connected to and used for the purposes of maintaining the registers of customers and retailers of prepaid SIM cards under Conditions 6 and 7 of this Annex 8 are in compliance with the ISO/IEC 27002:2005 Code of Practice for Information Security Management.
- 8.2 The Licensee shall maintain records of all access to the registers of customers and retailers of prepaid SIM cards. The records shall include the name, user ID and employer company of any person accessing the registers, the date and time of each incidence of access by such person, and any other information which IDA may require the Licensee to include from time to time.
- 8.3 The records of access referred to in Condition 8.2 of this Annex 8 shall be submitted to IDA and/or authorised Singapore government agencies for audit checks where required by IDA and/or authorised Singapore government agencies.
- 8.4 The registers of customers and retailers of prepaid SIM cards shall reside in Singapore. The Licensee shall not replicate or allow there to be any replication of the registers of customers and retailers of prepaid SIM cards without the prior written approval of IDA.
- 8.5 IDA reserves the right to require the Licensee to comply with any other security requirements as necessary on the registers of customers and retailers of prepaid SIM cards.

9 Service Registration for Post-Paid SIM Cards

- 9.1 The Licensee shall provide procedures for service application or registration before any service activation to ensure that subscribers are properly signed

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up for the Services provided through post-paid SIM cards and that the right parties are being billed.

- 9.2 The Licensee shall maintain a register containing records of every subscriber which shall be made available for inspection by authorised Singapore government agencies. The register shall contain the following particulars of the subscribers:
- (a) name, date of birth, address and as applicable, NRIC number, 11B number, passport number, work permit number or business registration number;
 - (b) mobile cellular number assigned to the subscriber; and
 - (c) dates of activation and termination of the subscriber's account.
- 9.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.
- 9.4 Before recording the particulars referred to in Condition 9.2 of this Annex 8, the Licensee shall require the production of the subscriber's identity card issued under the National Registration Act (Cap. 201), the Singapore Armed Forces Act (Cap. 295), the Police Force Act (Cap 235), the Civil Defence Act (Cap. 42), passport or Employment Pass as applicable and make and keep a photocopy of such evidence of identity.
- 9.5 The records in the register shall be kept by the Licensee for a period of not less than 12 calendar months from the date of termination of the Services to the subscriber.

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SPECIFIC TERMS AND CONDITIONS FOR LIVE AUDIOTEX SERVICES

1 Scope of Services

- 1.1 The Licensee shall establish, install, maintain and operate the value-added network (“VAN”) that connects callers to a live operator which provides information or advice on specific topics over the telephone.
- 1.2 Access to the VAN by a caller shall be gained only through a public switched telephone network belonging to a Facilities-Based Operator (“FBO”) licensed by IDA.
- 1.3 The Licensee shall not connect private international leased circuits belonging to the licensed FBO to the VAN without the prior approval of IDA.
- 1.4 The Licensee shall ensure the VAN and/or the private leased circuits are used solely for the purpose of transportation and/or delivery of the live Audiotex services.

2 Transmission of the Live Audiotex Services

- 2.1 The Licensee shall comply with the following transmission standards in the delivery of the announcement or programme :
 - (a) there shall be no delay in starting the announcement or programme when a call is connected;
 - (b) each of the live Audiotex services shall be assigned a different telephone number;
 - (c) there shall be no interruptions during the announcement or programme;
and
 - (d) such other standards as may be specified by IDA.

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- 2.2 The Licensee shall ensure that the number of attempted calls at any time does not significantly exceed the number of call-in lines for the live Audiotex services and shall subscribe for additional lines from licensed FBOs to adequately handle calls for the live Audiotex services and to prevent congestion to other users of the public switched telephone system.
- 2.3 The Licensee shall not, except with the prior arrangement with the licensed FBOs, organise any mass calling event which will generate a high influx of calls to the live Audiotex services.
- 2.4 The Licensee shall not enable callers to communicate amongst themselves directly in real-time.
- 2.5 The Licensee shall ensure that the VAN and/or the live Audiotex services provided through it are not used for any unlawful purpose.

3 Content and Accuracy of Announcements/Programmes

- 3.1 The Licensee shall be solely responsible for the content and its accuracy and shall obtain all necessary approvals from the relevant authorities in Singapore.
- 3.2 The Licensee shall indemnify and keep indemnified at all times IDA against all claims for libel, slander, infringement of intellectual property rights or any other liability whatsoever arising from or in connection with the information transmitted or received by or through the VAN.

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4 Announcement of Call Duration

- 4.1 The Licensee shall arrange for the live operator to announce the call duration to callers at regular intervals of a maximum of 15 minutes or less. The Licensee may either charge an information fee on per minute basis or a fixed fee on a per call basis. If the Licensee decides not to make regular announcements of call duration, he shall only charge a fixed fee on a per call basis. The fixed fee shall also be applicable to mixed pre-recorded and live Audiotex services that provide an option for a caller to talk to a live operator after listening to a pre-recorded information or programme.

