

ANNEX B

FORM OF INDIVIDUAL LICENCE FOR TELECOMMUNICATIONS SERVICES – CONSOLIDATED TERMS

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FORM OF INDIVIDUAL LICENCE FOR TELECOMMUNICATIONS SERVICES

GENERAL TERMS

1 GRANT OF LICENCE

- 1.1 The Telecommunications Regulatory Authority (the “**Authority**”) hereby grants [COMPANY] (the “**Licensee**”) this licence, under Articles 25 and 29 of the Telecommunication Law promulgated by Legislative Decree No. 48 of 2002, by virtue of which the Licensee is authorised to provide the Licensed Services described herein in the Licensed Area set out herein (the “**Licence**”).
- 1.2 This Licence shall be subject to the provisions herein stated, the Telecommunications Law and any Applicable Legal Instruments.

2 INTERPRETATION AND DEFINITIONS

2.1 For the purposes of this Licence:

- (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 Licence, unless the word, phrase or expression is defined in this Licence or the context requires otherwise.
- (b) Headings and titles are provided for convenience, and shall not limit or otherwise affect the interpretation of the provisions of this Licence.
- (c) A reference to significant market power, dominance or a dominant position shall be a reference to such power, dominance or position, as the case may be, for the relevant market as determined by the Authority from time to time.
- (d) The applicable Schedules form part of this Licence.
- (e) A definition provided in an applicable Schedule to this Licence shall prevail over any conflicting definition set out in the General Terms.
- (f) A definition provided in an applicable Service Schedule to this Licence shall prevail over any conflicting definition set out in the General Terms and any other Schedule applicable to the Licensed Services.

2.2 The following terms and expressions shall have the following meanings in this Licence 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;

“**Applicable Legal Instrument**” means a legal instrument that is promulgated by the Authority in accordance with Article 3 subsection (c) of the Telecommunications Law, including any amendments or new legal instruments that may be adopted by the Authority from time to time;

“Basic Data Service” means a telecommunications service, including mobile radiocommunications, 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;

“Basic Voice Service” means a telecommunications service, including mobile radiocommunications, involving the transmission of two-way real-time speech, but excluding 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, whether:

- (a) between persons and persons, things and things or persons and things;
- (b) in the form of speech, music or other sounds;
- (c) in the form of data;
- (d) in the form of text;
- (e) in the form of visual images (animated or otherwise);
- (f) in the form of signals; and
- (g) 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 or other means and **“Controlling”** and **“Controlled”** shall be construed accordingly;

“Effective Date” means the date in section 12.1;

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

“Fixed Telecommunications Network” means a public telecommunications network which facilitates the conveyance by whatever means, including, but not limited to, fixed wireless technology, of signals between network termination points at fixed locations (including to an area of limited mobile range in the vicinity of the fixed location) within the Licensed Area but which does not comprise any network equipment supporting cellular technology and which provides inter-cell handover in accordance with the relevant international standard for mobile radiocommunications;

“Force Majeure” means any cause affecting the performance by the Licensee of any obligation hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof), fire, flood, inclement weather, terrorism or any disaster or an industrial dispute (other than relating to the Licensee's own workforce) affecting the provision of

Licensed Services. Force Majeure excludes any obligations a Licensee has pursuant to governmental or States' acts or regulations or changes thereof. Any act, event, omission, happening or non-happening only will be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the Licensee, its officers, contractors, sub-contractors, agents, servants or employees;

"General Terms" means the general terms of this Licence, excluding the Schedules;

"Harmful Interference" means the effect of unwanted energy due to one or a combination of emissions, radiations inductions, conductions or another electromagnetic effect which endangers the functioning of a radionavigation service or other safety services or seriously degrades, obstructs or repeatedly interrupts any radiocommunication service operating in accordance with applicable regulations, licences or determinations of any frequency licensing authority within the Kingdom or in any other jurisdiction;

"International Telecommunications Facilities" means any telecommunications facilities used or intended for use in connecting the Kingdom of Bahrain to other countries or territories outside the Kingdom of Bahrain, for the provision of an International Telecommunications Service;

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

"Internet Access Services" means services provided to the public to access the internet, and thereby providing connectivity to virtually all end points of the internet, irrespective of the network technology and Terminal Equipment used;

"IP" means internet protocol;

"ITU" means the International Telecommunication Union, a specialised agency of the United Nations;

"Licensed Area" means the territory of the Kingdom of Bahrain;

"Licensed Services" means the telecommunications services described in section 2 of the applicable Service Schedule;

"Mobile Telecommunications Network" means a public telecommunications network which facilitates the conveyance by whatever means of signals between network termination points within the Licensed Area and which significantly comprises telecommunications equipment designed or adapted for use for mobile radiocommunications;

"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 Terminal Equipment which is lawfully connected to a telecommunications network and which is capable of transmitting and receiving Basic Voice Services, communicate with any of the Emergency Organisations for the purpose of notifying such organisation of an emergency;

"Schedule" means a schedule to this Licence;

“Service Schedule” means a Schedule forming part of this Licence which sets out the specific terms and conditions relating to a telecommunications service, network and/or facility;

“Subscriber” means any person that is a party to a contract with the Licensee for the provision of the Licensed Services;

“Telegraph Service” means the transmission of telegraph signals via a Fixed Telecommunications Network;

“Telex Service” means a service which is provided for the purposes of text communication only by directly transmitting text messages between Terminal Equipment connected to a Fixed Telecommunications Network; and

“Terminal Equipment” means any appliance, apparatus or accessory connected to a telecommunications network to enable reception and transmission of telecommunications services.

3 AFFILIATES AND SUB-CONTRACTING

3.1 The Licensee may, with the prior written approval of the Authority:

- (a) 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; or
- (b) where Schedule S7 (International Telecommunications Facilities) applies, conduct any or all of the activities described in that Schedule through an Affiliate or sub-contract the conduct of any or all such activities 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 or to any such activity (as applicable). 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, or is also a Licensee itself, provided always that the Authority shall be notified in writing of such arrangement.

4 LICENSEE OBLIGATIONS

4.1 The Licensee shall comply with:

- (a) the Telecommunications Law and all decisions, determinations, resolutions, regulations and orders issued by the Authority, and any other Applicable Legal Instruments; and
- (b) all applicable laws of the Kingdom of Bahrain,

including any amendments or new legal instruments that may be adopted from time to time.

