



هيئة تنظيم الاتصالات
Telecommunications Regulatory Authority

**INDIVIDUAL GLOBAL MOBILE PERSONAL COMMUNICATIONS BY SATELLITE (GMPCS) TELECOMMUNICATIONS
LICENSE GRANTED TO**

XXXX

Commercial Registration No. XXX

**BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY UNDER ARTICLE 25 AND ARTICLE 29 OF
LEGISLATIVE DECREE 48 OF 2002 WITH RESPECT TO TELECOMMUNICATIONS**

**Document Number: LSU/LC/
Date of Issue: XXXX**

Approved by the General Director of the Telecommunications Regulatory Authority

[XXXX]

1. TABLE OF CONTENTS

1.	TABLE OF CONTENTS	I
2.	GRANT OF LICENSE	1
3.	DEFINITIONS	1
4.	GRANT OF LICENSE; LICENSED NETWORKS AND SERVICES	3
5.	LOCATION OF INTERNATIONAL TELECOMMUNICATIONS FACILITIES	3
6.	PROVISION OF PUBLIC EMERGENCY CALL SERVICE	4
7.	PROVISION OF DIRECTORY INFORMATION SERVICES	4
8.	PROVISION OF OPERATOR ASSISTANCE SERVICES	4
9.	RELATIONS WITH SUBSCRIBERS	5
10.	INTERRUPTIONS TO THE LICENSED SERVICES	5
11.	TARIFFS OF LICENSED SERVICES	6
12.	PROVISION OF SERVICES FOR RESALE	6
13.	BILLING	6
14.	NUMBERING	7
15.	ACCESS TO LAND AND SHARING OF FACILITIES	7
16.	RADIOCOMMUNICATIONS AND FREQUENCY ASSIGNMENT	7
17.	INTEROPERABILITY AND TECHNICAL STANDARDS	7
18.	PRIVACY AND CONFIDENTIALITY	7
19.	ANTI-COMPETITIVE PRACTICES	8
20.	ACCOUNTING REQUIREMENTS	8
21.	REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION	8
22.	OTHER OBLIGATIONS	9
23.	LICENSE FEES	9
24.	DURATION AND RENEWAL	9
25.	MODIFICATION, REVOCATION AND TERMINATION	9
26.	FORCE MAJEURE	9
27.	DISPUTE RESOLUTION	10
28.	NOTICES	10

2. GRANT OF LICENSE

2.1 The Telecommunications Regulatory Authority (the “**Regulator**”) hereby grants [xxx] Registration number [xxx] (the “**Licensee**”) this License under Article 25 and Article 29 of the Telecommunications Law as promulgated by Legislative Decree No. 48 of 2002 (“the Telecommunications Law”), by virtue of which the Licensee is authorized to install, operate and manage a Global Mobile Personal Communications by Satellite (“**GMPCS**”) Telecommunications Network described herein and to provide the Telecommunications Services described herein in the Licensed area set out herein (the “**License**”).

2.2 The effective date of this License is [xxx].

2.3 Licensee Address: P.O. Box [xx, xxx].

2.4 This License shall be subject to the provisions herein stated, the Telecommunications Law and any regulations issued thereunder.

3. DEFINITIONS

3.1 For the purposes of this License:

(a) A meaning or definition provided for any word, phrase or expression under the Telecommunications Law shall also be applicable to such word, phrase or expression in this License, unless the context requires otherwise.

(b) The following terms and expressions shall have the following meanings unless the context requires otherwise:

“**Affiliate**” means, as used with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, that person. In the case where one person owns, directly or indirectly, 50% or more of the share capital, voting rights, securities or other ownership interest of another person, both such persons shall be deemed an affiliate;

“**Basic Data Service**” means a telecommunications service provided via GMPCS, that consists of the conveyance of messages, but excluding:

- a) any additional service having been provided in respect of the conveyance of those messages;
- b) any deliberate removal or addition to the information content of those messages;
- c) two-way real-time speech;