5 Announcement of Call Charges

- 5.1 The Licensee shall ensure that its current call charges are published in all advertisements for the live Audiotex services.
- 5.2 The Licensee shall, in addition, announce the current call charges for the live Audiotex services at the beginning of the call. The Licensee shall provide a grace period during which callers are not charged for:
- (a) the first 6 seconds of a call where the charge announcement lasts 4 seconds; or
 - (b) the first 12 seconds of a call where the charge announcement lasts 10 seconds.

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SPECIFIC TERMS AND CONDITIONS FOR PREPAID SERVICES

(A) Prepaid Call-back / Call Re-origination Services

1 Scope of Services

- 1.1 Call-back and call re-origination services are International Direct Dial (“IDD”) call reversal services passing over any Facilities-Based Operator’s (“FBO”) international telephone gateway and public switched telecommunication network or local call reversal services passing over any FBO’s public switched telecommunication network. It does not include the carriage of voice and/or data traffic over frame-relay or through leased circuits.

2 Specific Conditions

- 2.1 The Licensee shall not route the voice or data traffic or both over frame-relay or through leased circuits.
- 2.2 The Licensee shall distinguish its services from IDD services by including the term “call-back”, “call re-origination” or its equivalent in their marketing and promotion materials.
- 2.3 The Licensee shall comply with the following minimum Quality of Services (“QoS”) standards:
- (a) at least 90% of calls should not have a post dialing delay of more than 25 seconds; and
 - (b) at least 80% of calls made are able to seize a circuit.
- 2.4 IDA reserves the right to modify the above-mentioned standards in Condition 2.3 of this Section (A) of Annex 12 from time to time, and the Licensee shall comply with such modified standards accordingly.

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(B) Prepaid Internet-Based Voice and Data Services

1 Scope of Services

- 1.1 The Internet-based voice and data services are the carriage of voice and/or data services through the Internet access facilities provided by an Services-Based Operator (“SBO”).

2 Specific Conditions

- 2.1 The Licensee shall comply with the following minimum Quality of Services (“QoS”) standards:
- (a) at least 90% of calls should not have a post dialing delay of more than 25 seconds; and
 - (b) at least 80% of calls made are able to seize a circuit.
- 2.2 IDA reserves the right to modify the above-mentioned standards in Condition 2.1 of this Section (B) of Annex 12 from time to time, and the Licensee shall comply with such modified standards accordingly.

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(C) Prepaid International Calling Card Services

1 Scope of Services

- 1.1 The International Calling Card (“ICC”) services are services that use Personal Identification Number (“PIN”) validation and call routing through an FBO’s international telephone gateway to provide IDD services.

2 Specific Condition:

- 2.1 The Licensee shall not route voice or data traffic or both over frame-relay or through leased circuits.

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(D) Prepaid Resale of Public Switched Telecommunication Services

1 Scope of Services

1.1 The public switched telecommunication services specified in Condition 1.2 of this Section (D) of Annex 12 may be resold where they are provided through:

- (a) an FBO who is licensed to provide public basic telecommunication services, public cellular mobile telephone services or public radio paging services; or
- (b) an SBO who is licensed to provide international simple resale, mobile virtual network operation, international calling card services, Internet-based voice and/or data services, or call-back and call re-origination services.

1.2 The telecommunication services referred to in Condition 1.1 of this Section (D) of Annex 12 are the following public switched telecommunication services (whether domestic or international):

- (a) public switched telephone services, other than public chain payphone services and services exempted from licensing under the Telecommunications (Exemption of Resellers of Local Calls Operating Coinafons or Payphones) Order 2007;
- (b) public cellular mobile telephone services;
- (c) public radio paging services;
- (d) public switched message services;
- (e) public switched data services; and
- (f) public integrated services digital network services.

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2 Specific Conditions

- 2.1 The Licensee shall not, except with the approval of IDA, engage in the construction or building of any telecommunication system.
- 2.2 Where the Licensee subscribes to any domestic or international leased circuit, it shall not, except with the approval of IDA, provide its users with any direct or indirect connection to that leased circuit.
- 2.3 The Licensee shall market itself as a reseller of telecommunication services.
- 2.4 The Licensee shall list the rental of equipment charge and the usage charge separately in its bills to its users.
- 2.5 Where the Licensee provides the services through resale or shared use of PABX, the Licensee shall not restrict the occupants of the premises served by the PABX from subscribing to services or facilities directly from any FBO or SBO.
- 2.6 The Licensee shall enter into a written service agreement with each of its users except users of an international payphone services provided by the Licensee in any single customer premises.

