

**INTERNATIONAL DATA ACCESS
GATEWAY LICENCE**

Granted by

Nigerian Communications Commission

To

XXXX LIMITED

Under Section 32 of the Nigerian Communications Act, 2003

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LICENCE NO. IDA _____ GRANTED TO
XXXXXX LIMITED
TO PROVIDE AND OPERATE
INTERNATIONAL DATA ACCESS GATEWAY SERVICES

THE LICENCE

1. The Nigerian Communications Commission (hereinafter referred to as “the Commission”) being a body corporate with perpetual succession rights and a seal, established by Section 3 of the Nigerian Communications Act, 2003 (hereinafter referred to as “**the Act**”) and in exercise of the powers conferred on it by Section 32 of the Act hereby grants to **XXXXXXXXXXXXXXXX LIMITED** (hereinafter referred to as “the Licensee”) a Licence for the period specified in Paragraph 2 subject to the Conditions set out in Schedules 1 and 2, to provide and operate International Data Access (IDA) Gateway Services (hereinafter referred to as the “**Licensed Undertaking**”).
2. The Licence shall enter into force on the _____ **day of _____, 20__** and shall have a tenure of Ten (10) Years duration in the first instance, but without prejudice to Condition 16 of this Licence, shall be subject to revocation thereafter on Twelve Months notice in writing of such revocation.
3. This Licence shall be automatically renewed and remain valid for a further period of Ten (10) Years subject to the provisions of Paragraph 4 and unless the Licensee has given a written notice to the Commission, at least Twelve Months before the expiry date shown at Paragraph 2, not to renew the licence.
4. In order for this Licence to be automatically renewed as provided in Paragraph 3, the Licensee shall have agreed and paid all the renewal licence fees and charges due, within the six months preceding the first expiry date.
5. This Licence is valid for the provision and operation of the Service mentioned in Schedule 2 to this Licence.

DR. EUGENE JUWAH
EXECUTIVE VICE-CHAIRMAN/CHIEF EXECUTIVE

DEFINITIONS AND INTERPRETATIONS

1. In these Conditions unless the context otherwise requires, the expressions shall have the following meanings:

“Act”	The Nigerian Communications Act 2003 or any other subsequent Act made by the National Assembly.
“Applicable System”	A station for Wireless communication or wireless communication equipment used to transmit messages or to receive messages from earth orbiting equipment.
“Base Earth Station”	An earth station in the fixed satellite service or, in some cases, in the mobile service, located at a specified fixed point or within a specified area on land to provide feeder link for the land mobile satellite service.
“Carrier”	A public or privately owned Telecommunications Network comprising Radio or Cable or Satellite Sub-Systems or any combination of these media deployed for the purpose of providing retail or wholesale Domestic and International telecommunications services to end-users or other telecommunications operators.
“Commission”	The Nigerian Communications Commission and agents appointed pursuant to the powers under the Nigerian Communications Act, 2003.
“Community”	A group of people or persons within a limited geographical area such as a housing estate, village or Local Government Area.
"Connectable System"	A telecommunications system approved for use in Nigeria by the Commission, which entitles the Licensee to interconnection under Section 96 of the Act.
“Effective Date”	The date the licence enters into force as specified in Paragraph 2 of the licence.
“Fixed-Satellite Service”	A satellite service provided within the Fixed-satellite Services Frequency Band allocated in the Radio Regulation.

“Geostationary Service”	A telecommunications Service employing a space station placed in, and operating from, geosynchronous orbit.
“International Private Leased Circuit”	<p>A communication facility which is:-</p> <ol style="list-style-type: none"> i. Comprised both in a public telecommunications system and in a telecommunication system in a country or territory other than Nigeria. ii. For the conveying of messages between points, all of which are points of connection between telecommunication system referred to in sub-paragraph (i) above and other telecommunication systems; iii. Made available to a particular person or particular persons; iv. Such that all of the messages transmitted at any of the points mentioned in sub-paragraph (ii) above are received at every other such point; and v. Such that the points mentioned in sub-paragraph (ii) above are fixed by the way in which the facility is installed and cannot otherwise be selected by persons or apparatus sending messages by means of that facility.
“Land Earth Station”	An earth station in the fixed satellite service or, in some cases, in the mobile satellite services, located at a specified fixed point or within a specified area on land to provide feeder link for mobile-satellite service.
“Land Mobile earth station”	A mobile earth station in the land mobile satellite service capable of surface movement within the geographical limits of a country or continent.
“Licence”	A licence granted or having effect as if granted under Section 32 of the Act.
“Licensed Area”	The specified geographical territory within which the Licensee is licensed to operate and provide the service, which in this case shall be the entire area of the Federal Republic of Nigeria.