5 INTEROPABILITY AND TECHNICAL STANDARDS

The Licensee shall comply with any relevant Applicable Legal Instruments and technical specifications issued by the Authority in order to ensure interoperability of the Licensed Services and its telecommunications network with telecommunications services and telecommunications networks provided by other licensed operators to the extent technically feasible.

6 PRIVACY, SECURITY AND CONFIDENTIALITY

6.1 The Licensee shall 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. The Licensee shall establish and implement procedures for maintaining privacy and confidentiality of such information subject to any requirement under law.

6.2 The Licensee shall maintain sufficient information on its privacy and confidentiality procedures to satisfy the Authority, at its reasonable request, that the requirements of section 6.1 are being met.

6.3 Subject to any related provisions in:

(a) any applicable legal instrument issued by the Authority; and

(b) the privacy laws of the Kingdom of Bahrain, including Law No. 30 of 2018 with respect to Personal Data Protection (Data Protection Law) and any successor legislation,

the Licensee shall not disclose information of a customer except with the consent of the customer, except for the prevention or detection of crime or the apprehension or prosecution of offenders or except as may be authorised by or under any law.

6.4 The Licensee shall not use information provided by its customers or obtained in the course of provision of service to its customers other than for and in relation to the provision by the Licensee of the service.

6.5 The Licensee shall not use or allow to be used any apparatus which is capable of recording, silently monitoring, or intruding into Calls unless it complies with applicable law.

6.6 Without prejudice to any laws or Applicable Legal Instruments regarding lawful access, the Licensee shall take all appropriate and proportionate technical and organisational measures to manage the risks posed to the security of Licensed Services and networks. These risks shall include, without limitation, national security, asset security, information security, organisational security and physical security. Having regard to the state of the art, those measures shall ensure a level of security appropriate to the risk presented. In particular, measures shall be taken to prevent and minimise the impact of security incidents on users and on other licensed networks and services.

7 QUALITY OF SERVICE REQUIREMENTS

- 7.1 The Licensee shall meet the quality of service requirements determined from time to time by the Authority pursuant to any Applicable Legal Instruments (the “**Quality of Service Requirements**”).
- 7.2 The Licensee shall ensure that it maintains information records for the purposes of satisfying the Authority that the Licensee is meeting the Quality of Service Requirements.
- 7.3 The Authority may carry out tests on the quality of the Licensed Services and the Licensee shall extend full co-operation and assistance for the purpose of such audits, including the provision of relevant information and facilitating access to premises and equipment as appropriate.

8 ACCOUNTING REQUIREMENTS

- 8.1 The Licensee shall comply with any Applicable Legal Instruments relating to accounting requirements. If the Licensee has dominant market power in a relevant market, the Authority may order the Licensee to also set up and maintain a cost accounting system enabling the costing of each individual service.
- 8.2 The Authority may request the Licensee to submit other accounting information as it may require in order to effectively supervise and enforce the terms of this Licence and the provisions of the Telecommunications Law and any Applicable Legal Instruments.

9 REQUIREMENT TO PROVIDE INFORMATION

Without derogating from Articles 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 Licence, the provisions of the Telecommunications Law and any Applicable Legal Instruments.

10 COOPERATION AND SUPPORT

The Licensee shall cooperate with any request for technical support from the Authority and shall endeavour to make available such experienced personnel as necessary to prepare for or participate in national, regional and international meetings and conventions relating to policies, regulations, treaties and standards relevant to the telecommunications sector.

11 LICENCE FEES

The Licensee must pay the applicable fees in accordance with the Schedule of Fees Regulation as amended from time to time and in accordance with any related or successor Applicable Legal Instruments.

12 DURATION AND RENEWAL

12.1 The Effective Date of this Licence is [●] (the “**Effective Date**”). This Licence shall be valid for a term of [fifteen (15)] years.

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

13 MODIFICATION, REVOCATION AND TERMINATION

13.1 The Licence may be modified in any of the following ways at any time by:

- (a) written agreement between the Authority and the Licensee;
 - i. given the Licensee six (6) months written notice of the proposed modification; and
 - ii. consulted with the Licensee;
- (b) an order of modification by the Authority in accordance with Article 35 of the Telecommunications Law;
- (c) a determination of the Authority that such modification(s) is / are necessary to comply with the Telecommunications Law.

13.2 The Licence may be revoked in any of the following ways at any time:

- (a) by written agreement between the Authority and the Licensee;
- (b) by an order of revocation by the Authority if the Licensee has knowingly or grossly negligently provided misleading, erroneous or incomplete information in their Licence application or in the auction process (as applicable) prior to the grant of their Licence or in response to any formal information request by the Authority;
- (c) by an order of revocation by the Authority in accordance with Article 35 of the Telecommunications Law;
- (d) if the Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors; or
- (e) if the Licensee ceases to provide telecommunications services.

13.3 The Licence shall automatically terminate upon the expiry of its term if it is not renewed in accordance with section 13.2 above.

14 FORCE MAJEURE

14.1 If the Licensee is prevented from performing any of its obligations under this Licence because of Force Majeure the Licensee shall notify the Authority of the obligations it is

prevented from performing as a result as soon as practicable after it becomes aware of such Force Majeure.

14.2 The Authority may suspend those obligations referred to under section 14.1 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 Licence 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.

15 DISPUTE RESOLUTION

15.1 All disputes between the Licensee and the Authority arising out of this Licence shall be resolved in accordance with the provisions of Chapter 16 of the Telecommunications Law.

15.2 Subject to the relevant provisions of the Telecommunications Law that allow disputes to be referred to the Authority, 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 VII of the Civil & Commercial Procedural Law of 1971, the provisions of Articles 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

16 COMPLIANCE

16.1 The Authority may exercise its inspection and supervision powers under Article 77 of the Telecommunications Law for the purposes of verifying compliance with the terms of this Licence.

16.2 Without prejudice to the Authority's powers under the Telecommunications Law and/or any other Applicable Legal Instruments, if the Licensee fails to comply with its obligations under this Licence, the Authority may take such action as it deems necessary and appropriate in accordance with the provisions of Article 3(c), 35 and/or 65 of the Telecommunications Law (as appropriate).

17 NOTICES

17.1 All notices from the Licensee to the Authority and *vice versa* shall be in writing and sent:

(a) By registered mail with acknowledgement of delivery to the following addresses:

- i. If sent to the Authority: [insert address]
- ii. If sent to the Licensee: [insert address].