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(E) Prepaid Store-and-Retrieve Value-Added Network Services

1 Scope of Services

- 1.1 Store-and-retrieve (“S&R”) value-added network services are any of the following services provided by telecommunication systems, built over and above the telecommunication systems operated by an FBO and accessed through public telecommunication systems or leased circuits, which allow telecommunication traffic between a user and the value-added network or between users:
- (a) on-line information and database retrieval services;
 - (b) on-line information and data processing services;
 - (c) voice information services;
 - (d) electronic broking services;
 - (e) transaction services such as on-line shopping, on-line reservation service, etc.;
 - (f) remote computing services;
 - (g) on-line games;
 - (h) mailbox services including e-mailbox, voice-mailbox, facsimile-mailbox and multimedia mailbox;
 - (i) electronic data interchange services;
 - (j) store-and-retrieve file transfer services;
 - (k) electronic chatting services;
 - (l) bulletin board services; and
 - (m) other multimedia services where the content or format of the telecommunication traffic is changed or processed.

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2 Specific Conditions

- 2.1 The Licensee shall not, except with the prior approval of IDA, carry any store-and-forward telecommunication traffic through the value-added network.
- 2.2 The Licensee shall not, except with the prior approval of IDA, provide value-added network services of another value-added network through a leased circuit connecting its value-added network to the other value-added network.
- 2.3 The Licensee must publish its name as registered with the Accounting and Corporate Regulatory Authority in any advertisement of its services.

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(F) Prepaid Store-and-Forward Value-Added Network Services

1 Scope of Services

1.1 The store-and-forward value-added network services are the services specified in paragraph 1.2 which have a value-added function at one end (such as, the originating end) and are provided only on a call-by-call basis.

1.2 The store-and-forward value-added network services referred to in paragraph 1.1 are any or both of the following:

- (a) value-added data services being packet switched data services which convey end-to-end non-voice traffic by providing the value-added function of code and protocol conversion; and
- (b) value-added messaging services being value-added store-and-forward electronic-messaging service, value-added store-and-forward facsimile, value-added store-and-forward telex (excluding telegram) services and value-added store-and-forward voice mail services that provide one or more of the following value-added store-and-forward functions on a non real-time basis:
 - (i) deferred delivery;
 - (ii) multi-addressing;
 - (iii) content conversion;
 - (iv) format conversion such from text-to-fax, text-to-telex, text-to-voice, fax-to-telex, fax-to-voice, telex-to-voice or vice versa ;
 - (v) processing of control information (such as destination address) with or without modification to the content; or
 - (vi) any other conversion that provides the users with additional, different or restructured information.

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2 Specific Conditions

- 2.1 A licensee shall ensure that the value-added function is to be provided on a call-by-call basis.
- 2.2 In the event that a licensee decides to terminate its value-added network services, it must notify the Authority in writing of its intent.
- 2.3 A licensee must provide the store-and-forward value-added network services through –
 - (a) a service node in Singapore and, whenever requested by the Authority, make available the information on the routing table, subscriber database, call traffic statistics and other records maintained by the service node for inspection by the Authority; or
 - (b) a local access node which is connected to the public switched telecommunication networks provided by a FBO.

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SPECIFIC TERMS AND CONDITIONS FOR GLOBAL MOBILE PERSONAL COMMUNICATIONS BY SATELLITE (GMPCS) SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to provide global mobile personal communications services such as voice telephony, paging, data, messaging or broadband multimedia services on a regional basis, using Low Earth Orbit (“LEO”), Medium Earth Orbit (“MEO”) or Geostationary Orbit (“GEO”) satellite technologies.
- 1.2 For avoidance of doubt, the Licence is only for providing GMPCS services and not for setting up the operation of a GMPCS system.

2 Quality of Service Standards

- 2.1 IDA reserves the right to establish minimum quality of service standards for the Services provided by the Licensee with which the Licensee shall comply.

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SPECIFIC TERMS AND CONDITIONS FOR IP TELEPHONY SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to provide IP Telephony services using E.164 telephone numbers² for such services and assigning such numbers to the Licensee's customer (referred to in this Annex as an "IP telephony number"). Such services allow customers to make and receive voice, data and/or video calls using the same telephone number from any domestic or overseas location where broadband Internet access is available.

2 Public Emergency Call Services

- 2.1 The Licensee shall disclose in advance to its customers whether the Services it provides may be used to contact the police emergency 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 such services of any emergency.
- 2.2 The Licensee shall not charge its customers for any use of the Services to contact the emergency services referred to in Condition 2.1 of this Annex.
- 2.3 IDA reserves the right to require the Licensee to comply with additional safety and security safeguards to enhance security measures for public and national safety.

² An International Telecommunications Union Telecommunications Standardization (ITU-T) standard network addressing format for telephone numbers. The E.164 addresses are 15 decimal digits long and include a country code, area or city code, and a local number.

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3 Number Portability

- 3.1 The Licensee shall at its own expense, comply with any requirement and guidelines established by IDA on number portability required to be implemented by the Licensee.

4 Quality of Service Standards

- 4.1 IDA reserves the right to establish minimum quality of service standards for the Services provided by the Licensee with which the Licensee shall comply.