“Mobile satellite-service”	A satellite service provided within the mobile-satellite services frequency Band allocated in the Radio Regulation.
“Nigeria”	The entire geographical area, the territorial waters, air limits of Nigeria and any area to which the provisions of the Act apply.
“Offshore Private circuit”	<p>A communication facility which is</p> <ul style="list-style-type: none"> (i) provided by means of both Telecommunication system comprised in public telecommunication system and telecommunication system which is on any installation which is maintained in the territorial waters of Nigeria or that of any other country or/and in international waters. (ii) For conveyance of messages between points, all of which are points of systems referred to in sub-paragraph (i) above and other telecommunication systems; (iii) Made available to a particular person or particular persons; (iv) Such that all of the messages transmitted at any of the points mentioned in sub-paragraph (ii) above are received at every other such point; and (v) Such that the points mentioned in sub-paragraph (ii) above are fixed by the way in which the facility is installed and cannot otherwise be selected by persons or apparatus sending messages by means of that facility.
“Private Leased Circuit”	<p>A communication facility which is:</p> <ul style="list-style-type: none"> (i) provided by means of one or more public telecommunications systems; (ii) for the conveyance of messages between points, all of which are points of connection between telecommunication systems referred to in sub-paragraph (i) above and other telecommunication systems; (iii) made available to a particular person or particular persons;

- (iv) such that the points mentioned in subparagraph (ii) above fixed by the way in which the facility is installed and cannot otherwise be selected by persons or equipment sending messages by means of that facility.

“Public Switched Telecommunication System”

A telecommunication system providing a two way switched telecommunications service which is run by a public operator or in the case of a country outside Nigeria by the administration of that country or territory or by a person recognised by that administration for the purposes of the International Telecommunication Convention and acting in that capacity except where the system is private leased Circuit, International Private Leased Circuit or an Offshore Private Circuit.

“Radiopaging Services”

Any telecommunication service provided by means of coded wireless Transmission where every message apart from simple acknowledgement can be transmitted only from a fixed transmitting station to mobile receivers in a defined area.

“Radio Regulations”

The publication of the International Telecommunications Union (ITU) that delineates radio frequencies into bands and stipulates the services applicable to each frequency band and the conditions of bringing into use of such frequencies.

“Satellite”

A space station placed in orbit for the purposes of providing telecommunications service.

“Telecommunications”

Any form of transmission, broadcast or reception of signs, signals, texts, images, sounds or data by wire, by optical means, wireless or other electromagnetic means.

“Telecommunications Services”

Any service, including the processing, transmission and/or routing of signs, signals, texts, images, sounds or data or a combination of these functions, using telecommunication networks.

“Terminal Equipment”

Any equipment designed to enable the end-user connect directly or indirectly to a network termination point for the transmission, processing or reception of information.

“Node”	A junction point linking two or more paths in a Network, public or private, providing a means of connecting one path to another.
“Gateway”	A node in a network with capacity to route communications traffic between different networks which require signal adaptation or protocol conversion.
“Hub”	A satellite earth station functioning as a central node for routing and controlling communications traffic via satellite between any two nodes in the same network.
“Path”	A part of a network that acts as a means of directly connecting one node to another or for connecting a terminal station to a node in the network.