“**Basic Voice Service**” means a telecommunications service via GMPCS involving the transmission of two-way real-time speech, but excluding:

- (a) any additional service having been provided in respect of the real-time two-way speech conversation;
- (b) any deliberate removal or addition to the information content of that real-time two-way speech conversation;

“**Call**” includes any communication conveying voice or data or both:

- (a) whether between persons and persons, things and things or persons and things;
- (b) whether in the form of speech, music or other sounds;
- (c) whether in the form of data;
- (d) whether in the form of text;
- (e) whether in the form of visual images (animated or otherwise);
- (f) whether in the form of signals; and
- (g) whether in any combination of the foregoing forms;

“**Control**” means, as applied to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management of that person, whether through ownership, voting, securities or other means and “**controlling**” and “**controlled**” shall be construed accordingly;

“**Effective Date**” means the date referred to in Section 2.2;

“**Emergency organisation**” means in respect of any locality, the relevant competent body public police, fire, ambulance and coastguard services for that locality;

“**Force Majeure**” means any event beyond the reasonable control of the Licensee, including but not limited to fire, storm earthquake, flood or other extreme weather conditions, acts of God, failure or shortage of power supplies, lightning, war, military operations, acts of terrorism or riot;

“**GMPCS**” means Global Mobile Personal Communications by Satellite;

“**GMPCS Subscriber**” means any Subscriber for the GMPCS Telecommunications Service;

“**GMPCS Telecommunications Network**” means a network comprising of GMPCS Equipment permitting the conveyance of messages, sound, visual images or signals between network termination points within the Licensed area and any satellite system providing a GMPCS Telecommunications Service directly to end users;

“**GMPCS Telecommunications Service**” means any basic data service or basic voice service provided by means of GMPCS including International Telecommunications Services and for as long as the Licensee is the holder of a Value Added Services license and Internet Service Provider license Value Added Services and Internet Services reasonably related to the foregoing.

“**GMPCS Equipment**” means any appliance, apparatus or accessory used or intended to be used for GMPCS Telecommunications Services and that is part of or connected to, or comprises, a GMPCS

Telecommunications Network and includes GMPCS Gateways and GMPCS Terminal Equipment.

“**GMPCS Gateway**” means a satellite earth station established to provide a feeder link between a satellite in the GMPCS Telecommunications Network and a Public Telecommunications Network.

“**GMPCS Terminal Equipment**” means any appliance, apparatus or accessory connected to the GMPCS Telecommunications Network to enable reception or transmission of telecommunications services.

“**International Telecommunications Service**” means the provision of telecommunications services between the Kingdom of Bahrain and countries or territories outside the Kingdom of Bahrain, or *vice versa*;

“**Internet**” means an integrated computer network through which users are connected to each other by means of the TCP/IP family of protocols.

“**ITU**” means the International Telecommunications Union;

“**Licensed Area**” means the territory of the Kingdom of Bahrain;

“**Licensed Services**” means all telecommunications services described in Section 4.1;

“**Operator Assistance Service**” means a GMPCS Telecommunications Service by means of which a GMPCS Subscriber using GMPCS Terminal Equipment may, at any time, request to be connected to another person by means of GMPCS Equipment which is lawfully connected to a GMPCS Telecommunications Network and which is capable of transmitting and receiving unrestricted two-way voice telephony services;

“**Public Emergency Call Service**” means a telecommunications service by means of which any member of the public may, at any time and without incurring any charge or use any coin or other token, by means of any GMPCS Terminal Equipment which is lawfully connected to a GMPCS

Telecommunications Network and which is capable of transmitting and receiving unrestricted two-way voice telephony services, communicate with any of the emergency organisations for the purpose of notifying such organisations of an emergency;

“**Resale Services**” means licensed end-to-end retail telecommunications services offered to its subscribers by a licensed operator that are, subject to Article 58 of the Telecommunications Law, purchased from the Licensee by another licensed operator for on-sale by such operator to end-users or other licensed operators, either alone or, together with such additional services as the other licensed operators may provide. For the avoidance of doubt, resale services shall exclude licensed services involving interconnection with the Licensee’s GMPCS Telecommunications Network;

