



**INFRASTRUCTURE SHARING AND
COLLOCATION SERVICES
LICENCE**

(ISC/002/15)

Granted to

XXXXXXXXX COMPANY

by

NIGERIAN COMMUNICATIONS COMMISSION

Under Section 32 of the Nigerian Communications Act, 2003

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LICENCE NO. ISC/002/15 GRANTED TO
XXXXXXXXXX LIMITED
TO PROVIDE INFRASTRUCTURE SHARING AND COLLOCATION SERVICES
IN NIGERIA UNDER SECTION 32 OF THE NIGERIAN COMMUNICATIONS
ACT 2003

THE LICENCE

1. The Nigerian Communications Commission (hereinafter referred to as “the Commission”) being a body corporate with perpetual succession rights and a common 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 XXXXXXXX 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 Infrastructure Sharing and Collocation Services (hereinafter referred to as the “Licensed Undertaking”) in the Licensed Areas.
2. This Licence shall take effect from the 1st day of ____, 20__ and shall have a tenure of Ten (10) Years duration, in the first instance, but without prejudice to Condition 14 of this Licence, shall be subject to revocation thereafter upon the giving of Twelve (12) 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 Six (6) Months before the expiry date not to renew the licence.
4. In order for this Licence to be automatically renewed as provided in Paragraph 3, the Licensee shall have satisfactorily rolled-out services, and paid all the renewal licence fees and charges due.
5. This Licence is valid for the provision and operation of the Service stated in Schedule 2 to this Licence.
6. The Licence shall be governed by the provisions of Nigerian Communications Act 2003 and Wireless Telegraphy Act, Regulations and Guidelines issued by the Commission from time to time.

DR. AMINU MAIDA
EXECUTIVE VICE CHAIRMAN/CEO

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.

“Commission” The Nigerian Communications Commission and agents appointed pursuant to the powers under the Act.

“Customer” A person who has entered into a contract with the Licensee for the provision of the service, irrespective of the payment terms thereof, subject to the Licensee's terms and conditions lodged with the Commission.

“Effective Date” The date the licence enters into force as specified in Paragraph 2 of the licence.

“Guidelines” The Guidelines on Collocations and Infrastructure Sharing issued by the Commission establishing requirements for Collocation.

“Information” Includes but is not limited to signs, signals, texts, images, sound or data.

“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.

“Nigeria” The entire geographical area, the territorial waters, air limits of Nigeria and any area to which the provisions of the Act apply.

“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.

“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, Guidelines and other relevant subsidiary legislations.
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, relevant Regulations and Guidelines made thereto and with any direction, determination or order that the Act provides for the Commission to give or make.

1.2 Neither the Licensee nor its officers, directors, employees, agents, or counsel shall in any response to the Commission or any inquiry or in any application, pleading, report or any other written statement submitted to the Commission, make any misrepresentation or willful material omission bearing on any matter within the Commission's jurisdiction.

1.3 Unless otherwise provided in this Licence, any notifications, service of process, petitions, claims and other communications requested or permitted pursuant to this Licence shall be made in writing and shall be considered validly made when delivered by hand or by courier, telex or facsimile to the Licensee at the Licensee's address provided to the Commission for contact purposes and for the Commission at any of the registered offices of the Commission.

Condition 2

Reference Offer and Standard Practice List

2.1 The Licensee shall lodge with the Commission for its approval, a Reference Offer and Standard Practice List (or revision thereto) (“the Reference Offer”), which sets out the standard of services that the Licensee proposes to offer or is offering.

2.2 The Reference Offer which shall be lodged with the Commission within three (3) months from the Effective Date of the Licence shall be the basis for negotiation of infrastructure sharing and collocation service arrangement.

2.3 The Reference Offer lodged with the Commission must state the period (i.e. the term) for which it is to be in force. The term must not begin until approval is given by the Commission and shall not operate simultaneously with any previously approved Licensee's Reference Offer for the same service.

2.4 The Licensee shall provide the specified 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.

2.5 The Commission shall communicate the Licensee its decision within forty five (45) days from the date of receipt of the Reference Offer 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 Reference Offer and the Licensee shall, in that event, be at liberty upon the expiry of that timeline to implement the Reference Offer or the revisions thereto.