2. The Interpretation Act Cap. 192 LAWS OF THE FEDERATION OF NIGERIA [“Interpretation Act”] shall apply for the purpose of interpreting these Conditions.
3. Any word or expression used in these Conditions shall unless the context otherwise require have the same meaning as it has in the Act.
4. For the purposes of interpreting these Conditions, headings and titles to any Condition shall be disregarded.
5. Nothing which the Licensee may do or omit to do after the date on which any provision of these conditions enter into force shall be held to constitute a failure to comply with an obligation imposed on the Licensee by or under these conditions to the extent that the Licensee is obliged to do or to omit to do (as the case may be) that thing by the terms of any contract subsisting immediately before that date.
6. Any reference in any of the conditions, however expressed to the commission notifying the Licensee of any matter, consulting the Licensee about any matter, affording the Licensee an opportunity to make representation, taking representations made by the Licensee into account, or explaining, or giving reasons for, any matter to the Licensee, shall be without prejudice to any obligation of due process or similar obligation which the Commission is or may be under by virtue of any or principle of law or otherwise.

SCHEDULE 1

General Conditions

Condition 1

Compliance with the Act and Regulations

- 1.1 The Licensee shall comply with the provisions of the Act, the Wireless Telegraphy Act and Regulations made thereto and with any direction, determination or order that the Act provides for the Commission to give or make.

Condition 2

Approval of Tariffs Terms and Conditions

- 2.1 The Licensee shall lodge with the Commission, a request for approval of any new tariff plan, of changes to an existing tariff plan or of changes within an existing tariff plan (a "request"), which sets out in relation to each kind of service that the Licensee proposes to offer or is offering:
- (a) a description of the service;
 - (b) details of the nature and amounts (including the cost analysis of how the rates were derived) of the proposed tariff or changes to an existing tariff or charges payable for the service; and
 - (c) the method adopted for determining the proposed tariff or charges.
- 2.2 If the charges in the tariff plan vary, in nature, in their amounts or both, the request must set out, why and how the charges vary. The request must be precise and detailed enough to be used to work out the nature and amounts of charges payable for the supply of the particular service. The tariff must be in a form approved by the Commission who, subject to Condition 2.5, will provide written reasons in the event of non-approval.
- 2.3 The request lodged with the Commission must state the period (i.e. the term) for which it is to be in force. Subject to Condition 2.5, the term must not begin until approval for the tariff is given by the Commission and shall not operate simultaneously with any previously approved Licensee's tariff for the same service.
- 2.5 The Licensee shall provide the specified telecommunications service at the charges and upon the terms and conditions so approved by the Commission and shall not depart therefrom without prior written approval by the Commission of the proposed changes. **Provided** that the Licensee shall be at liberty to offer discount schemes to its subscribers, without the prior approval of the Commission in a fully transparent manner. Such discount schemes and any revisions thereto shall be published in the same manner as is set out in Conditions 2.6 and 2.7. The incidental charges to subscribers on any discount scheme to be introduced by the Licensee should not lessen competition.
- 2.5 The Commission shall communicate the Licensee its decision on the request within 45 (forty-five) days from the date of receipt of the request by the Commission. A failure by the Commission to communicate its decision to the Licensee within the timeline herein shall be deemed to constitute an approval of the request and the Licensee shall, in that event, be at liberty upon the expiry of that timeline to implement the tariff structure or the revisions thereto forming the subject matter of the request.

- 2.6 The Licensee shall publish in a manner and at the times indicated in Condition 2.7 the charges, terms and conditions, including subsequent revisions thereto, on which it offers to provide the specified telecommunications service in accordance with an obligation imposed by or under this Licence.
- 2.7 Publication shall be effected before any approved changes to an existing tariff plan or any new tariffs or charges take effect by:
- (a) Placing a copy thereof in a publicly accessible part of every office of the Licensee in such manner and in such place that is readily available for inspection free of charge by members of the general public during normal office hours on every working day.
 - (b) Placing a copy thereof on any website maintained by or for the Licensee which provides information about the telecommunications services offered to the public by the Licensee and the charges, terms and conditions on which such services are offered.
 - (c) Placing a copy thereof in a national newspaper, such copy to be included in such newspaper for two (2) days.
 - (d) Sending a copy thereof or such parts thereof as are appropriate to any person who may request such a copy.
- 2.8 Where the Licensee publishes a notice of amendment to a charge in the form of an extract from the Licensee's price list the new price shall be clearly identifiable and the operative date specified.