5 Registration of Subscribers

- 5.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:
- (a) name, address and, as applicable, NRIC number, passport number or business registration number 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) IP telephony number assigned to the subscriber;
 - (c) date of activation of the subscriber's account;
 - (d) Internet Service Provider account used by the subscriber to access the Licensee's IP Telephony Service where applicable; and
 - (e) Media Access Control ("MAC") / Internet Protocol ("IP") address where applicable.

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- 5.2 IDA reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.
- 5.3 Before recording the particulars referred to in Condition 5.1 of this Annex, the Licensee shall:
- (a) where the subscriber is in Singapore, require the production of the subscriber's identify card issued under the National Registration Act (Cap. 201), passport or Employment Pass and make and keep a photocopy of such evidence of identity; or
 - (b) where the subscriber is not in Singapore, the Licensee shall use its best efforts to verify the identity of the subscriber through appropriate documents that are recognised by the authorised establishments in the country of purchase.
- 5.4 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 of termination of the Services to the subscriber.
- 5.5 The Licensee shall maintain Call Detail Records ("CDRs") of all calls made and received through the Licensee's IP Telephony Services which are operated and/or provided in Singapore.
- 5.6 All CDRs shall be kept by the Licensee in Singapore for a period of not less than 12 calendar months.

6 Registration of Retailers

- 6.1 The Licensee shall maintain a register containing records of its 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:

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- (a) name, business address and, as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;
 - (b) 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;
 - (c) contact telephone number(s) of the retailer; and
 - (d) IP telephony number accounts allocated by the Licensee to the retailer for sale.
- 6.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 5.1, 5.2 and 5.3 of this Annex upon the registration of a subscriber and forward such information to the Licensee within 2 days of the activation of the subscriber's account.
- 6.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 6.4 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 of which the retailer ceases to sell the Services of the Licensee.

7 Provision of Directory Enquiry Services

- 7.1 IDA reserves the right to require the Licensee to do the following:
- (a) to provide directory enquiry services based on an integrated customer database upon request to any person to whom the Licensee provides the Services; and

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(b) to provide directory enquiry services for subscribers of other licensees, and the Licensee shall comply with such requirements imposed.

8 Provision of Integrated Directories

8.1 IDA reserves the right to require the Licensee to do the following:

(a) to provide integrated directories for all subscribers at no charge (except with the approval of IDA) and at annual intervals or any other intervals to be agreed with IDA; and

(b) to exchange all relevant customer data with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services,

and the Licensee shall comply with such requirements imposed.

8.2 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 shall be final.

9 Additional Conditions for Provision of IP Telephony Services Utilising Level “6” Telephone Numbers

9.1 Where the Licensee provides any of the Services utilising a level “6” telephone number, he shall comply with Conditions 9.2 to 9.8 in respect of such services (hereinafter referred to as “Level “6” Services”). For the purposes of these Conditions, “Fixed Network Telecommunication Services” means fixed line basic telephony services associated with number level “6”.

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- 9.2 The Licensee shall ensure that subscribers of its Level “6” Services must be able to receive and make voice calls from/to subscribers on any public switched telecommunication network, public mobile network or public digital voice network in Singapore.
- 9.3 The Licensee shall ensure that:
- (a) any person through customer premises equipment that enables the use of its Level “6” Services; and
 - (b) any person through its public payphones that enables the use of its Level “6” Services,
- may at any time and without charge, contact the relevant police emergency 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 to be provided by operators of Fixed Network Telecommunication Services, for the purpose of notifying them of any emergency.
- 9.4 The Licensee shall ensure that its Level “6” Services comply with the same quality of service standards as may be established by IDA from time to time for Fixed Network Telecommunication Services.
- 9.5 The Licensee shall ensure that its Level “6” Services are only provided to domestic customers (within Singapore) with a Singapore registered and billing address.
- 9.6 The Licensee shall ensure that its Level “6” Services comply with the same standards and requirements for number portability as may be established by IDA from time to time for Fixed Network Telecommunication Services.

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9.7 The Licensee shall:

- (a) provide directory enquiry services based on an integrated customer database upon request to any person to whom the Licensee provides its Level “6” Services; and
- (b) provide directory enquiry services for subscribers of other licensees in relation to all persons to whom the Licensee provides its Level “6” Services.

9.8 The Licensee shall:

- (a) provide integrated directories to subscribers of its Level “6” Services in accordance with such requirements as may be established by IDA; and
- (b) exchange all relevant customer data of subscribers of its Level “6” Services with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services.

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 shall be final.

10 Technical Requirements for the provision of access to Emergency Services

10.1 The Licensee is also required to comply with the following technical requirements for all calls made to public emergency services if it provides its subscribers access to public emergency services:

- (a) the Licensee shall pass Calling Line Identity (“CLI”) for all calls;

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- (b) the Licensees shall not manipulate the CLI of the original calling party and the original calling party CLI shall be passed on in the conveyance of a call accordingly;
- (c) the Licensees 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 identifying 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.