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 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 Anti-Competitive Conduct

4.1 The Licensee shall not make it a condition of:

- (a) Providing the service authorised under this licence;
- (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 Licensed Undertaking requested save where that Licensed Undertaking 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 Licensed Undertaking requested cannot otherwise be provided or the telecommunication equipment cannot otherwise be used.

4.2 Except where the Commission has agreed otherwise, the Licensee shall not do either of the things described in Condition 4.1(a) and (b) 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.

4.3 Notwithstanding the provisions of Conditions 4.1 and 4.2 the Licensee may where it supplies as part of the same transaction or connected 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 5

Code of Practice for Consumer Affairs

5.1 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.

5.2 The Licensee shall consult the Commission once every year about the operation of the Code of Practice.

Condition 6

Arbitration of Disputes with Customers

6.1 The Licensee shall include in the standard terms and conditions on which it provides services, provisions giving persons who have entered into contracts with it for the provision of the Licensed Undertaking 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.

6.2 The Licensee shall ensure that copies of all Infrastructure Sharing and Collocation services agreements executed with customers are registered with the Commission. The Commission shall, in the event of a reference to it of any dispute between the parties, have recourse to the terms and conditions of such agreement to effect a settlement.

Condition 7

Code of Practice on the Confidentiality of Customer Information

7.1 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.

7.2 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.

7.3 This Condition is without prejudice to the general duties at law of the Licensee towards its customers.

Condition 8

Transfer of Licence

8.1 The Licensee shall not transfer or assign its Licence to another party without the prior written approval of the Commission.

8.2 A person to whom a Licence is to be transferred shall apply to the Commission for a Licence to carry on the relevant Licensed Undertaking on the prescribed application form and shall satisfy the conditions set down by the Commission before any transfer of Licence may be considered.

8.3 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 9

Approval of Joint Ventures

9.1 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.

9.2 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 10

Associates

10.1 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.

10.2 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 11

Pre-Notification of Changes in Shareholding

11.1 Except as specified in Condition 11.2 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.

11.2 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.

11.3 In particular, the Licensee shall notify the Commission not later than thirty (30) days before the taking effect of any of the arrangements of the description mentioned in Condition 11.4

11.4 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 fifty per centum (50%) 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.

11.5 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 12

Payment of Fees

12.1 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 be assessed at one percent(1%) of the Licensee's Net revenue for the relevant period being its gross revenue less such cots as may be stipulated in the AOL regulations.

12.2 The most recent audited accounts 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 determining Gross Turnover for the year under consideration and may be duly adjusted when the year's audited account becomes available.

12.3 The Commission shall determine the Licence Fee payable for and in respect of any renewal of the Licence.

Condition 13

Requirement to Furnish Information to the Commission

13.1 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.

13.2 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.

13.3 Without prejudice to the provisions of Condition 13.2, the Licensee shall, furnish to the Commission within six (6) 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 13.5.

13.4 Before making any request under Condition 13.3, 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.

13.5 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 14

Revocation

14.1 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 twenty-one (21) days, or such further period as the Commission may specify, after the Commission had notified the Licensee of the breach.

14.2 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 12 is unpaid fourteen (14) days after it became due and remains unpaid for a period of fourteen (14) days after the Commission notified the Licensee that the payment is overdue, such notification not to be given earlier than the sixteenth (16) day after the day on which the payment became due;
- (d) If within six (6) 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 15

Exceptions and Limitations on Obligations in Schedule 1

15.1 Unless the context otherwise requires, the Licensee's obligations under these Conditions shall have effect subject to the exceptions and limitations in Condition 15.2.

15.2 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 Infrastructure Sharing and Collocation Services

Condition 16

Scope of Operation

16.1 The Licensee is authorised to provide collocation and infrastructure sharing services to qualified network service providers licensed by the Commission.

16.2 To facilitate the performance of the Licensed Undertaking, the Licensee is authorised to:

Build, erect, construct or otherwise acquire and own telecommunications infrastructure and facilities that are open to sharing by network service providers PROVIDED however that such infrastructure and facilities are not core network facilities.

