

TEMPORARY WIFI FREQUENCY LICENSE

1. GRANT OF LICENSE

- 1.1 The Telecommunications Regulatory Authority under section 44 of the Legislative Decree No. 48 of 2002 with respect to Telecommunications (the “**Telecommunications Law**”) hereby grants this temporary license (the “**Frequency License**”) by which the Authority permits the use on a non-exclusively basis to [*name of licensee*](that Person being a “**Licensee**”) the radio frequency spectrum described in Schedule A (the “**Assigned Radio Frequency Spectrum**”) for the sole purpose of using Radiocommunications Equipment operating at the Assigned Radio Frequency Spectrum as part of its Telecommunications Network.
- 1.2 Where the Licensee is a Licensed Operator, the Licensee shall not use the Assigned Radio Frequency Spectrum unless the Telecommunications License of the Licensee is valid and current.
- 1.3 This Frequency License shall be subject to the provisions herein stated, the Telecommunications Law and any regulations issued thereunder.

2. DEFINITIONS

- 2.1 For the purposes of this license:
 - (a) a meaning or definition provided for any capitalized word, phrase or expression under the Telecommunications Law shall also be applicable to such capitalized word, phrase or expression in this Frequency License; unless the context requires otherwise; and
 - (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;

“**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 or other ownership interest, whether by control or otherwise and “**controlling**” and “**controlled**” shall be construed accordingly;

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

“**Notice**” means the WiFi Frequency License Notice published by the Authority on 14th August 2005.

3. EXERCISE OF RIGHTS AND SUBCONTRACTING

Without prejudice to section 50.1 and 50.2 of the Telecommunications Law, the Licensee may, with the prior written approval of the Authority, exercise its rights under this Frequency License through an Affiliate or sub-contract to another Person; provided, however, that the Licensee shall continue to be fully liable for any obligation arising in relation to the provision of any such licensed activity. The Authority may revoke its approval at any time by providing reasonable advance notice to the Licensee in writing. The prior written approval of the Authority shall not be required if such Affiliate is and remains wholly owned by the Licensee, provided always that the Authority shall be notified of such arrangement.

4. USE OF RADIO FREQUENCY SPECTRUM

4.1 Without derogating from section 49 of the Telecommunications Law, the Licensee shall take all necessary steps to ensure that the use of the Assigned Radio Frequency Spectrum is safe and does not cause harmful interference to the other existing Radiocommunications Stations and Telecommunications Networks operating in the same area or radio frequency band and in other areas or radio frequency bands.

- 4.2 The Licensee shall take all appropriate measures to ensure that its Operating Licenses and the Radiocommunications Stations and equipment comprised therein are adequately protected from interference that may be caused by Radiocommunications Stations and Telecommunications Networks operating in the same area or radio frequency band or in other areas or radio frequency bands.
- 4.3 The Licensee shall co-operate with the Authority for the purposes of assisting the Authority in co-ordinating and managing the efficient use of radio frequencies in relation to neighboring countries, including but not limited to the provision of information to the Authority, and the reduction of emission levels of Radiocommunications Stations.
- 4.4 Subject to applicable law and this section 4, the use of any part of the Assigned Radio Frequency Spectrum for the purposes of managing harmful interference (including the provisioning for a guard band(s)) shall be at the discretion of the Licensee.

5. RADIOCOMMUNICATIONS EQUIPMENT

- 5.1 The Licensee shall ensure that the Radiocommunications Equipment comprised in any of its Radiocommunications Stations:
- (a) at all times comply with all applicable emission standards and technical specifications or requirements specified by the Authority, from time to time, in the Notice and in relation thereto; and
 - (b) is designed and constructed, used and maintained so as not to cause any undue interference even when in use in compliance with the Telecommunications Law and its regulations.
- 5.2 The Licensee shall ensure that the Radiocommunications Stations and equipment comprised therein that are operated within the Assigned Radio Frequency Spectrum are not used for unlawful purposes or misused in any way.

5.3 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 Frequency License together with any other relevant license and comply with such terms.

6. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION

6.1 Without derogating from section 53 and 77 of the Telecommunications Law, the Licensee is required to maintain such information as will enable the Authority to carry out its functions under the Telecommunications Law in such manner as the Authority may from time to time request. The Authority 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.

6.2 Without derogating from section 77 of the Telecommunications Law, the Licensee shall permit a Person authorized by the Authority 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 this Frequency License, or investigating sources of harmful Radiocommunications interference.

7. FREQUENCY LICENSE FEES

The fee for this temporary Frequency License shall be [*BD 200*], which shall be payable to the Authority before the issue of the Frequency License.

8. DURATION AND RENEWAL

8.1 This Frequency License is valid for the period of three (3) months ONLY from [*grant date*].

8.2 The Authority shall have no obligation whatsoever to renew this Frequency License or to grant the Assigned Frequency Spectrum to the Licensee upon a new request by the Licensee for that spectrum.

9. MODIFICATION, REVOCATION AND TERMINATION

9.1 Without derogating from section 51 of the Telecommunications Law, this Frequency License may be modified in any of the following ways at any time:

- (a) written agreement between the Authority and the Licensee.
- (b) by the Authority if the Authority determines that such modification is necessary to make the conditions of the license consistent with conditions 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 Authority shall have consulted with the Licensee.

9.2 The Authority may revoke this Frequency License in accordance with section 51 of the Telecommunications Law. The Authority's authority in this respect includes its right to revoke the Frequency License if the Licensee's Telecommunications License, if any, is terminated or revoked.

9.3 This Frequency License shall terminate automatically upon the expiry of its term if it is not renewed in accordance with section 10.2 above.

10. FORCE MAJEURE

10.1 If the Licensee is prevented from performing any of its obligations under this Frequency License because of force majeure the Licensee shall notify the Authority of the obligations it is prevented from performing as soon as practicable after it becomes aware of such force majeure.

10.2 The Authority may suspend those obligations referred to under section 11.1 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 the law or 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.

11. DISPUTE RESOLUTION

11.1 All disputes between the Licensee and the Authority arising out of this license shall be resolved in accordance with the provisions of Chapter XVI of the Telecommunications Law.

11.2 The courts of the Kingdom of Bahrain shall have jurisdiction over disputes between the Licensee and other Licensed Operators 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 VII of the Civil and Commercial Procedural Law of 1971, the provisions of sections 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

12. NOTICES

12.1 All notices to be sent by the Licensee to the Authority and vice versa shall be satisfied if sent by registered mail with acknowledgement of delivery to the following addresses:

- (a) if sent to the Authority: P. O. Box 10353, Manama, Kingdom of Bahrain; and
- (b) if sent to the Licensee: [*address of licensee*].

- 12.2 Where the subject of the notice concerns the entire class of the licensees, the Authority may instead publish the notice on its website and two daily newspapers of the Kingdom of Bahrain (one Arabic and one English) or in the Official Gazette or such other manner that ensures that such notice is brought to the knowledge of the Licensee.
- 12.3 Either party may change its address in section 12.1 by notifying the other party in writing at least fifteen (15) days before such change takes effect.

SCHEDULE A

TEMPORARY ASSIGNMENT OF RADIO FREQUENCY SPECTRUM

The Assigned Radio Frequency Spectrum means, unless otherwise specified below, the paired radio frequency band(s) consisting of the range of radio frequencies between the upper and lower frequency limits of the radio frequency bands specified in the table below:

Band	Range	Specific Restrictions and Conditions
2.4 GHz	2400 – 2483.5 MHz	WiFi, less than -10 dBW (100 mW) EIRP

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