Either party may change its above address by notifying the other party at least fifteen (15) days before such change takes effect; or

- (b) Electronically via email where the other party confirms email delivery, or where read receipt is enabled.

Acceptance by: [**COMPANY**]

Signature:

Name:

Designation:

Date:

SCHEDULE S1 – FIXED SERVICES

1 APPLICABLE TERMS AND DEFINITIONS

1.1 The applicable terms of this Licence are set out in:

- (a) this Service Schedule;
- (b) the General Terms;
- (c) Schedule T1 (Billing);
- (d) Schedule T2 (Subscriber Relations);
- (e) Schedule T3 (Service Availability);
- (f) Schedule T4 (Radiocommunications);
- (g) Schedule T5 (Interconnection);
- (h) Schedule T6 (Emergency Calls & Numbering); and
- (i) Schedule T7 (Land Access & Facility Sharing).

1.2 For the purposes of this Schedule, the following definitions shall apply:

“Amendment Date” means [insert date];

“BNET” means BNET B.S.C. (c);

“BNET’s Reference Offer” means the reference offer incorporating the products and services (including the price and non-price terms) to be offered by BNET, as approved by the Authority from time to time in accordance with the requirements of the Telecommunications Law, the Access Regulation and any decision, determination, order and/or any other Applicable Legal Instruments;

“Fixed Telecommunications Service” means (a) any Basic Data Service, Basic Voice Service (and for as long as the Licensee is the holder of a Value Added Services Licence, Value Added Service reasonably related to the foregoing) other than a service provided by means of mobile radiocommunications and (b) offering access to or leasing telecommunications facilities to others; and

“Public Voice Services” means real time, two way voice calls provided between members of the public;

“Value Added Services” means enhanced or value added telecommunications data and/or voice services (other than Public 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 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 a Licence for Internet Access Services.

2 LICENSED SERVICES

- 2.1 The Licensee is authorised on a non-exclusive basis to provide the following Licensed Services in the Licensed Area:
- (a) Fixed Telecommunications Services;
 - (b) Telegraph Services;
 - (c) Telex Services; and
 - (d) International Telecommunications Services over a fixed network.
- 2.2 Subject to any additional terms in Schedule S7 (International Telecommunications Facilities), the Licensee is authorised on a non-exclusive basis to install, operate and manage its International Telecommunications Facilities in the Licensed Area.
- 2.3 Subject to and without prejudice to Article 40(bis) of the Telecommunications Law, the following sections 2.4 to 2.8 shall apply only until and for as long as the Licensee holds fixed telecommunications network in the Kingdom, and unless the Authority determines otherwise.
- 2.4 The Licensee is authorised to install, operate and manage the national fixed telecommunications network subject to sections 2.5 to 2.8 of this Schedule.
- 2.5 The Licensee is authorised to connect and operate its national Fixed Telecommunications Network to:
- (a) any Fixed Telecommunications Infrastructure Network in line with any agreements entered into with any holder of a Fixed Telecommunications Infrastructure Network Licence;
 - (b) any telecommunications network operated under a telecommunications Licence; and
 - (c) any telecommunications equipment approved for connection in accordance with Article 38 of the Telecommunications Law and any Applicable Legal Instruments.
- 2.6 The Licensee shall, in accordance with a timetable and process to be determined by the Authority (in consultation with the Licensee and other stakeholders), migrate the parts of its national fixed telecommunication network that may be mandated by the Authority to BNET and/or decommission such assets. The migration and/or decommissioning timetable and process shall include the necessary amendments required to this Licence as a result of the migration and/or decommissioning of the relevant parts of the Licensee's national Fixed Telecommunications Network. These include without limitation relevant amendments to and/or disapplication of the relevant provisions in section 2.8 (regarding network termination) and Schedule T7 (Land Access & Facility Sharing) that are dependent upon the Licensee operating and managing a national Fixed Telecommunications Network.
- 2.7 Unless otherwise approved by the Authority, from the Amendment Date of this Licence the Licensee is not authorised to install any additional fixed fibre assets in the Kingdom, other than those under BNET's Reference Offer. If such an approval is granted by the

Authority, it may be subject to such conditions as the Authority deems necessary to ensure the objectives of the Telecommunications Law (including conditions relating to the migration and/or decommissioning of any such additional fixed fibre assets to BNET). The Licensee may maintain its existing national Fixed Telecommunications Network including any existing fibre assets installed by the Licensee at the Amendment Date of this Licence within the Licensee's existing national Fixed Telecommunications Network and/or any additional fibre assets approved by the Authority under this section 2.7. The Licensee's rights to maintain such fibre assets shall apply until the migration and/or decommissioning of such fibre assets envisaged at section 2.6 of this Schedule has occurred.

- 2.8 The Licensee shall establish a network termination point at the Subscriber's premises that shall constitute the boundary of its network. The Licensee shall permit a Subscriber to connect any cabling owned by that Subscriber at that Subscriber's premises provided such connection is to a network termination point only and is in compliance with any relevant Applicable Legal Instrument.
- 2.9 For the avoidance of doubt, the Licensee is not authorised to engage in broadcasting.

SCHEDULE S2 – MOBILE SERVICES

1 APPLICABLE TERMS AND DEFINITIONS

1.1 The applicable terms of this Licence are set out in:

- (a) this Service Schedule;
- (b) the General Terms;
- (c) Schedule T1 (Billing);
- (d) Schedule T2 (Subscriber Relations);
- (e) Schedule T3 (Service Availability);
- (f) Schedule T4 (Radiocommunications);
- (g) Schedule T5 (Interconnection);
- (h) Schedule T6 (Emergency Calls & Numbering);
- (i) Schedule T7 (Land Access & Facility Sharing).

1.2 For the purposes of this Schedule, the following definitions shall apply:

“Coverage” means the portion of the Licensed Area to which Mobile Telecommunications Services (voice and data) are accessible; and

“Mobile Telecommunications Service” means any Basic Data Service or Basic Voice Service including an International Telecommunications Service, provided by means of mobile radiocommunications, which uses technologies that are approved by the Authority in order to provide International Mobile Telecommunications (IMT) as defined by the ITU.

2 LICENSED NETWORKS AND SERVICES

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

2.2 Subject to any additional terms in Schedule S7 (International Telecommunications Facilities), the Licensee is authorised on a non-exclusive basis to install, operate and manage its International Telecommunications Facilities in the Licensed Area.