Condition 3

Prohibition of Undue Preference and Undue Discrimination

- 3.1 The Licensee shall not (whether in respect of charges, application of discount schemes, or other terms or conditions applied or otherwise) show undue preference to or exercise undue discrimination against any particular person or persons of any class or description in respect of:
- (a) the provision of a service under this Licence; or
 - (b) the connection of any equipment approved by the Commission.
- 3.2 The Licensee shall be deemed to have shown such undue preference or to have exercised such discrimination if it unfairly favours to a material extent a business carried on by it or by its lawful telecommunications associates in relation to any of the matters mentioned in Condition 4.1 so as to place at a significant competitive disadvantage persons competing with that business.
- 3.3 Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such undue preference or such undue discrimination shall be determined by the Commission, but nothing done in any manner by the Licensee shall be regarded as undue preference or undue discrimination if and to the extent that the Licensee is required to do that thing in that manner by or under any provision of this Licence.

Condition 4

Prohibition of Cross-Subsidies

- 4.1 The Licensee shall ensure that his business under this Licence is not unfairly cross-subsidised from any other source, except in cases where the Licensee is under an obligation to provide service at a place in an area in which the demand or the prospective demand for the service is not sufficient, having regard to the revenue likely to be earned from the provision of the service in the area, to meet all the costs reasonably to be incurred by the Licensee in providing the service there, including;
- i. the cost of equipment necessary for the provision of the service there;
 - ii. the cost of installing, maintaining and operating such equipment for the purpose of providing service there, and
 - iii. the cost of the trained manpower necessary to provide the service there; in which case prior approval shall be obtained from the Commission.

Condition 5

Prohibition of Anti-competitive Conduct

5.1 The Licensee shall not make it a condition of:

- (a) Providing any telecommunication service;
- (b) Supplying any telecommunication equipment;

that any person should acquire from the Licensee or from any other person specified or described by the Licensee:

- i. any telecommunication service other than the telecommunication service requested save where that service cannot be provided without the provision of that other telecommunication service; or
- ii. any telecommunication equipment (including in particular but not limited to terminal equipment) not incorporated in the Systems supplied save where the telecommunication service requested cannot otherwise be provided or the telecommunication equipment cannot otherwise be used.

5.2 Except where the Commission has agreed otherwise, the Licensee shall not do either of the things described in sub-paragraphs (a) and (b) of Condition 5.1 together with the other in a manner or for charges or on terms or conditions more favourable than would be available for doing one thing without that other thing.

5.3 Notwithstanding the provisions of Conditions 5.1 and 5.2 the Licensee may where it supplies as part of the same transaction or interconnected series of transactions two or more items of telecommunications equipment, offer quantity discounts or more favourable terms and conditions in respect of quantity in relation to such equipment which it so supplies whether those items or equipment are of the same or different descriptions.

Condition 6

Code of Practice for Consumer Affairs

- 6.1 The Licensee shall in consultation with the Commission prepare and publish not later than three months after the Commercial Launch Date a Code of Practice including:
- (a) Guidance to their customers and employees in respect of disputes or complaints relating to the provision of service by them and the time frame for handling complaints through this procedure;
 - (b) Advice to such customers on charging, billing and enquiries in relation thereof; and
 - (c) Advice and procedures on the proper use of the service by such customers.
- 6.2 The Licensee shall consult the Commission once every year about the operation of the Code of Practice.

Condition 7

Arbitration of Disputes with Customers

- 7.1 The Licensee shall include in the standard terms and conditions on which it provides telecommunication services, provisions giving persons who have entered into contracts with it for the provision of telecommunication services the opportunity to refer to an inexpensive independent arbitration procedure, instead of to a court of law, any dispute relating to the provision of these services which does not involve a complicated issue of law or a sum greater than such sum as the Commission may from time to time determine. The arbitration procedures and the method of appointment of the arbitrators shall be subject to consultation with the Commission.

Condition 8

Separate Accounts for all Activities

- 8.1 The Licensee shall maintain accounting records in such a form that all business activities it undertakes are separately identifiable or separately attributable in the books of the Licensee, being records sufficient to show and explain the transactions in each of those activities.

