



INDIVIDUAL EARTH STATION SERVICES LICENSE

GRANTED TO

(“Licensee”)

Commercial Registration No. (“...”)

**BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY
UNDER THE LEGISLATIVE DECREE 48 OF 2002 WITH RESPECT
TO TELECOMMUNICATIONS**

Document number: ...

Date of issue: ...

Approved by the General Director of the TRA

Philip Marnick

INDIVIDUAL LICENSE FOR EARTH STATION SERVICES GRANTED TO ("LICENSEE") BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY

1. GRANT OF LICENSE

- 1.1 The Telecommunications Regulatory Authority (the "**Regulator**") hereby grants ("licensee's name") (the "**licensee**") this license, under the Telecommunications Law promulgated by Legislative Decree No. 48 of 2002, by virtue of which the licensee is authorized to install, maintain, operate, manage and use Earth Stations in the licensed area set out herein and to provide the telecommunications services described herein (the "**license**").
- 1.2 This license shall be subject to the provisions herein stated, the provisions of any associated Frequency License, the Telecommunications Law and any present and future regulations issued thereunder.

2. DEFINITIONS

- 2.1 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) A reference to significant market power or dominant position shall be a reference to such power or position, as the case may be, for the relevant market as determined by the Regulator from time to time.
- (c) 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;

“Call” includes communications conveying voice and data;

“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;

“Earth Station” means a fixed station located on the earth's surface and intended and used for communication with one or more satellites;

“Earth Station services” means the uplink and downlink of communications between satellites and Earth Stations;

“Effective date” means the date referred to in section 11.1;

“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) governmental or States’ acts or regulations, 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. Any act, event, omission, happening or non-happening only will be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the licensee, its offices, contractors, sub-contractors, agents, servants or employees;

“Lawful Access Regulation” means Resolution No. (8) of 2009 promulgating the Regulation requiring Licensees to implement Lawful Access, as may be amended from time to time;

“Licensed area” means the territory of the Kingdom of Bahrain;

“Licensed services” means all telecommunications services described in section 3.1; and

“Schedule of Fees Regulation” means Resolution No. (7) of 2017 promulgating the Schedule of Fees Regulation, as may be amended from time to time.

3. LICENSED SERVICES

- 3.1 Subject to section 3.2 of this license, the licensee is authorized to install, maintain, operate, manage and use Earth Stations in the licensed area and to provide Earth Station services on a non-exclusive basis.
- 3.2 The licensee shall not provide any Licensed service (including without limitation Earth Station services) without first obtaining the written approval from the Authority of its Lawful Access Implementation Plan in accordance with the Lawful Access Regulation. The licensee shall bear all the required cost to implement the approved Lawful Access Implementation plan.
- 3.3 The licensee is not permitted to transfer the license and any change in Control of the licensee requires the prior written approval of the Authority.
- 3.4 The licensee may, with the prior written approval of the Regulator and subject to such conditions as the Regulator may consider necessary, 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 subcontracting.

4. LICENSEE OBLIGATIONS

- 4.1 The licensee shall comply with:
- (a) the terms of this license;
 - (b) the terms of any associated Frequency License;

- (c) all relevant laws of the Kingdom of Bahrain as may be amended from time to time;
- (d) the terms of the Telecommunications Law and any regulations promulgated thereto; and
- (e) the terms of all decisions, determinations, orders and/ or any other regulatory instrument issued by the Regulator.

4.2 The licensee shall obtain and maintain as necessary all licenses, permits and authorisations as may be required for the installation and maintenance of the Earth Stations.

4.3 The licensee shall install its Earth Station(s) at locations approved by the Authority.

5. RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION

5.1 The licensee may apply to the Regulator or the appropriate Government department for the right to use frequencies allocated to Earth Station services by internationally agreed treaties.

5.2 The licensee shall, at all times, take all necessary measures to ensure that operation of the Earth Station(s) does not create potential exposure of humans to radiofrequency radiation in excess of any required exposure limits. Physical measures must be taken to ensure compliance with any required limits for both occupational/controlled exposure and for general population/uncontrolled exposure.

5.3 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 or appropriate Government department.

- 5.4 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.
- 5.5 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 any other applicable license and comply with such terms.
- 5.6 Without derogating from Article 77 of the Telecommunications Law, the licensee shall permit any person authorised by the Regulator to have access to its premises or equipment, including any of its Earth Stations, and to inspect or test any of its equipment, including any of its Earth Stations, 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.

6. TECHNICAL STANDARDS

- 6.1 The licensee shall comply with relevant regulations and technical specifications issued by the Regulator.

7. PRIVACY AND CONFIDENTIALITY

- 7.1 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.
- 7.2 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 7.1 are being met.