3 COVERAGE REQUIREMENTS

3.1 The Licensee shall provide and maintain a Mobile Telecommunications Network that is capable of providing Mobile Telecommunications Services in accordance with the Coverage requirements and timeframes set out in any Applicable Legal Instrument.

3.2 The Licensee shall publish a network coverage map on the licensee's primary website which shall be updated no less frequently than every six months. The form of the coverage map (or maps, as the case may be) shall be approved in advance by the Authority.

4 TECHNOLOGY APPROVAL

The Licensee shall seek approval from the Authority, in advance, before introducing any new IMT technology as defined by the ITU or ceasing the provision of any existing technology.

5 EXPIRATION, TERMINATION OR REVOCATION

If for any reason the Licensee's frequency licence referred to in section 2.2 of Schedule T4 (Radiocommunications) is expired, terminated or revoked, then this Licence shall also be deemed to be expired, terminated or revoked.

SCHEDULE S3 – INTERNATIONAL TELECOMMUNICATIONS SERVICES

[The Authority may waive the need for this Schedule if the applicant already holds or is applying for Licences for Fixed Services (Schedule S1), Mobile Services (Schedule S2) or Aircraft Connectivity Services (Schedule S4)]

1 APPLICABLE TERMS AND DEFINITIONS

1.1 The applicable terms of this Licence are set out in:

- (a) this Service Schedule;
- (b) the General Terms;
- (c) Schedule T1 (Billing);
- (d) Schedule T2 (Subscriber Relations); and
- (e) Schedule T4 (Radiocommunications).

2 LICENSED SERVICES

The Licensee is authorised on a non-exclusive basis to provide International Telecommunications Services in the Licensed Area.

SCHEDULE S4 – INTERNATIONAL TELECOMMUNICATIONS FACILITIES

1 APPLICABLE TERMS AND DEFINITIONS

1.1 The applicable terms of this Licence are set out in:

- (a) this Service Schedule;
- (b) the General Terms;
- (c) Schedule T1 (Billing); and
- (d) Schedule T3 (Service Availability).

1.2 For the purposes of this Schedule, the following definitions shall apply:

“Cable Landing Station” means the point at which any cable landed in Bahrain connects to another public telecommunications network within the Kingdom of Bahrain, including, but not limited to, buildings, equipment and land necessary to establish and maintain such connection; and

“Point of Presence” means the point at which any international network connects to another public telecommunications network within the Kingdom of Bahrain, including, but not limited to, buildings, equipment and land necessary to establish and maintain such connection.

2 LICENSED FACILITIES

2.1 The Licensee is authorised on a non-exclusive basis to install, operate and manage its International Telecommunications Facilities in the Licensed Area.

2.2 The Licensee is authorised to connect its International Telecommunications Facilities to:

- (a) any telecommunications network operated under a telecommunications licence; and
- (b) any telecommunications equipment approved for connection in accordance with Article 38 of the Telecommunications Law and any Applicable Legal Instruments.

3 LOCATION OF INTERNATIONAL TELECOMMUNICATIONS FACILITIES

3.1 The Licensee shall provide the Authority with a specific description of the location of each Cable Landing Station, fixed earth station and Point of Presence, as the case may be, installed, operated or managed by the Licensee within the Licensed Area pursuant to this Licence. The description shall include a map showing specific geographic coordinates of any such Cable Landing Station, fixed earth station or Point of Presence.

3.2 The Licensee shall at all times comply with any requirements of the Kingdom of Bahrain regarding the location and concealment of its International

Telecommunications Facilities for the purpose of protecting and safeguarding its International Telecommunications Facilities from damage or destruction.

- 3.3 The location of any International Telecommunications Facilities within the Licensed Area shall be moved or shifted by the Licensee upon the request of the Authority, whenever the Authority considers such course necessary in the public interest, for reasons of national defense or for the maintenance and improvement of harbours for navigational purposes.

SCHEDULE S5 – INTERNET EXCHANGE

1 APPLICABLE TERMS AND DEFINITIONS

1.1 The applicable terms of this Licence are set out in:

- (a) this Service Schedule;
- (b) the General Terms; and
- (c) Schedule T3 (Service Availability).

1.2 For the purposes of this Schedule, the following definitions shall apply:

“Internet Exchange” means a facility comprising telecommunications equipment through which: (a) internet traffic is aggregated, transmitted, exchanged and distributed; and (b) Peering is facilitated; and

“Peering” means the direct exchange of internet traffic between internet service providers at an Internet Exchange.

2 LICENSED SERVICES

The Licensee is authorised on a non-exclusive basis to establish, operate, manage and maintain an Internet Exchange in the Licensed Area. The Licensee is not authorised under this Licence to offer any other telecommunications services, unless it has obtained the appropriate licenses prior to the offering of such services.

3 CONNECTION TO INTERNET EXCHANGE

The Licensee shall notify the Authority of all parties connected or proposing to connect to its Internet Exchange within 14 days of the issuance of this Licence, and shall subsequently notify the Authority within 14 days of any new parties connecting to its Internet Exchange.

SCHEDULE S6 – EARTH STATION SERVICES

1 APPLICABLE TERMS AND DEFINITIONS

1.1 The applicable terms of this Licence are set out in this Service Schedule, the general terms of this Licence and in the following Schedules:

- (a) Schedule T1 (Billing); and
- (b) Schedule T2 (Subscriber Relations);

1.2 For the purposes of this Schedule, the following additional definitions shall apply:

“Earth station services” means telecommunications services, including international telecommunications services, provided by means of a satellite telecommunications network between fixed points that are equipped with earth station equipment.

2 LICENSED SERVICES

2.1 The Licensee is authorised to provide earth station services on a non-exclusive basis in the licensed area.

2.2 The Licensee is not authorised to provide any international telecommunications service other than as provided for in section 2.1 above, unless it is granted an international telecommunications services Licence.

3 INTERCONNECTION

To the extent that the Licensee is not also a holder of a National Fixed Service Licence or Mobile Telecommunications Licence, then the Licensee is not deemed to be a public telecommunication operator and as such it shall not have the right to interconnect with the telecommunications network of public telecommunications operators in accordance with Article 57 of the Telecommunications Law.

4 RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION

4.1 The Licensee may apply to the Authority for the right to use telecommunications frequencies or frequency bands in accordance with a frequency Licence to be granted under Article 44 of the Telecommunications Law.

4.2 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 harmful interference even when in use in compliance with the Telecommunications Law and any applicable legal instruments.