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SPECIFIC TERMS AND CONDITIONS FOR VOICE AND DATA SERVICES WITH MASKING OF CALLING LINE IDENTITY

1 Scope of Services

- 1.1 The Licence enables the Licensee to provide voice and data services with masking of the Calling Line Identity (“CLI”) of the calling party and/or called party. Such services allow subscribers of the Services to make and receive calls anonymously using masking numbers³.
- 1.2 The Services shall be offered and provided only to the following persons:
- (a) properly-registered subscribers of any public switched telephone services operated in Singapore by any Facilities-Based Operator (“FBO”) designated by IDA as a Public Telecommunication Licensee; and
 - (b) properly-registered subscribers of any public cellular mobile telephone services operated in Singapore by any FBO.

The Licensee may offer the Services to members of the public who possess valid and authenticated levels “6”, “8” and “9” numbers.

2 Registration and Validation of Subscribers

- 2.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies in a timely manner. The Licensee shall also validate the identity of its subscribers when recording their particulars to ensure its accuracy. The records shall contain the following particulars of the subscribers:

³ Subject to IDA’s approval, the Licensee of Voice and Data Services with Masking of CLI is exempted from Condition 12.3(a) of the Licence.

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- (a) name, Singapore physical address, mobile/fixed line phone number, date-of-birth, nationality, email address and, as applicable, NRIC number, passport number, work permit or FIN number of the subscriber;
 - (b) date of activation of the subscriber's account;
 - (c) the masking number assigned to the subscriber;
 - (d) the history of all previous subscriptions to the Services by the subscriber (if any) including the details of the activation dates of such previous subscriptions and the masking numbers assigned in respect of such previous subscriptions; and
 - (e) other demographic information.
- 2.2 IDA reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.
- 2.3 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 of termination of the Services to the subscriber.

3 Public Emergency Call Services

- 3.1 The Licensee shall ensure that it does not enable voice and data calls with masking of CLI to be made to the police emergency 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 such services of any emergency.

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4 Restrictions on the Provision of the Services

- 4.1 The Licensee shall not provide the Services as prepaid services, or offer the Services to customers of mobile prepaid SIM cards of FBOs or customers of mobile prepaid SIM cards of SBOs that are licensed to operate as a Mobile Virtual Network Operator (“MVNO”).
- 4.2 The Licensee shall not enable the Services to be used for foreign roaming numbers or overseas numbers.
- 4.3 The Licensee shall ensure that it does not enable voice and data calls with masking of CLI to be made to –
- (a) any telephone number that is 5-digits and below; and
 - (b) any 11-digit telephone number (e.g. 1800-xxxxyyyy, 1900-xxxxyyyy).
- 4.4 The Licensee shall take appropriate measures, including suspension or termination of the Services provided to any of its subscribers where necessary, to prevent the subscriber from using the Services to contravene any law or to cause disturbance or nuisance to any person or disrupt the provision or operation of any telecommunications service by other licensees of IDA.

5 Support to Government Agencies

- 5.1 The Licensee shall ensure that it is able to trace the calling and called parties of all calls originating from or terminating at the subscribers.
- 5.2 The Licensee shall work and cooperate fully with the authorised Singapore government agencies to render assistance in the tracing of calls originating from or terminating at its subscribers as and when required by authorised Singapore government agencies in a timely manner.

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6 Call Detail/Billing Records

- 6.1 The Licensee shall maintain Call Detail Records (“CDRs”) of all calls made and received through the Services which are operated and/or provided in Singapore.
- 6.2 All CDRs shall be kept by the Licensee in Singapore for a period of not less than 12 calendar months.
- 6.3 All CDRs shall be made available for inspection by authorised Singapore government agencies in a timely manner.
- 6.4 The Licensee shall keep all billing records for a period of not less than 7 years from the date of issuance of the bill to its subscriber.

7 Masking Numbers

- 7.1 The Licensee shall only assign level “6” E.164 numbers to its subscribers as masking numbers. The Licensee shall provide and update IDA with the list of level “6” numbers that are used for the Services before assigning it to any subscribers.
- 7.2 The Licensee shall maintain an interval period of no less than 1 day before recycling any masking numbers for assignment to its subscribers.
- 7.3 The Licensee shall be required to subscribe to the level “6” numbers from the FBO(s) in accordance with the registration requirements imposed by the FBO(s).
- 7.4 IDA reserves the right to assign a new telephone number range specifically allocated to be used as masking numbers at any time upon written notice to the Licensee and IDA shall not be liable to any person for any loss or inconvenience directly or indirectly attributable to the assignment of such telephone number.

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8 Security Safeguards

- 8.1 IDA reserves the right to require the Licensee to comply with additional security safeguards to enhance security measures for public and national safety.

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SPECIFIC TERMS AND CONDITIONS FOR SATELLITE MOBILE TELEPHONE OR DATA SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to provide mobile satellite services such as voice telephony, paging, data, messaging or broadband multimedia services on a regional basis, using Low Earth Orbit (“LEO”), Medium Earth Orbit (“MEO”) or Geostationary Orbit (“GEO”) satellite technologies.
- 1.2 For avoidance of doubt, the Licence is only for providing mobile satellite services and not for setting up the operation of a mobile satellite system.