Condition 9

Code of Practice on the Confidentiality of Customer Information

- 9.1 The Licensee shall take all reasonable steps to ensure that its employees observe the provisions of a Code of Practice which:
 - (a) Specifies the persons to whom they may not disclose information which has been acquired in the course of the Licensee's Business about a customer of the Licensee or that customers' business without the prior consent of that customer;
 - (b) Regulates the information about any such customer or his business that may be disclosed without his consent.
- 9.2 The Licensee shall within three months of the Effective Date submit a draft of the code of practice to the Commission for its approval. In the event of a disagreement between the Licensee and the Commission on the contents of the code of practice or any portion thereof, the Commission's ruling shall prevail.
- 9.3 This condition is without prejudice to the general duties at law of the Licensee towards its customers.

Condition 10

Transfer of Licence

- 10.1 The Licensee shall not transfer or assign its Licence to another party without the prior written approval of the Commission.
- 10.2 A person to whom a Licence is to be transferred shall apply to the Commission for a Licence to carry on the relevant telecommunications undertakings on the prescribed application form and shall satisfy the conditions set down by the Commission before any transfer of Licence may be considered.
- 10.3 Where the Licensee seeks to transfer its Licence to another person, it shall comply with all terms and conditions of its Licence as at the date of transfer and shall have paid all outstanding fees to the Commission.

Condition 11

Approval of Joint Ventures

- 11.1 The Licensee shall give particulars of any of the agreements or arrangements to which this Condition applies for approval of the Commission before the coming into effect of such agreements or arrangements.
- 11.2 These agreements and arrangements are:
- (a) An agreement with any person for the establishment or control of any corporate body for the purpose of:
 - i. Providing telecommunications services in Nigeria which requires a Licence; or
 - ii. The production of telecommunications equipment for supply in Nigeria where that production would lead to a monopoly situation which would not otherwise exist in relation to the supply of telecommunications equipment of any description in Nigeria;
 - (b) An agreement for the establishment of a partnership for any of the purposes and in any of the circumstances;
 - (c) Any other agreement or arrangement in the nature of a joint venture for the purpose of providing telecommunications services which requires a Licence.

Condition 12

Associates

- 12.1 Without prejudice to the Licensee's obligations under these Conditions in respect in particular to anything done on its behalf, where:
- (a) Any Associate of the Licensee or member of the Licensee's Group does anything which the Licensee is prohibited from doing under these Conditions or fails to do anything which the Licensee is in the circumstances required to do; and
 - (b) The Commission is of the opinion:
 - i. That in consequence the Licensee is seeking to or is in a material and substantial way avoiding obligations which would apply under these Conditions if the thing had been done or not done by the Licensee; and
 - ii. That having regard to the duty imposed on it by Section 4 of the Act it ought to make a direction under this Condition, then the Licensee shall take such reasonable steps to ensure that the Associate ceases to do that thing or otherwise to remedy the matter as the Commission directs him to take.
- 12.2 For the purpose of this condition a person is an Associate of the Licensee if he is a subsidiary of or another body corporate controlled by it.

Condition 13

Pre-Notification of Changes in Shareholding

- 13.1 Except as specified in Condition 13.2 the Licensee shall notify and obtain the prior approval of the Commission in respect of any change in the control of any of the shares in the Licensee to which this Condition applies and any such notification shall be given as soon as practicable after the change in question is proposed.
- 13.2 The Licensee shall not be obliged to notify and/or obtain the prior approval of the Commission in respect of any such change where the number of such shares the control of which it is proposed to change when aggregated to the number of such shares the control of which has been changed at any time after the granting of this licence (whether or not the change has previously been notified to the Commission in accordance with this Condition) does not exceed 10% of the total number of shares in the Licensee to which this Condition applies.
- 13.3 In particular, the Licensee shall notify the Commission not later than 30 days before the taking effect of any of the arrangements of the description mentioned in Condition 13.4
- 13.4 Those descriptions of arrangements are:
 - (a) Any arrangement for obtaining a listing of any shares in the Licensee on any Stock Exchange in any part of the world provided that such listing shall not have the effect of vesting greater than 50% (fifty per centum) of the issued voting share capital of the Licensee in a manufacturer or supplier of telecommunications equipment; and
 - (b) Any arrangement for dealing in any shares in the Licensee on an unlisted market in Nigeria.
- 13.5 This Condition applies to all shares in the Licensee the holder of which for the time being is entitled to vote on any matter at a general meeting of the Licensee.