4.3 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.

4.4 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 Licence and any other applicable licence and comply with such terms.

4.5 Without derogating from Article 77 of the Telecommunications Law, the Licensee shall permit any person authorised 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 the Licence, the provisions of the Telecommunications Law and any applicable legal instruments for the purpose of investigating sources of harmful interference.

5 INTEROPERABILITY AND TECHNICAL STANDARDS

The Licensee shall comply with any relevant applicable legal instruments and technical specifications issued by the Authority in order to ensure interoperability of the licensed services and the telecommunications facilities of the Licensee with telecommunications services and telecommunications networks provided by other licensed operators to the extent technically feasible.

6 EFFECTIVE DATE AND TERM

The Effective Date for this Licence is [●] (the “**Effective Date**”). This Licence shall be valid for a term of [fifteen (15)] years.

SCHEDULE S7 – AIRCRAFT CONNECTIVITY SERVICES

1 APPLICABLE TERMS AND DEFINITIONS

1.1 The applicable terms of this Licence are set out in this Service Schedule, the general terms of this Licence and in the following Schedules:

- (a) Schedule T1 (Billing); and
- (b) Schedule T2 (Subscriber Relations);

1.2 For the purposes of this Schedule, the following additional definitions shall apply:

“Frequency licence” is a licence referred to in section 9.1 of this Schedule which is granted by the Authority to the licensee for the purposes of providing the licensed services over its mobile telecommunications network;

“Internet services” means services provided to the public whose provision consists of subscriber interaction with the Internet or the transmission of information to or over the Internet.

“IP” means Internet Protocol;

“ITU” means the International Telecommunication Union, a specialised agency of the United Nations;

“Licensed area” means on board aircraft operating in the Kingdom of Bahrain’s airspace below an altitude of 3,000 metres/10,000 feet.

“Mobile subscriber” means any subscriber for the licensed services;

“Mobile telecommunications network” means a public telecommunications network which facilitates the conveyance by whatever means of signals between network termination points (with at least network termination point being within the territory of the Kingdom of Bahrain) and which significantly comprises telecommunications equipment designed or adapted for use for mobile radiocommunications;

“Mobile communications service” means any Internet service or basic data service including an international telecommunications service, provided by means of mobile radiocommunications, which uses technologies that are approved by the Authority in order to provide International Mobile Telecommunications (IMT) as defined by the ITU;

“Mobile terminal equipment” means any appliance, apparatus or accessory connected to the mobile telecommunications network to enable reception and transmission of telecommunications services;

“Spectrum Usage Rights Fee” means a non-recurring fee imposed by the Authority for the right to use assigned frequencies which may be paid by the assignee in a single lump sum or in instalments, as determined by the Authority; and

“Value added services” means enhanced or value added telecommunications data 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 mobile

subscriber interaction with stored information, including computer and data processing services, data information and exchange services, credit card verification services.

2 LICENSED NETWORKS AND SERVICES

The Licensee is authorised, on a non-exclusive basis, to install, operate and manage a mobile telecommunications network, and provide by means of such network mobile communications services only for use within the licensed area. Unless the Authority determines otherwise, the Licensee is not authorised to provide:

- a) basic voice services within the licensed area, except to the extent necessary for the Licensee to satisfy its obligations under section 3 of this Schedule; and
- b) any telecommunications services outside the licensed area and within the territory of the Kingdom of Bahrain.

3 PROVISION OF PUBLIC EMERGENCY CALL SERVICE

3.1 The Licensee shall provide by means of its mobile telecommunications network uninterrupted access to a public emergency call service.

3.2 The Licensee shall ensure that “999” or such other numbers as are designated by the Authority as public emergency call service numbers are continuously available without restriction so that any member of the public dialling such number is provided with a public emergency call service at any time.

4 AVAILABILITY AND INTERRUPTIONS TO THE LICENSED SERVICES

4.1 The Licensee shall take all necessary measures to ensure the fullest possible availability of its mobile telecommunications network and mobile communications services it provides in the event of catastrophic network breakdown or in cases of Force Majeure.

4.2 The Licensee shall:

(a) on the request of and in consultation with:

- i. the authorities responsible for emergency organisations; and
- ii. such government departments as the Authority may direct for the purposes of this provision,

make arrangements for the provision or rapid restoration of such mobile communications services as are practicable and may be reasonably required in disasters (including in any major incident having a significant effect on the general public); and

(b) implement those arrangements in so far as is reasonable and practicable to do so, provided that the Licensee may:

(c) recover the costs incurred in making or implementing any such arrangements; or

(d) make the implementation of any such arrangements conditional upon being indemnified by the authority or government department for whom the arrangements are to be implemented for all costs incurred as a consequence of the implementation.

4.3 The Licensee shall not intentionally in the normal course of business suspend the provision of any type of licensed service without having first obtained the approval of the Authority in writing (except for any scheduled service outage) and provided reasonable advance notice to persons to be affected by such interruption or suspension. In the case of any scheduled service outage, the Licensee must provide reasonable advance notice to persons affected by the outage

4.4 The Licensee may suspend or interrupt the operation of its mobile 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; or

(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).

5 PROVISION OF ACCESS

The Licensee, if determined by the Authority to be dominant in a relevant market, shall provide access to its mobile telecommunications network upon the reasonable request of any licensed operator in accordance with Article 57 of the Telecommunications Law and any applicable legal instruments issued thereunder by the Authority relating to access arrangements.

6 INTERCONNECTION WITH OTHER PUBLIC TELECOMMUNICATIONS OPERATORS

6.1 The Licensee shall provide interconnection to other public telecommunications operators in accordance with Article 57 of the Telecommunications Law and/or any applicable legal instruments issued thereunder by the Authority relating to interconnection.

6.2 The Licensee shall use all reasonable efforts to peer directly or indirectly with other licensed mobile operators for domestic IP traffic and accept any reasonable request from other licensed Internet Service Providers where technically and commercially practicable with the objective of maintaining national IP traffic within the Kingdom of Bahrain.

7 NUMBERING

7.1 The Licensee shall utilise any codes or blocks of numbers that it has been authorised to use by the Authority in writing effectively and efficiently, and in accordance with the national numbering plan. The Authority shall thereafter, at the request of the Licensee from time to time and in accordance with the national numbering plan, allocate to it:

a) such quantity of codes and numbers as it may reasonably require; and

- b) such specific codes and numbers as it may request for such purposes as the Authority may approve and which the Authority is satisfied are not required for other purposes.