2 Quality of Service Standards

- 2.1 IDA reserves the right to establish minimum quality of service standards for the Services provided by the Licensee with which the Licensee shall comply.

3 Registration of Subscribers

- 3.1 The Licensee shall provide procedures for service application or registration before any service activation to ensure that subscribers are properly signed up for the Services and that the right parties are being billed.
- 3.2 The Licensee shall maintain a register containing records of every subscriber based in Singapore which shall be made available for inspection by authorised Singapore government agencies. The register shall contain the following particulars of the subscribers:
 - (a) name, date of birth, address and as applicable, NRIC number, 11B number, passport number, work permit number or business registration number;

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- (b) mobile/fixed satellite communicator serial number of the subscriber;
and
 - (c) dates of activation and termination of the subscriber's account.
- 3.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.
- 3.4 Before recording the particulars referred to in Condition 3.2 of this Annex, the Licensee shall require the production of the subscriber's identity card issued under the National Registration Act (Cap. 201), the Singapore Armed Forces Act (Cap. 295), the Police Force Act (Cap 235), the Civil Defence Act (Cap. 42), passport or Employment Pass as applicable and make and keep a photocopy of such evidence of identity.
- 3.5 The records in the register shall be kept by the Licensee for a period of not less than 12 calendar months from the date of termination of the Services to the subscriber.
- 3.6 The Licensee shall maintain Transaction Records ("TRs") of all non-voice calls and Call Detail Records ("CDRs") of all calls made and received through the Services which are operated and/or provided in Singapore.
- 3.7 All TRs and CDRs shall be kept by the Licensee in Singapore for a period of not less than 12 calendar months.

4 Registration of Retailers

- 4.1 The Licensee shall maintain a register containing records of its 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:

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- (a) name, business address and, as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;
 - (b) 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;
 - (c) contact telephone number(s) of the retailer; and
 - (d) mobile/fixed satellite communicator serial numbers allocated by the Licensee to the retailer for sale.
- 4.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 3.2, 3.3 and 3.4 of this Annex upon the registration of a subscriber and forward such information to the Licensee within 2 days of the activation of the subscriber's account.
- 4.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 4.4 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 Services of the Licensee.

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SPECIFIC TERMS AND CONDITIONS FOR MOBILE COMMUNICATIONS ON AIRCRAFT

1 Scope of Services

- 1.1 The Licence enables the Licensee to operate Mobile Communications on Aircraft (“MCA”) as defined in Condition 1.2 of this Annex on aircraft registered in Singapore or in another country.
- 1.2 The MCA is provided by one or more pico cell Base Transceiver Station. The MCA is a part of the GSM system of a home terrestrial GSM network operator (hereinafter referred to as “a GSM network operator” or “the GSM network operator” as the case may be). All GSM-related functions such as authentication, call-routing, data retention, subscription information, etc. are controlled by the GSM network operator. The operation of MCA effectively extends the service coverage of the GSM network into the sky.

2 Registration of Subscribers

- 2.2 The Licensee shall not operate the MCA as a separate network from all other GSM networks. The Licensee shall not register users of the MCA as subscribers to a separate network.
- 2.3 The Licensee shall make arrangements with a GSM network operator under a roaming agreement to collect the service fees for the use of MCA. The service fees shall be charged through the user’s mobile phone account with the GSM network operator.

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3 Conditions of Operation

- 3.1 The Licensee shall ensure that the operation of MCA in Singapore airspace complies with the technical and operational requirements as prescribed in the Annex to the ECC Decision ECC/DEC(06)07⁴.
- 3.2 Unless specifically allowed otherwise by IDA, the Licensee shall only operate the MCA at a minimum height of 3000 metres above ground in Singapore airspace.
- 3.3 The Licensee shall obtain separate approval from IDA before carrying out any installation and testing of MCA on the ground in Singapore.
- 3.4 The Licensee shall obtain all necessary approvals from the relevant authorities in Singapore for the operation of MCA within Singapore airspace.

4 Radio Frequency Spectrum Right

- 4.1 The Licensee shall not be accorded any Spectrum Right for the operation of MCA in GSM 1800 MHz frequency band viz. from frequency bands 1710 to 1785 MHz and from 1805 to 1880 MHz.
- 4.2 The operation of MCA in the GSM 1800 MHz frequency band shall be on a non-protection, non-interference and non-exclusive basis.

⁴ Electronic Communications Committee (ECC) Decision of 1 December 2006 on the harmonised use of airborne GSM systems in the frequency bands 1710-1785 and 1805-1880 MHz (ECC/DEC/(06)07).