Condition 14

Payment of Fees

- 14.1 In consideration for granting the Licensee the right to operate and provide the Service, the Licensee shall pay to the Commission in full and without any deductions whatsoever:
 - (a) The Licence Fee; and
 - (b) An Annual operating levy which shall represent two and a half (2.5%) per cent of the Licensee's annual net revenue payable within 90 days after the end of the first year of the Licence and thereafter quarterly on the Licensee's assessed net revenue within 30 days of the end of each quarter to be adjusted immediately on receipt of the audited annual financial statements of the Licensee
- 14.2 The most recent audited account or where this not available, the management account or any other account or projection of the Licensee's operations will be admitted for the purpose of calculating the net revenue for the year under consideration and may be duly adjusted when the year's audited account becomes available.
- 14.3 Net turnover shall be construed as revenue accruing to a Licensee in respect of the licensed undertaking but shall exclude charges paid, as the case may be, to a satellite company or international carrier for bandwidth, and such other expenditure as the Commission may from time to time determine.
- 14.4 The Commission shall determine the Licence Fee payable for and in respect of any renewal of the Licence.
- 14.5 Where the Licensee fails, refuses or neglects to pay the assessed Annual Operating Levy within a period of 90 days after it becomes due, the assessed amount together with interest at the prevailing Minimum Rediscount Rate (MRR) shall become due and payable to the Commission.

Condition 15

Requirement to Furnish Information to the Commission

- 15.1 The Licensee shall permit the Commission to inspect and if required to make copies of records, documents and accounts relating to the Licensee's business for the purpose of enabling the Commission to perform its functions assigned to it under the Act.
- 15.2 In making any such request the Commission shall ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information and, in particular, that the Licensee is not required to procure or furnish a report which would not normally be available to it unless the Commission considers the particular report essential to enable it exercise its function.
- 15.3 Without prejudice to the provisions of Condition 15.2, the Licensee shall, furnish to the Commission within 6 (six) months of its financial year end a "Financial Statement". If the Commission so requests, there will be appended to the Statement a report from the Licensee's Auditor stating whether in his opinion the methods of allocation of costs, assets and liabilities are reasonable and whether the Statement has been properly prepared applying those methods and is adequate for the purposes specified in Condition 15.5.
- 15.4 Before making any request under Condition 15.3, the Commission shall give the Licensee notice not later than three months before the beginning of the first financial year for which statements are to be requested of its intention to do so.
- 15.5 In this Condition, "Financial Statement" means an accounting statement the purposes of which are to set out and fairly present the costs (including capital costs), revenue and financial position of the Licensee's services including a reasonable assessment of the assets employed in and liabilities attributable to those services. The level of desegregation as between services specified in, and in relation to the financial information contained in the Statement shall be of such level as the Commission may require from time to time, after consultation with the Licensee.

Condition 16

Revocation

- 16.1 Notwithstanding any contrary provision contained in this Licence, the Commission may at any time revoke this Licence by twelve (12) months' notice in writing given to the Licensee at its registered office where the Licensee is in breach of any of the Conditions attached to this Licence and the breach has not been rectified within 21 days, or such further period as the Commission may specify, after the Commission had notified the Licensee of the breach.
- 16.2 Notwithstanding any contrary provision contained in this Licence, the Commission may at any time revoke this Licence by three (3) months notice in writing given to the Licensee at its registered office in any of the following circumstances:
- (a) If the Licensee agrees in writing with the Commission that this Licence be revoked;
 - (b) If the Licensee ceases to carry on the business for which this Licence is granted;
 - (c) If any amount payable under Condition 14 of schedule 1 is unpaid 14 days after it became due and remains unpaid for a period of 14 days after the Commission notified the Licensee that the payment is overdue, such notification not to be given earlier than the sixteenth day after the day on which the payment became due;
 - (d) If within six months of the granting of this Licence, the Licensee has not commenced full operation to the satisfaction of the Commission;
 - (e) If the Licensee fails to ensure that its equipment is type approved by the Commission or a body approved by or accredited to the Commission;
 - (f) If the Licensee:
 - i. is unable to pay its debts,
 - ii. enters into receivership or liquidation,
 - iii. takes any action for voluntary winding-up, or dissolution or such action is taken by any other person or enters into any scheme of arrangement (other than in any such case for the purpose of reconstruction or amalgamation) upon terms and within such period as may previously have been approved in writing by the Commission or if a receiver or trustee is appointed or if any order is made for its compulsory winding up or dissolution.