7.2 The Licensee shall maintain a numbering plan for the codes and numbers allocated to it by the Authority in accordance with the national numbering plan for written approval by the Authority. The Licensee shall furnish details of its numbering plan to the Authority and keep the Authority informed of material changes to its numbering plan as they occur. If the Licensee's numbering plan is not consistent with the national numbering plan, the Authority may direct the Licensee to adopt and furnish the Authority with a new numbering plan for its written approval or to take such other reasonable remedial action as may be necessary to ensure consistency without causing undue inconvenience to the Licensee's subscribers.

7.3 The Licensee shall install, maintain and adjust its mobile telecommunications network so that such network routes messages and otherwise operates in accordance with the Licensee's numbering plan and the national numbering plan. The Licensee shall not use numbers other than those allocated to it from the national numbering plan.

7.4 The Licensee may, where necessary, levy reasonable tariffs in relation to allocation of numbers to its subscribers, but shall not be entitled to transfer or sell numbers to other licensed operators other than in accordance with the national numbering plan and other applicable legal instruments or following written approval from the Authority.

7.5 Where required for the efficient use of numbers, the Authority may require the Licensee to return individual numbers or blocks of numbers.

7.6 Without derogating from Article 40(3) of the Telecommunications Law, the Licensee shall comply with any applicable legal instruments issued by the Authority pertaining to number portability, including the obligation to provide number portability to any qualifying operator on tariffs and terms to be determined by the Authority so as to enable the efficient implementation and utilisation of number portability.

7.7 The Licensee shall comply with any applicable legal instruments that are issued by the Authority concerning the provision of number portability to subscribers, including the relevant rules and procedures.

8 ACCESS TO LAND AND SHARING OF FACILITIES

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 applicable legal instruments issued thereunder by the Authority relating to infrastructure sharing.

9 RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION

9.1 The Licensee may apply to the Authority for the right to use frequencies or frequency bands in accordance with a frequency Licence to be granted under Article 44 of the Telecommunications Law.

9.2 The Licensee shall use only such radiocommunications frequencies or frequency bands ("**Assigned Radio Frequency Spectrum**") for the provision of such licensed services as shall have been authorised by means of a frequency licence granted to the Licensee under Article 44 of the Telecommunications Law.

- 9.3 Without derogating from Article 49 of the Telecommunications Law, the Licensee shall comply with any requirements, conditions or safeguards that may be established by the Authority in any applicable legal instruments to prevent harmful interference, promote interoperability or ensure the safe operation of the network. The Licensee shall also take all necessary steps to ensure that the use of the Assigned Radio Frequency Spectrum shall not cause damage or harmful interference to existing radiocommunications stations and telecommunications networks lawfully operating in the same geographical area and/or radio frequency band and in other geographical areas and/or radio frequency bands.
- 9.4 The Licensee shall take all appropriate measures to ensure that its operating licences and the radiocommunications stations and equipment they comprise are adequately protected from harmful interference that may be caused by radiocommunications stations and telecommunications networks lawfully operating in the same geographical area and/or radio frequency band and in other geographical areas and/or radio frequency bands.
- 9.5 The Licensee shall ensure that non-ionising radiation emissions from each radio installation which it operates under its licence(s) are within the limits set by the International Commission for Non-Ionising Radiation Protection (ICNIRP) and shall ensure that it complies with any future radiation emission standards which may be set by the ICNIRP, or have been or will be adopted in the Kingdom of Bahrain.
- 9.6 Where required for the efficient use of radio frequency spectrum in the licensed area, the Licensee shall comply with any applicable legal instruments issued by the Authority pertaining to migration from one band of frequencies to another.
- 9.7 The Licensee shall co-operate with the Authority for the purposes of assisting the Authority in coordinating and managing the efficient use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to the Authority, and the reduction of emission levels of radiocommunications stations.
- 9.8 Without derogating from the Licensee's ultimate rights under section 15 of the general terms of this Licence, the Licensee shall take all reasonably necessary steps to ensure that any harmful interference is resolved amicably between the Licensee and the other party or parties within a reasonable time of the date on which the harmful interference is detected and brought to the relevant party's or parties' attention. In any event resolution should occur in:
- (a) no more than ten (10) days if the party or parties are located within the Kingdom; or
 - (b) no more than fifteen (15) days if the party or one of the parties is located outside the Kingdom. However, if the timetable for resolution of harmful interference specified in an international agreement to which the Kingdom is a party is less than fifteen (15) days, then the number of days specified in the international agreement shall prevail.
- 9.9 The Licensee shall notify the Authority in writing as soon as practicable after it becomes aware of any harmful interference problems, and shall keep the Authority informed of any steps taken to resolve such interference and the results obtained thereafter.

- 9.10 In the event of a conflict between the deadlines set out in this section and those set out in any associated frequency licence, the provisions of this section 9 shall prevail.
- 9.11 Where harmful interference problems have not been resolved between the Licensee and the other party or parties as detailed in 9.8 above, the Licensee or the interfered with party or parties may refer the matter to the Authority in writing.
- 9.12 Without prejudice to Article 72 of the Telecommunications Law, the Authority shall investigate the matter and issue a decision, determination or order with respect thereto.
- 9.13 The Authority may direct the Licensee to take such actions as may be necessary to resolve any harmful interference, and the Licensee shall take the directed actions without delay.
- 9.14 The Licensee shall ensure that the radiocommunications equipment comprised in any of its stations is designed and constructed, used and maintained, so as not to cause harmful interference even when in use in compliance with the Telecommunications Law and any applicable legal instruments.
- 9.15 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.
- 9.16 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 Licence and any other applicable licence and comply with such terms.
- 9.17 Without derogating from Article 77 of the Telecommunications Law, the Licensee shall permit any person authorised 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 purposes of verifying compliance with the terms of the licence or for the purpose of investigating sources of harmful interference.

10 DOMESTIC ROAMING

Provided that the Authority authorises domestic roaming in particular cases in order to promote competition, the Licensee shall enter into an agreement with any holder of a mobile telecommunications licence upon request for the provision of domestic roaming within three (3) months of the date of such request, failing which the Authority shall determine the terms of such agreement within thirty (30) days of the earlier of the end of such three (3) month period and the date on which the parties inform the Authority that no agreement can be reached. Such agreement shall be effective for a period of one (1) year from the date on which the agreement takes effect or such longer period as the Authority may determine based on:

- a) any actions or omissions by the Licensee which delay the prompt build-out of the network of the relevant holder of a mobile telecommunications licence; and
- b) the availability of sites for mast locations or the availability of suitable shared facilities.