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SPECIFIC TERMS AND CONDITIONS FOR MACHINE-TO-MACHINE (M2M) SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to provide Machine-to-Machine (“M2M”) Services as defined in Condition 1.2 of this Annex using equipment with embedded SIM card(s) (“M2M Equipment”).
- 1.2 “M2M Services” refer to services that are provided to enable the automated communication between machines and devices.

2 Conditions of Operation

- 2.1 The Licensee shall ensure that all SIM cards which are used in the provision of M2M Services by the Licensee are configured to be used only for the automated communication between machines and devices (including voice communication within the scope of a pre-defined service feature and within a closed user group), and not for other purposes (such as voice communication with an external person) unless the prior written approval of IDA has been obtained.
- 2.2 Prior to the commencement of provision of the M2M Services, the Licensee shall give written notification to IDA with respect to the following particulars, and the Licensee shall also promptly inform IDA of any subsequent change thereof:
 - (a) the range of International Mobile Subscriber Identity (“IMSI”) numbers and Mobile Subscriber Integrated Services Digital Network Numbers (“MSISDN”) that the Licensee will be using in connection with the provision of M2M Services by the Licensee in Singapore;

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- (b) any local mobile telecommunication operator(s) that the Licensee will be working with in relation to the provision of M2M Services (for example, in connection with roaming); and
- (c) the identity of every importer of any M2M Equipment that may be used in connection with the provision of the M2M Services by the Licensee.

3 Quality of Service Standards

- 3.1 IDA reserves the right to establish minimum quality of service standards for the Services provided by the Licensee with which the Licensee shall comply.

4 Register of SIM Cards

- 4.1 The Licensee shall maintain a register containing full and accurate records of all SIM cards which are used in connection with the provision of M2M Services by the Licensee, which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the International Mobile Subscriber Identity (“IMSI”) number and the Mobile Subscriber Integrated Services Digital Network Number (“MSISDN”) of the SIM cards.
- 4.2 IDA reserves the right to require the Licensee to record any other details as necessary in its register of SIM cards.
- 4.3 The records in the register shall be kept at the Licensee’s premises in Singapore for a period of not less than 12 calendar months from the date of termination of the Services to the subscriber.

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5. Support to Government Agencies

- 5.1 The Licensee shall work and cooperate fully with the authorised Singapore government agencies to render assistance in any investigation in connection with the provision of M2M Services by the Licensee.

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SPECIFIC TERMS AND CONDITIONS FOR WHITE SPACE GEO-LOCATION DATABASE SERVICES

1 Scope of Services

- 1.1 The Licence enables the Licensee to establish, install, maintain and operate a white space (“WS”) geo-location database system for the provision of WS geo-location database services.
- 1.2 The Licensee shall ensure that the System is capable of the following functions:
 - (a) upon request by WS devices (“WSDs”), determine and provide to WSDs, the available channels and maximum transmission power level at the WSDs’ locations; and
 - (b) provide a registration platform and repository for information relating to WSDs and the contact details of WSD users in accordance with Condition 8 of this Annex 19.
- 1.3 The Licensee shall ensure that the Services are hosted by servers that are physically located in Singapore.

2 Co-Channel and Cross-border Coexistence

- 2.1 To facilitate co-channel coexistence of WSDs with other radio-communication services, as well as cross-border coexistence of WSDs at or near the borders of Singapore, the Licensee shall comply with the following in the provision of the Services:
 - (a) determine the separation distance between the WSD and the receiver station of each protected service as obtained from IDA in accordance with Condition 5.1 of this Annex 19 (“Protected Service”), as well as between the WSD and the set of coordinates as notified by IDA to the Licensee (the “Coordinates”);

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- (b) calculate the path loss using the propagation model as notified by IDA to the Licensee between the WSD and the receiver station of each Protected Service, as well as between the WSD and the Coordinates;
- (c) use the path loss information calculated in Condition 2.1(b) of this Annex 19 and the noise floor level, which shall for the purposes herein be fixed at -115dBm or such other value as notified by IDA to the Licensee, as the basis to compute the maximum permissible transmission power level for the WSD for each available WS channel using the formula as notified by IDA to the Licensee; and
- (d) return the spectrum availability information and the maximum transmission power for the respective channels to the WSD that is requesting this information.

3 Management of High Priority Channels

- 3.1 Where the Licensee has obtained IDA's prior written approval for the Licensee to manage access to the high priority channels as notified by IDA to the Licensee ("HPCs"), the Licensee shall comply with the following:
- (a) not allocate any HPC to any WSD unless there is no common WS channel⁵ available to a WSD at the WSD's location at that point in time;
 - (b) allocate all HPCs using a fair process and in accordance with the allocation method which has been notified by the Licensee to IDA;
 - (c) notify IDA in writing prior to changing the allocation method of any HPC; and

⁵ Common WS channels refer to the authorised radio frequency bands as set out for WSDs in the Telecommunications (Exemption from Sections 33, 34(1)(b) and 35) Notification but excluding the channels designated as HPCs as notified by IDA to the Licensee.