Condition 17

Exceptions and Limitations on Obligations in Schedule 1

- 17.1 Unless the context otherwise requires the Licensee's obligations under these Conditions shall have effect subject to the following exceptions and limitations:
- 17.2 The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under this Licence if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, by the act of any National, Local or International Authority or as a result of fire, explosion, accident, emergency, riot or war.

SCHEDULE 2:

Specific Conditions for the Provision and Operation of International Data Access Gateway Services

Condition 18

Scope of Operation

- 18.1 The Licensee is authorised to provide and operate International Data Access (IDA) connectivity whether one-way or two-way, point-to-point, point to multipoint for voice, data or vision or any other kind of message for reception within Nigeria or any other international destination.
- 18.2 The Licensee is authorised to operate IDA connectivity using
 - (a) Space segment provided by any satellite Organisation approved by the Commission, or;
 - (b) International transmission media including microwave and cable.
- 18.3 The Licensee is authorised to provide international connectivity to various network service providers located in Nigeria.

Condition 19

Approval of Equipment

- 19.1 The Licensee shall ensure that its network equipment is type approved by the Commission or a body approved by or accredited to the Commission prior to the commissioning or commercial use (whichever is earlier) of such equipment and shall obtain any necessary compliance certificates or licences in accordance with the respective Regulations.
- 19.2 Type approval of all equipment must be done before such equipment are brought into service.

Condition 20

Technical Requirements

- 20.1 The Licensee shall comply with the technical standards specified by the Commission:
- (a) In the “Interface specifications on Customer Premises Equipment”
 - (b) Any other technical specification approved by the Commission.
- 20.2 The Licensee shall not alter any of these specifications except with the prior written approval of the Commission.

Condition 21

Protecting Public Safety

- 21.1 The Licensee shall ensure that its satellite transmission devices do not constitute a radiation hazard threat to the public.
- 21.2 The Licensee shall ensure that its transmission equipment are securely protected from physical accessibility by the public through the usage of and fencing signage.
- 21.3 The Licensee shall use the appropriate design and configuration of transmission equipment in order to ensure that transmission signals do not exceed appropriate power levels.
- 21.4 The Licensee shall ensure proper installation and use of transmission equipment by employing well-trained installers and providing adequate training for installers and operators.

Frequency Assignments

- 22.1 Frequencies used by the Licensee shall conform to the general allocation of Frequencies in the ITU Regulations and Assignments by the Commission or any other authorised agency acting for and on behalf of the Commission.
- 22.2 All service link frequencies and other frequencies that are required for terrestrial point-to-point or point-to-multipoint services shall be subject to separate approval from the Commission and will be at an extra cost.

Condition 23

Intersystem Co-ordination

- 23.1 The Licensee shall on demand submit to the Commission all transmission parameters to enable the Commission co-ordinate the services of the Licensee with other National or International services and assignments.

Condition 24

Access to Satellite Organisations

- 24.1 The Licensee shall have the right to connect its Gateway sub-system to any Satellite or international long distance provider approved by the Commission provided that:
- i. It has satisfied and continues to satisfy the relevant requirements for compliance with the technical and operational specifications of such international System Provider approved by the Commission.
 - ii. It has satisfied and continues to satisfy the relevant Rules and Standards issued under the relevant agreements, conventions or terms of any international Systems Provider approved by the Commission.
 - iii. The Licensee shall furnish the Commission with proof of compliance with the requirements in Condition 24.1(i) and (ii) above.
- 24.2 The Licensee shall furnish the Commission on a quarterly basis with the following information as well as any changes therein:
- i. The name and address of its international transmission facilities Provider;
 - ii. The name and orbital position of the Satellite it employs;
 - iii. The address and location of each IDA terminal it installs.
 - iv. The name and address of any user connected to its IDA Gateway.