“**Structural Separation**” means the division of an integrated telecommunications business of a Licensee into two or more separate legal entities so that each entity independently performs distinct licensed telecommunications activities and owns and has day-to-day control of the assets and operational capabilities, including employees, by means of which such activities are carried out;

“**Value Added Services**” means enhanced or value added telecommunications data and/or voice services that act on the format, content, code or protocol of information in order to provide the user with additional or different information or that involve GMPCS Subscriber interaction with stored information, including computer and data processing services, data information and exchange services, credit card verification services but excluding those transmission services to or over the Internet that require an Internet service provider license.

4. GRANT OF LICENSE; LICENSED NETWORKS AND SERVICES

4.1 The Licensee is authorised, on a non-exclusive basis, to install, operate, manage and provide GMPCS Telecommunications Services by means of its GMPCS Telecommunications Network in the Licensed Area.

4.2 The Licensee is authorised to connect its GMPCS Gateway to:

- (a) Any telecommunications network operated under an appropriate telecommunications license; and
- (b) Any telecommunications equipment approved for connection in accordance with Article 38 of the Telecommunications Law and any regulations issued pursuant to the Telecommunications Law.

4.3 The Licensee may, with the prior written approval of the Regulator, provide any or all of the Licensed Services through an affiliate or sub-contract the provision of any or all of the Licensed Services to another person; provided, however, that the Licensee shall continue to be fully liable for any obligation arising in relation to the provision of such Licensed Services. The Regulator may revoke its approval at any time by providing reasonable advance notice to the Licensee in writing. The prior written approval of the Regulator shall not be required if such affiliate is and remains wholly-owned by the Licensee, provided always that the Regulator shall be notified of such arrangement.

5. LOCATION OF INTERNATIONAL TELECOMMUNICATIONS FACILITIES

5.1 The Licensee shall provide the Regulator with a specific description of the location of each GMPCS Gateway, as the case may be, installed, operated or managed by the Licensee within the Licensed Area pursuant to this License. The description shall include a map showing specific geographic coordinates of any such GMPCS Gateway.

5.2 The Licensee shall at all times comply with any requirements of the Kingdom of Bahrain regarding the location and concealment of its GMPCS Gateway for the purpose of protecting and safeguarding its facilities from damage or destruction. The location of any GMPCS Gateway within the Licensed Area shall be moved or shifted by the Licensee at the Licensee’s expense upon the request of the Regulator, whenever the Regulator considers such course necessary in the public

interest, such as for reasons of national defense or for the maintenance and improvement of land or the environment.

6. PROVISION OF PUBLIC EMERGENCY CALL SERVICE

- 6.1 The Licensee shall ensure, by means of its GMPCS Telecommunications Network, that any end-user using GMPCS Terminal Equipment connected to the Licensee's GMPCS Telecommunications Network shall have access to a Public Emergency Call Service in the Licensed Area.
- 6.2 The Licensee shall ensure that "999" or such other numbers as are designated by the Regulator as Public Emergency Call Service numbers are continuously available without restriction so that any end-user using GMPCS Terminal Equipment connected to the Licensee's GMPCS Telecommunications Network dialling such number is provided with a Public Emergency Call Service at any time.

7. PROVISION OF DIRECTORY INFORMATION SERVICES

- 7.1 The Licensee shall update directory information promptly and shall provide directory information services upon request to any GMPCS Subscriber using GMPCS Terminal Equipment connected to the Licensee's GMPCS Telecommunications Network, and the tariff, if any, charged therefore shall be approved in writing in advance by the Regulator. The obligation to provide directory information shall not apply in respect of any GMPCS Subscriber who has requested the Licensee not to provide directory information in relation to such GMPCS Subscriber.