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- (d) take reasonable precautions to prevent interference between the Licensee's WSD users and other licensees' WSD users. Without prejudice to the generality of the foregoing, the Licensee shall cooperate and coordinate with other licensees who are also managing access to the HPCs, to prevent any such interference.

- 3.2 Where the Licensee is managing access to the HPCs, the Licensee shall obtain IDA's prior written approval before ceasing to manage such access.

- 3.3 IDA reserves the right to require the Licensee to change its allocation method for any HPC as necessary.

- 3.4 Where the Licensee has not obtained IDA's prior written approval for the Licensee to manage access to the HPCs, the Licensee shall not provide any WSD with any access to any HPC.

4 Accuracy of Information

- 4.1 The Licensee shall ensure that the information on available channels and maximum transmission power that the Licensee provides to any WSD is accurate.

- 4.2 Where there is any inaccuracy in respect of the information described in Condition 4.1 of this Annex 19, the Licensee shall act promptly to resolve the inaccuracy.

5 Obtaining Current Information relating to Protected Services

- 5.1 The Licensee shall obtain from IDA, once every 6 hours, current information in relation to the Protected Services.

- 5.2 IDA reserves the right to require the Licensee to obtain current information in relation to the Protected Services on a more frequent basis or at such specific timings as notified by IDA.

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6 Pricing, Terms and Conditions

- 6.1 The Licensee shall inform IDA of its pricing, terms and conditions for the provision of the Services prior to any commercial launch or public announcement for the provision of the Services.
- 6.2 IDA reserves the right to regulate any of the pricing, terms and conditions as IDA deems fit.

7 Security Requirements

- 7.1 The Licensee shall establish communications authentication procedures, and notify IDA in writing of the communications authentication procedures adopted by the Licensee, for the purpose of ensuring that data received by any WSD in connection with the provision of the Services by the Licensee is from an authorised source.
- 7.2 The Licensee shall take all reasonable precautions to ensure that all communications between the System and the WSDs cannot be accessed, altered or otherwise affected by any unauthorised person.
- 7.3 IDA reserves the right to require the Licensee to comply with any other security requirement as necessary.

8 Registration and Repository of WSD Information

- 8.1 The Licensee shall provide and maintain a registry for users of Fixed WSDs⁶ to register and store the following information:
- (a) unique Device Identifier (“Unique ID”);
 - (b) device geographic coordinates such as the latitude and longitude;
 - (c) height of the WSD antenna;

⁶ “Fixed WSD” refers to a device which is operating in a fixed geographic location and with a maximum transmission power of 4 W EIRP.

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- (d) name of individual or business that is responsible for the device;
 - (e) name of a contact person responsible for the device's operation;
 - (f) address of the contact person;
 - (g) email address of the contact person; and
 - (h) phone number of the contact person.
- 8.2 The Licensee shall provide and maintain a registry for users of Mode I WSDs⁷ to register and store the Unique ID of the Mode I WSD, and the Unique ID of the relevant Fixed WSD or Mode II WSD⁸ through which the Mode I WSD is accessing the Services provided by the Licensee.
- 8.3 The Licensee shall provide and maintain a registry for users of Mode II WSDs to register and store the Unique ID of the Mode II WSD.
- 8.4 The Licensee shall store and maintain the information in the registries described in Conditions 8.1, 8.2, 8.3 and 8.5 of this Annex 19 for a period of not less than 12 calendar months from the date of termination of the Services to the customer, and the registries shall be made available for inspection by IDA.
- 8.5 IDA reserves the right to require the Licensee to record any other details as necessary in its registries.
- 9 Discontinuation of Operations**
- 9.1 The Licensee shall not transfer the control or ownership of the System or any of its records to any other person unless prior written approval has been obtained from IDA.

⁷ "Mode I WSD" refers to a device which is operating on a portable basis, in conjunction with a Fixed or Mode II WSD, and with a maximum transmission power of 100 mW EIRP.

⁸ "Mode II WSD" refers to a device which is operating on a portable basis and with a maximum transmission power of 100 mW EIRP.

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- 9.2 The Licensee shall ensure that it has an adequate business continuity plan (“BCP”) in place, and submit a copy of such BCP to IDA. Where the Licensee makes any change to its BCP, the Licensee shall also promptly provide IDA with an updated copy.
- 9.3 IDA reserves the right to require the Licensee to include additional steps, measures or precautions as part of the Licensee’s BCP as necessary.
- 9.4 In any event where the business continuity of the Licensee is or may be affected, the Licensee shall follow its BCP to the fullest extent possible and as appropriate under the circumstances in order to ensure the continuity of the provision of its Services.

10 Access to WSD Information

- 10.1 The Licensee shall provide IDA with the relevant rights to obtain current WSD information that is stored within its System for the purpose of investigating any alleged or actual interference with the operation of any authorised station or network.
- 10.2 The Licensee shall, where required by IDA, restrict the availability of WS channels for WSDs that do not conform to the relevant IDA Technical Specifications, or that interfere with the operation of any authorised station or network.