11 TECHNOLOGY APPROVAL

The Licensee shall seek approval from the Authority, in advance, before introducing any new IMT technology as defined by the ITU or ceasing the provision of any existing technology.

12 INTEROPERABILITY AND TECHNICAL STANDARDS

The Licensee shall comply with any relevant applicable legal instruments and technical specifications issued by the Authority in order to ensure interoperability of the licensed services and its mobile telecommunications network with telecommunications services and telecommunications networks provided by other licensed operators to the extent technically feasible.

13 EFFECTIVE DATE AND TERM

The Effective Date for this Licence is [●] (the “**Effective Date**”). This Licence shall be valid for a term of [fifteen (15)] years.

SCHEDULE T1 – BILLING

1 BILLING

- 1.1 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 Subscriber in question.
- 1.2 The Licensee shall take all necessary measures to ensure the accuracy of its bills and its billing processes and systems in accordance with procedures that have been approved in writing by the Authority or any relevant Applicable Legal Instruments.
- 1.3 The Licensee shall keep such records as may be necessary (including as required under any Applicable Legal Instruments), or may be determined by the Authority to be necessary, for the purpose of satisfying the Authority that the billing process has the characteristics required above, and the Licensee shall for the purposes of this Licence retain all billing records for at least two (2) years from the date on which they came into being.
- 1.4 For the purpose of giving the Authority assurance from time to time that the billing process meets the requirements of section 1.1 of this Schedule, the Licensee shall:
 - (a) furnish the Authority with any information it requires;
 - (b) on reasonable notice, allow the Authority (or any person authorised by the Authority) access to any relevant premises of the Licensee during normal business hours; and
 - (c) on reasonable notice, allow the Authority (or any person authorised by the Authority) to examine or test the whole or any part of the billing process.
- 1.5 The Licensee shall provide itemised billing information to any Subscriber upon request, or as may be required by the Authority, in respect of the tariffs for any telecommunications services provided to such Subscriber. If the Authority permits the Licensee to charge for itemised billing information, any such charge is subject to the prior written approval of the Authority.

SCHEDULE T2 – SUBSCRIBER RELATIONS

1 RELATIONS WITH SUBSCRIBERS

- 1.1 Without derogating from Articles 55 and 56 of the Telecommunications Law and any Applicable Legal Instruments, the Licensee shall publish on its website and comply with a code of practice on subscriber affairs approved by the Authority, giving guidance to the Licensee's Subscribers in respect of any disputes and complaints relating to the provision by the Licensee of the Licensed Services. A Licensee subject to Schedule S2 (Mobile Services) shall also include in the code of practice the process for registering the Licensee's Subscribers in accordance with any regulations or guidelines issued by the Authority, or any other relevant Applicable Legal Instruments.
- 1.2 The Licensee shall conduct itself in accordance with a code of practice on subscriber affairs approved by the Authority. The code of practice on subscribers 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 1.4 of this Schedule; and
 - (g) guidelines on service termination.
- 1.3 The Licensee shall report to the Authority 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.
- 1.4 The Licensee shall provide its telecommunications services pursuant to a standard form of agreement containing the terms for the provision of Licensed Services to Subscribers (the "**Standard Subscriber Agreement**") which has been reviewed by the Authority. The Authority may raise objections and require the introduction of such modifications as the Authority deems necessary. If no objections are raised or modifications required by the Authority within thirty (30) days of the submission of such form, such form may be used by the Licensee.
- 1.5 Any proposed modifications to the Standard Subscriber Agreement must also be submitted to the Authority in advance for its review prior to taking effect. The Authority may raise objections and require the introduction of such further modifications as the Authority deems necessary. If no objections are raised or further modifications required by the Authority within thirty (30) days of the submission of such form, the proposed modifications may be adopted by the Licensee.

1.6 The Authority 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 Subscribers.

SCHEDULE T3 – SERVICE AVAILABILITY

1 AVAILABILITY AND INTERRUPTIONS TO THE LICENSED SERVICES

1.1 The Licensee shall take all necessary measures to ensure the fullest possible availability of its Licensed Services and any Basic Voice Services it is authorised to provide in the event of catastrophic network breakdown or in cases of Force Majeure.

1.2 The Licensee shall:

(a) on the request of and in consultation with:

i. the authorities responsible for Emergency Organisations; and

ii. such government departments as the Authority may direct for the purposes of this provision,

make arrangements for the provision or rapid restoration of such telecommunications services and telecommunications facilities as are practicable and may be reasonably required in disasters (including in any major incident having a significant effect on the general public); and

(b) implement those arrangements in so far as is reasonable and practicable to do so,

provided that the Licensee may:

(c) recover the costs incurred in making or implementing any such arrangements; or

(d) make the implementation of any such arrangements conditional upon being indemnified by the authority or government department for whom the arrangements are to be implemented for all costs incurred as a consequence of the implementation.

1.3 The Licensee shall not intentionally in the normal course of business suspend or interrupt the provision of any type of Licensed Service without having first obtained the prior written approval of the Authority (except for any scheduled service outage) and provided reasonable advance notice to persons to be affected by such interruption or suspension. In the case of any scheduled service outage, the Licensee must provide reasonable advance notice to persons affected by the outage.

1.4 The Licensee may suspend or interrupt:

(a) the provision of any type of Licensed Service; and

(b) the operation of its telecommunications network or telecommunications facilities or any part thereof (if applicable),

without prior notice, but only for the shortest period practicable under the circumstances, where:

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

- (d) 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).

SCHEDULE T4 – RADIOCOMMUNICATIONS

1 RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION

- 1.1 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 Harmful Interference even when in use in compliance with the Telecommunications Law, any Applicable Legal Instruments and any other rules from time to time established by any other properly authorised body.
- 1.2 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.
- 1.3 Without derogating from Article 77 of the Telecommunications Law, the Licensee shall permit any person authorised 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 the Licence, the provisions of the Telecommunications Law and any Applicable Legal Instruments for the purpose of investigating sources of Harmful Interference.