7.2 The Licensee shall provide any licensed operator access to the Licensee's directory information on request, in such form as may be determined by the Regulator, on reasonable and fair terms, including reimbursement of the Licensee's direct costs reasonably incurred in granting access, provided that:

- (a) the licensed operator undertakes to use the information only to provide directory information services or for the routing of calls;
- (b) the licensed operator undertakes that it will not give its GMPCS Subscribers directory information services in respect of any GMPCS Subscriber who has requested the Licensee not to provide such information in relation to such subscriber;
- (c) the licensed operator provides access to the Licensee to its own directory information on a similar basis or if the licensed operator is not yet fully operational, provides reasonable undertakings to provide such information; and
- (d) the provision by the Licensee to the licensed operator of the information is not unlawful.

7.3 The Licensee shall use all reasonable efforts to provide its GMPCS Subscribers, upon request, with access to directory information services available in other countries to which the Licensee provides GMPCS Telecommunications Services. Any tariff charged for access to such services shall be subject to the prior written approval of the Regulator.

8. PROVISION OF OPERATOR ASSISTANCE SERVICES

- 8.1 The Licensee shall provide, or provide access to, Operator Assistance Services to its GMPCS Subscribers, upon request, by means of its GMPCS Telecommunications Network.

8.2 The tariff, if any, charged by the Licensee for Operator Assistance Services shall be approved by the Regulator.

9. RELATIONS WITH SUBSCRIBERS

9.1 Without derogating from Article 55 and Article 56 of the Telecommunications Law, the Licensee shall publish a code of practice on subscriber affairs approved in writing by the Regulator, giving guidance to the Licensee's GMPCS Subscribers in respect of any disputes and complaints relating to the provision by the Licensee of the Licensed Services. Included in the code of practice shall be the process for registering the Licensee's GMPCS Subscribers in accordance with any regulations or guidelines issued by the Regulator.

9.2 The Licensee shall prepare an initial draft of the code of practice on subscriber affairs and submit it for review by the Regulator within three (3) months of the Effective Date.

9.3 The code of practice on subscriber affairs shall contain guidelines on the following issues:

- (a) complaints;
- (b) dispute settlement;
- (c) location of customer service departments;
- (d) quality of service;
- (e) provision of ancillary services;
- (f) other matters dealt with in the terms of service of the standard subscriber agreement referred to in Section 9.5; and
- (g) guidelines on service termination.

9.4 After approval of the code of practice by the Regulator, the Licensee shall report to the Regulator on an annual basis (within one (1) month of the end of the Licensee's accounting period) on the performance of the Licensee in meeting the guidelines set out in the code of practice on subscriber affairs, and on the progress made in implementing the guidelines.

9.5 The Licensee shall submit to the Regulator for its review a form of standard agreement containing the terms for the provision of Licensed Services to GMPCS Subscribers (the "**standard subscriber agreement**"). The Licensee may submit a different standard subscriber agreement for use by similarly situated GMPCS Subscribers of a specific category, provided that all such categories shall be objectively justified and do not result in undue discrimination. The Regulator may raise objections and require the introduction of such modifications as the Regulator deems necessary. If no objections are raised or modifications required by the Regulator within thirty (30) days of the submission of such form, such form may be used by the Licensee.

9.6 Any modifications to such agreement also are subject to the foregoing provisions. In addition, the Regulator may subsequently order the introduction of any modification to such agreement after it becomes aware of any fact or circumstance which requires such modification in order to safeguard the interests of GMPCS Subscribers.

10. INTERRUPTIONS TO THE LICENSED SERVICES

10.1 The Licensee shall not intentionally interrupt or suspend the operation of its GMPCS Telecommunications Network (or any part thereof) in the normal course of business, nor may it in the normal course of business suspend the provision of any type of licensed service without having first obtained the approval of the Regulator in writing (including approval of a scheduled service outage plan) and provided reasonable advance notice to persons to be affected by such interruption or suspension.

10.2 The Licensee may suspend or interrupt the operation of its GMPCS Telecommunications Network (or part thereof) without prior notice, but only for the shortest period practicable under the circumstances, where:

- (a) it has been directed to suspend or interrupt service by a Court, regulator or other relevant authority;

- (b) it is necessary to do so in order to prevent imminent risk of danger, damage or injury to persons or property (including the security or integrity of any telecommunications network).