- 7.3 The licensee shall not use or, subject to applicable law, allow to be used, any apparatus which is capable of recording, silently monitoring, or intruding into any call unless it complies with applicable law.

8. ACCOUNTING REQUIREMENTS

- 8.1 The licensee shall present in written form regulatory accounts for the licensed telecommunications activities in accordance with the applicable regulations and the accounting standards and principles generally applied in the Kingdom of Bahrain. The licensee shall ensure that the accounts are audited annually by an independent firm of auditors registered in the Kingdom.
- 8.2 The Regulator may require 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.
- 8.3 If the licensee fails to comply with its obligations under sub-sections 1 and 2 above or if the accounting system presented by the licensee fails to achieve the objectives set forth in these subsections and the Regulator deems it necessary and appropriate in accordance with the provisions of the Telecommunications Law, it may order the licensee to implement separation within a period to be determined by the Regulator.

9. REQUIREMENT TO PROVIDE INFORMATION

- 9.1 Without derogating from Article 53 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 any other information, which may include any document, accounts, records or commercial agreements, in order to effectively supervise and enforce the terms of this license, the provisions of the Telecommunications Law and the regulations issued thereunder.

10. LICENSE FEES

- 10.1 The initial license fee for period from the effective date until the end of the year in which the license is awarded shall be BD5,000.
- 10.2 The annual license fee payable in respect of each subsequent year shall be levied in accordance with the Schedule of Fees Regulation (and any subsequent amendments thereof).

11. DURATION AND RENEWAL

- 11.1 The effective date for this license is ... (the “**effective date**”). This license shall be valid for a term of fifteen (15) years.
- 11.2 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).

12. MODIFICATION, REVOCATION AND TERMINATION

- 12.1 The license may be modified in any of the following ways at any time by:
- (a) written agreement between the Regulator and the licensee.
 - (b) the Regulator if the Regulator 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 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;
- (d) a determination of the Regulator that such modification(s) is / are necessary to comply with the objectives of the Telecommunications Law.

12.2 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 never provides the licensed services authorized by the licence or ceases to do so for a period of six months.
- (d) if the licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.

12.3 The license shall terminate automatically upon the expiry of its term if it is not renewed in accordance with section 11.2 above.

13. FORCE MAJEURE

13.1 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 force majeure event, the anticipated duration of the event, the obligations it is prevented from performing and the steps it will take to mitigate the effects of the event as soon as practicable after it becomes aware or should reasonably become aware of such force majeure.

13.2 The Regulator shall suspend those obligations referred to under section 13.1 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.

14. CONTINUITY OF SERVICE

- 14.1 The Licensee shall not intentionally interrupt the operation of any of its Earth Stations or the provision of the licensed services without first notifying the Regulator in writing and giving reasonable notice to customers. The notice shall indicate the time during which the interruption will take place.

15. PUBLIC EMERGENCY, PUBLIC INTEREST, SAFETY AND NATIONAL SECURITY

- 15.1 The licensee shall comply with any directions as the Regulator or other competent authorities may issue in case of public emergency on matters relating to the activities of or the ownership of the licensee.
- 15.2 The licensee shall comply with any directions which the Regulator or other competent authorities may issue from time to time on matters relating to public interest, safety and/or national security. Furthermore, the licensee shall not undertake to provide any services which do not meet the requirements of any competent authority responsible for public interest, safety and national security.
- 15.3 The licensee shall comply with any direction from the Regulator or any competent authority in relation to matters of public emergency, public interest, safety or national security requiring it to allow any authorised person by the Regulator or any competent authority to assume full or partial control of any of its Earth Stations or the licensed services. Any such direction shall be in writing.

16. DISPUTE RESOLUTION

- 16.1 All disputes between the licensee and the Regulator arising out of this license shall be resolved in accordance with the provisions of Chapter XVI of the Telecommunications Law.

17. COMPLIANCE

- 17.1 Without prejudice to the Regulator's powers under the Telecommunications Law and/or any other regulatory instrument, if the licensee fails to comply with its obligations under this license, the Regulator 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).

18. NOTICES

- 18.1 All notices from the licensee to the Regulator and vice versa shall be in writing and sent either by email or by registered mail.
- 18.2 Where a notice is sent by email, it shall be sent to the following addresses and shall be deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered:
- (a) If sent to the Regulator: licensing@tra.org.bh.
 - (b) If sent to the Licensee: ...
- 18.3 Where a notice is sent by registered mail, it shall be sent with acknowledgement of delivery to the following addresses:
- (a) If sent to the Regulator: PO Box 10353, Manama, Kingdom of Bahrain.
 - (b) If sent to the licensee: ...

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

Accepted by: **LICENSEE**

Name:

Designation:

Date:

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