2 MOBILE SERVICES

- 2.1 This section 2 applies only to Licensees subject to Schedule S2 (Mobile Services).
- 2.2 The Licensee shall use only such radiocommunications frequencies or frequency bands (“**Assigned Radio Frequency Spectrum**”) for the provision of such Licensed Services as shall have been authorised by means of a frequency licence granted to the Licensee under Article 44 of the Telecommunications Law.
- 2.3 Without derogating from Article 49 of the Telecommunications Law, the Licensee shall comply with any requirements, conditions or safeguards that may be established by the Authority in any Applicable Legal Instruments to prevent Harmful Interference, promote interoperability or ensure the safe operation of the network. The Licensee shall also take all necessary steps to ensure that the use of the Assigned Radio Frequency Spectrum shall not cause damage or Harmful Interference to existing radiocommunications stations and telecommunications networks lawfully operating in the same geographical area and/or radio frequency band and in other geographical areas and/or radio frequency bands.
- 2.4 The Licensee shall take all appropriate measures to ensure that the radiocommunications stations and equipment they comprise are adequately protected from Harmful Interference that may be caused by radiocommunications stations and telecommunications networks lawfully operating in the same geographical area and/or radio frequency band and in other geographical areas and/or radio frequency bands.
- 2.5 The Licensee shall ensure that non-ionising radiation emissions from each radio installation which it operates under its licence(s) are within the limits set by the International Commission for Non-Ionising Radiation Protection (ICNIRP) and shall ensure that it complies with any future radiation emission standards which may be set by the ICNIRP, or have been or will be adopted in the Kingdom of Bahrain.

- 2.6 Where required for the efficient use of radio frequency spectrum in the Licensed Area, the Licensee shall comply with any Applicable Legal Instruments issued by the Authority pertaining to migration from one band of frequencies to another.
- 2.7 The Licensee shall co-operate with the Authority for the purposes of assisting the Authority in coordinating and managing the efficient use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to the Authority, and the reduction of emission levels of radiocommunications stations.
- 2.8 Without derogating from the Licensee's ultimate rights under section 15 of the General Terms, the Licensee shall take all reasonably necessary steps to ensure that any Harmful Interference is resolved amicably between the Licensee and the other party or parties within a reasonable time of the date on which the Harmful Interference is detected and brought to the relevant party's or parties' attention. In any event resolution should occur in:
- (a) no more than ten (10) days if the party or parties are located within the Kingdom; or
 - (b) no more than fifteen (15) days if the party or one of the parties is located outside the Kingdom. However, if the timetable for resolution of Harmful Interference specified in an international agreement to which the Kingdom is a party is less than fifteen (15) days, then the number of days specified in the international agreement shall prevail.
- 2.9 The Licensee shall notify the Authority in writing as soon as practicable after it becomes aware of any Harmful Interference problems, and shall keep the Authority informed of any steps taken to resolve such interference and the results obtained thereafter.
- 2.10 In the event of a conflict between the deadlines set out in this section and those set out in any associated frequency licence, the provisions of this section 2 shall prevail.
- 2.11 Where Harmful Interference problems have not been resolved between the Licensee and the other party or parties as detailed in section 2.8 above, the Licensee or the interfered with party or parties may refer the matter to the Authority in writing.
- 2.12 Without prejudice to Article 72 of the Telecommunications Law, the Authority shall investigate the matter and issue a decision, determination or order with respect thereto.
- 2.13 The Authority may direct the Licensee to take such actions as may be necessary to resolve any Harmful Interference, and the Licensee shall take the directed actions promptly.

SCHEDULE T5 – INTERCONNECTION

1 INTERCONNECTION WITH OTHER PUBLIC TELECOMMUNICATIONS OPERATORS

- 1.1 The Licensee shall provide interconnection to other public telecommunications operators in accordance with Article 57 of the Telecommunications Law and/or any Applicable Legal Instruments issued thereunder by the Authority relating to interconnection.
- 1.2 Interconnection shall be provided under section 1.1 of this Schedule in a way that does not seriously risk compromising the security and integrity of the interconnecting public telecommunications networks. The Licensee may refuse to provide interconnection where such risks exist and cannot be mitigated.

2 PEERING

The Licensee shall use all reasonable efforts to peer directly or indirectly with other licensed operators for domestic IP traffic and accept any reasonable request from other licensees of Internet Access Services where technically and commercially practicable with the objective of maintaining national IP traffic within the Kingdom of Bahrain.

SCHEDULE T6 – EMERGENCY CALLS & NUMBERING

1 PROVISION OF PUBLIC EMERGENCY CALL SERVICE

- 1.1 The Licensee shall ensure that any person using Terminal Equipment to access the Licensee's Basic Voice Services shall have uninterrupted access to a Public Emergency Call Service.
- 1.2 The Licensee shall ensure that "999" or such other numbers as are designated by the Authority as Public Emergency Call Service numbers are continuously available without restriction so that any member of the public dialling such number is provided with a Public Emergency Call Service at any time.

2 NUMBERING

- 2.1 The Licensee shall utilise any codes or blocks of numbers that it has been authorised to use by the Authority in writing effectively and efficiently, and in accordance with the national numbering plan. The Authority shall thereafter, at the request of the Licensee from time to time and in accordance with the national numbering plan, allocate to it:
 - (a) such quantity of codes and numbers as it may reasonably require; and
 - (b) such specific codes and numbers as it may request for such purposes as the Authority may approve and which the Authority is satisfied are not required for other purposes.
- 2.2 The Licensee shall maintain a numbering plan for the codes and numbers allocated to it by the Authority in accordance with the national numbering plan for written approval by the Authority. The Licensee shall furnish details of its numbering plan to the Authority and keep the Authority informed of material changes to its numbering plan as they occur. If the Licensee's numbering plan is not consistent with the national numbering plan, the Authority may direct the Licensee to adopt and furnish the Authority a new numbering plan for its written approval or to take such other reasonable remedial action as may be necessary to ensure consistency without causing undue inconvenience to the Licensee's Subscribers.
- 2.3 The Licensee shall install, maintain and adjust its telecommunications network so that it routes messages and otherwise operates in accordance with the Licensee's numbering plan and the national numbering plan. The Licensee shall not use codes and numbers other than those allocated to it from the national numbering plan.
- 2.4 Where required for the efficient use of codes and numbers, the Authority may require the Licensee to return individual codes and numbers or blocks of codes and numbers.

SCHEDULE T7 – LAND ACCESS & FACILITY SHARING

1 ACCESS TO LAND AND SHARING OF FACILITIES

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 Applicable Legal Instruments relating to infrastructure sharing.