11. TARIFFS OF LICENSED SERVICES

- 11.1 The Licensee's tariffs for the provision of Licensed Services shall be subject to Article 58 of the Telecommunications Law and any regulation made thereunder.
- 11.2 The Licensee shall ensure that it publishes in accordance with the standard subscriber agreement and keeps updated a list of applicable retail tariffs, and makes that list available on its website, at its place of business, and to any person who requests a copy.

12. PROVISION OF SERVICES FOR RESALE

- 12.1 Subject to any regulations on interconnection and to the provisions of this Section 12, the Licensee shall, within six (6) weeks of a request by a licensed operator, enter into a written agreement with the licensed operator to provide such Licensed Services as are reasonably requested to enable that licensed operator to provide resale services. Where the Licensee and such licensed operator cannot agree on the terms of such agreement within such period of time, either party may refer the matter to the Regulator in writing for determination of such terms within thirty (30) days from referral.
- 12.2 The Licensee shall not be required to enter into an agreement under Section 12.1 where to do so would, in its reasonable opinion and with the agreement of the Regulator:
 - (a) cause or would be likely to cause danger, damage or injury to any person or to any property; or
 - (b) interfere with the operation of its GMPCS Telecommunications Network or the provision of GMPCS Telecommunications Services over such network.

- 12.3 The Licensee shall ensure that the agreement referred to in Section 12.1 above is offered on terms and in accordance with tariffs approved or determined by the Regulator and shall provide the Regulator with a copy of each such agreement within three (3) days of its signing.

13. BILLING

- 13.1 The Licensee shall upon issuing any bill in respect of any Licensed Service ensure that every amount stated as due in the bill is no higher than the amount that represents the true extent of any such service lawfully provided by the Licensee to the GMPCS Subscriber in question.
- 13.2 The Licensee shall, no later than three (3) months from the commercial launch date, establish a procedure to ensure the accuracy of its billing system in accordance with Section 13.1 above which must be submitted for prior written approval to the Regulator within two (2) months from the commercial launch date. The Regulator shall issue its decision with respect to such procedure within one (1) month of such submission. The Licensee shall keep such records as may be necessary or may be determined by the Regulator to be necessary for the purpose of satisfying the Regulator that the billing process to ensure the accuracy of its billing system and the Licensee shall for the purposes of this License retain all records for at least two (2) years from the date on which they came into being.
- 13.3 For the purpose of giving the Regulator assurance from time to time that the billing process meets the requirements of Section 13.1 and Section 13.2, the Licensee shall:
 - (a) furnish the Regulator with any information it requires;
 - (b) on reasonable notice, allow the Regulator (or any person authorised by the Regulator) access to any relevant premises of the Licensee during normal business hours; and
 - (c) on reasonable notice, allow the Regulator (or any person authorised by the