Condition 25

Mobile Satellite Service Networks

- 25.1 The Licensee shall ensure that only those Mobile Earth Stations commissioned and licensed to operate in Nigeria shall be used in Nigeria.
- 25.2 The Licensee shall at all times obtain the written approval of the Commission to operate Mobile earth station commissioned and licensed to operate in countries other than Nigeria. Upon such approval, the Commission may grant to the Licensee, a short term Licence not exceeding one month to operate such mobile earth stations within Nigeria.
- 25.3 The Licensee shall obtain a separate authorisation for each Mobile Earth station.
- 25.4 Nothing in this Licence removes any need to obtain any other authorisation that may be required under any other enactment.

Condition 26

Use of Authorised Contractors

- 26.1 The Licensee shall ensure that any construction, installation and commissioning of any system associated with this licence is carried out by a person duly licenced by the Commission.

Condition 27

Privacy and Confidentially

- 27.1 Subject to the other provisions of this licence and except for messages and broadcast for general reception, the Licensee shall take all reasonable steps to safeguard the privacy and confidentiality of any messages conveyed by means of its systems and of information required by it in relation to such conveyance.

Condition 28

Interconnection with other Networks

- 28.1 The Licensee shall have the right to interconnect with the PSTN Network and other IDA or similar networks.
- 28.2 The Licensee shall have the right to demand interconnection and be connected to all other network operators or Interconnect Exchange service providers licensed by the Commission.
- 28.3 The Licensee shall abide by all relevant provisions of the Telecommunications Networks Interconnection Regulations, or any subsequent amendment thereto, as may be published by the Commission.
- 28.4 The Licensee shall not deny any licensed operator interconnection to its gateway. Where however the Licensee intends to refuse an operator access to its gateway, it shall notify the Commission of the reasons for such intended refusal and it shall be the responsibility of the Commission to determine whether or not such reasons are justifiable.

Condition 29

Limitations

- 29.1 For the purposes of this licence, the Licensee is expressly forbidden from employing Satellites in elliptical orbits, low earth orbits or any other non-geostationary orbit unless authorised separately and in writing by the Commission.
- 29.2 This licence does not permit the Licensee to provide Public Switch Telephony service.
- 29.3 The Licensee is prohibited from providing or operating any other telecommunications services:
 - (a) which is not expressly included within the scope of this licence; or
 - (b) for which a separate licence has not been issued by the Commission
- 29.4 The services must not be used for activities not in compliance with the conditions of licence nor in contravention of the provisions of the Act, or any successive legislation thereto.
- 29.5 This licence does not qualify the Licensee for the assignment of International Signalling Point Code (ISPC) and National Numbering Plan.
- 29.6 This licence qualifies the Licensee for the assignment of microwave link frequencies only.

Authorisation to Connect other Systems and Equipment

- 30.1 Nothing in this Licence removes the obligation to obtain any other Licence that may be required under the Act or any other enactment.
- 30.2 Subject to the limitation in Condition 18, this Licence authorises;
- i. The provision by means of the Applicable systems of any telecommunication service consisting in the transmission of messages to or the reception of messages from earth orbiting equipment;
 - ii. The provision of transmission capacity to other VSAT Licensed operators.
 - iii. The provision of leased circuit to other licensed operators.
 - iv. The connection to the Applicable systems of any Private Leased Circuit, Offshore Private Circuit or International Leased Circuit.

ANNEXURE

COMMENCEMENT OF OPERATION AND PENALTY FOR FAILURE

1. The Licensee shall commence operation not later than 12 months from effective date.
2. Failure to commence operation as stated in (1) above shall attract a penalty of N100,000.00 for every month subsequently until the Licensee commences operations.
3. Except as may be otherwise determined by the Commission, if the Licensee does not commence operation twenty-four (24) months after the Effective Date, the licence shall be revoked automatically.