- Regulator) to examine or test the whole or any part of the billing process.
- 13.4 The Licensee shall, no later than the commercial launch date, provide itemised billing information to any GMPCS Subscriber upon request in respect of the tariffs for any GMPCS Telecommunications Services provided to such GMPCS Subscriber. If the Regulator permits the Licensee to charge for itemised billing information, any such charge is subject to the prior written approval of the Regulator.
- 14. NUMBERING**
- 14.1 The Licensee shall furnish details of its numbering plan to the Regulator and keep the Regulator informed of material changes to its numbering plan as they occur.
- 15. ACCESS TO LAND AND SHARING OF FACILITIES**
- 15.1 The Licensee shall be entitled to use all public and private properties in accordance with the provisions of Chapter 13 of the Telecommunications Law and any regulations the Regulator may issue relating to infrastructure sharing.
- 15.2 The Licensee may enter into agreements with other GMPCS Licensees for the sharing of telecommunications facilities, provided that:
- (a) the Regulator is satisfied that any such agreement is efficient; and
 - (b) each party substantively retains its own network identity from both a commercial and technical perspective.
- 16. RADIOCOMMUNICATIONS AND FREQUENCY ASSIGNMENT**
- 16.1 The Licensee shall be entitled to apply to the Regulator for the right to use frequency assignments in accordance with a frequency license to be granted under Article 44 of the Telecommunications Law.
- 16.2 The Licensee shall ensure that the radiocommunications equipment comprised in any of its radiocommunications stations is designed and constructed, used and maintained, so as not to cause any undue interference even when in use in compliance with the rules from time to time established by the Regulator.
- 16.3 The Licensee shall not permit or suffer any person to use its radiocommunications equipment comprised in any of its radiocommunications stations unless the person is under the control of, and authorised by, the Licensee.
- 16.4 The Licensee shall ensure that all persons using its radiocommunications equipment comprised in any of its radiocommunications stations are made aware of the relevant terms of this License and other applicable license and comply with such terms.
- 16.5 Without derogating from Article 77 of the Telecommunications Law, the Licensee shall permit any person authorised by the Regulator to have access to any of its radiocommunications stations and to inspect or test its radiocommunications equipment at any reasonable time or whenever an emergency situation exists, at any time, for the purpose of verifying compliance with the terms of the License, the provisions of the Telecommunications Law and regulations issued thereunder or for the purpose of investigating sources of radiocommunications interference.
- 17. INTEROPERABILITY AND TECHNICAL STANDARDS**
- 17.1 The Licensee shall comply with relevant regulations and technical specifications issued by the Regulator in order to ensure interoperability of the Licensed Services and its GMPCS Telecommunications Network with telecommunications services and telecommunications networks provided by other licensed operators to the extent technically feasible.
- 18. PRIVACY AND CONFIDENTIALITY**
- 18.1 The Licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of information and business secrets obtained in the

course of its business from any person to whom it provides the Licensed Services by establishing and implementing reasonable procedures for maintaining privacy and confidentiality of such information subject to any requirement under law.

18.2 The Licensee shall maintain sufficient information on its privacy and confidentiality procedures to satisfy the Regulator, at its reasonable request, that the requirements of Section 18.1 are being met.

18.3 The Licensee shall not use or allow to be used any apparatus comprised in the GMPCS Telecommunications Network which is capable of recording, silently monitoring, or intruding into calls unless it complies with applicable law.

19. ANTI-COMPETITIVE PRACTICES

19.1 Without derogating from Article 65 of the Telecommunications Law, the Licensee shall not, alone or together with others, engage in or continue or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall:

19.2 not engage in anti-competitive cross-subsidisation;

19.3 if applicable, not abuse its dominant position;

19.4 not enter into exclusive arrangements with third parties for the location of its facilities that are required to provide any of the Licensed Services;

19.5 not enter into any agreements, arrangements or undertakings with any person, including any supplier of services that compete with any of the Licensed Services, which have as their objective or cause the fixing of prices or other restraint on competition;

(a) not use information obtained from competitors if the objective or effect of such use is anti-competitive;

(b) to the extent required by applicable law and this license, make available to other licensed operators on a timely basis technical information about essential facilities and other commercially

relevant information that is necessary for them to provide telecommunications services; and

(c) not show undue discrimination against particular persons or persons of any class or description as respects the provision of any licensed service (whether in respect of the tariffs, charges or other terms applied or otherwise).

20. ACCOUNTING REQUIREMENTS

20.1 The Licensee shall in a manner to be approved in advance in writing by the Regulator, keep, draw up, submit to independent audit by an external auditor approved by the Regulator and present in written form, separate accounts for the GMPCS Telecommunications Services, to the extent that would be required if the GMPCS Telecommunications Services in question were carried out by legally independent companies, so as to identify all elements of cost and revenue, with the basis of their calculation and the detailed attribution methods used, related to such GMPCS Telecommunications Services, and the accounts shall include an itemised breakdown of fixed assets.

20.2 The Regulator may request the Licensee to submit other accounting information it may require in order to effectively supervise and enforce the terms of this License and the provisions of the Telecommunications Law.

21. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION

21.1 Without derogating from Article 53 and Article 77 of the Telecommunications Law, the Licensee is required to maintain such information as will enable the Regulator to carry out its functions under the Telecommunications Law in such manner as the Regulator may from time to time request. The Regulator shall have the right to request the Licensee to submit periodic reports, statistics and other data as well as request additional information in order to effectively supervise and enforce the terms of this License, the provisions of the

Telecommunications Law and the regulations issued thereunder.

22. OTHER OBLIGATIONS

22.1 Upon implementation of the unified licensing framework, the Licensee shall transition to the new licensing framework upon the Regulator's request and within the timeframe mandated for such transition.

23. LICENSE FEES

23.1 The annual fee for each subsequent year after the first year shall be set in accordance with the Regulator's Schedule of Fees as published from time to time and shall not exceed one (1) per cent of the gross annual turnover of the Licensee attributable to the Licensed Services, payable in advance using the gross annual turnover of the previous year and adjusted for any change when the gross annual turnover for the current year becomes available.

23.2 The applicable turnover based fee shall be paid to the Regulator in dinars annually in advance no later than 31 January of each calendar year thereafter.

24. DURATION AND RENEWAL

24.1 This License shall be valid for a term of fifteen (15) years from the effective date.

24.2 The Regulator shall renew the License upon request by the Licensee for additional terms of ten (10) years upon expiration of the current License term, provided that the Licensee is not, and has not been, in material breach of the License (in which case, the Regulator may veto renewal in accordance with Article 30 of the Telecommunications Law).

25. MODIFICATION, REVOCATION AND TERMINATION

25.1 The License may be modified in any of the following ways at any time:

(a) Written agreement between the Regulator and the Licensee.

(b) By the Regulator if the Regulator determines that such modification is necessary to make the conditions of the License consistent with terms being imposed generally in respect of all licenses issued in the same category, for the purpose of ensuring fair competition between Licensees in that category or to the extent necessitated by technological development, provided that the Regulator shall have:

(i) given the Licensee six (6) months written notice of the proposed modification; and

(ii) consulted with the Licensee;

(c) an order of modification by the Regulator in accordance with Article 35 of the Telecommunications Law.

25.2 The License may be revoked in any of the following ways at any time:

(a) Written agreement between the Regulator and the Licensee.

(b) An order of revocation by the Regulator in accordance with Article 35 of the Telecommunications Law.

(c) If the Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.

25.3 The License shall automatically terminate upon the expiry of its term if it is not renewed in accordance with Section 24.2 above.

26. FORCE MAJEURE

26.1 If the Licensee is prevented from performing any of its obligations under this License because of force majeure the Licensee shall notify the Regulator of the obligations it is prevented from performing and the reason why as soon as practicable after it

becomes aware or reasonably should become aware of such force majeure.

- 26.2 The Regulator shall suspend those obligations referred to under Section 26.1 and the Licensee will not be liable to perform those obligations, for so long as the force majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this License or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

27. DISPUTE RESOLUTION

- 27.1 All disputes between the Licensee and the Regulator arising out of this License shall be resolved in accordance with the provisions of Chapter 16 of the Telecommunications Law.
- 27.2 The courts of the Kingdom of Bahrain shall have jurisdiction over disputes between the Licensee and other Licensees in connection with telecommunications activities which they are licensed to conduct, provided, however, that a party to such dispute may require the dispute to be referred to arbitration, in which case, unless the parties agree otherwise and provided that such agreement is not contrary to Chapter 7 of the Civil and Commercial Procedural Law of 1971, the provisions of Articles 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

28. NOTICES

- 28.1 All notices from the Licensee to the Regulator and vice versa shall be in writing and sent by registered mail and email with acknowledgement of delivery to the following address:

If sent to the Regulator: PO Box 10353, Manama, Kingdom of Bahrain

Email address:

If sent to the Licensee: P.O. Box XXXX,

Email address:

Either party may change the above address by notifying the other party in writing at least fifteen (15) days before such change takes effect.

Signed by
General Director of the Telecommunications
Regulatory Authority