Condition 17

Approval of Equipment and Sites

17.1 The Licensee shall ensure that all its Equipment and Sites are 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 all necessary compliance certificates in accordance with the relevant Rules and Regulations.

17.2 The Licensee shall further ensure that it complies with the provisions of Condition 17.1 in respect of all new Equipment and Sites procured or constructed by it after the Effective Date of this Licence.

17.3 Subject to Condition 17.4, the Licensee shall, in respect of all sites for the location or erection of its facilities, ensure that it complies at all times with the Commission's published site specifications and attendant terms and conditions thereto.

17.4 Prior to the development of any of its sites howsoever, the Licensee shall ensure that it obtains the prior written approval of the Commission as to the compliance of the site(s) with the Commission's published site specifications.

17.5 The Licensee shall at all times ensure that it fully cooperates with the Commission in carrying out its assigned duty to audit and conduct integrity/technical checks on all communications masts and towers before deployment.

Condition 18

Technical Requirements

18.1 The Licensee shall comply with the technical standards specified by the Commission in:

- (a) Technical Specifications for the Installation of Telecommunications Masts and Towers.
- (b) Technical Standards for External Line Plants Using Copper Cables
- (c) Any other technical specification approved by the Commission.

18.2 The Licensee shall not alter any of these specifications except with the prior written approval of the Commission.

Condition 19

Authorisations, Permits and Licences

19.1 The Licensee shall obtain all necessary licences and permits including relevant approvals for the construction of facilities such as right of way, ducts/conduits, trenches, building permits and other non-telecommunications permits required to build, implement, modify and remove installations and buildings in accordance with relevant applicable Laws and Regulations.

Condition 20

Protecting Public Safety

20.1 The Licensee shall ensure that its equipment do not constitute a hazard or threat to the public.

20.2 The Licensee shall ensure that its equipment are securely protected from physical accessibility by the public through the use of fencing and signage.

20.3 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.

20.4 The Licensee shall ensure proper installation and use of transmission equipment by employing well-trained installers and providing adequate training for installers and operators.

Condition 21

Security of Facilities

21.1 The Licensee shall have in place appropriate security features designed to protect the site, infrastructure and equipment against external threats such as theft and sabotage.

21.2 The Licensee shall provide precautionary measures for protecting its equipment against external interferences such as fire, power surges, static electricity and thunderbolt, and for minimising damages resulting from these interferences.

Condition 22

Installation and Management of Infrastructure

22.1 The Licensee shall ensure that;

(a) Any installation and commissioning of any system associated with this licence is carried out by a person duly licensed by the Commission.

(b) Management of installation service shall be undertaken only by qualified/experienced team of engineers capable of providing comprehensive support for rapid and reliable deployment of equipment.

Condition 23

Exceptions and Limitations on Obligations

Unless the context otherwise requires the Licensee's obligations under these Conditions shall have effect subject to the following exceptions and limitations:

23.1 The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under these Conditions if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, or as a result of fire, explosion, accident, emergency, riot, war, civil commotion or insurrection.

23.2 In the event that any of the circumstances specified in Condition 23.1 causes damage to the operations of the Licensee, the Licensee shall be obligated to repair or rebuild the infrastructure pursuant to a timetable and work plan to be established by the Licensee and approved by the Commission, and subject to adequate changes in the provisions of this Licence at the instance and discretion of the Commission.

Condition 24

Operational Specifications

24.1 The Licensee shall grant network service providers access to its facilities on such negotiated terms that are consistent with the General Rules of Collocation contained in the Guidelines issued by the Commission.

24.2 Where a network service provider is denied access to the infrastructure and facilities of the Licensee, the Licensee shall notify the Commission of the reasons for such refusal and it shall be the responsibility of the Commission to determine whether or not such reasons are justifiable.

24.3 The Licensee shall provide a flexible space to conveniently accommodate the needs of its customers, and shall make all arrangements for increasing the capacity of infrastructure to enable efficient use of existing capacity.

24.4 The Licensee shall in providing the Licensed Undertaking ensure the availability of fully redundant power with power distribution unit diversity, battery back-up, Uninterrupted Power Supply (UPS) and on-site generators with guaranteed fuel supply arrangements.

24.5 Subject to Condition 24.6, the Licensee shall not intentionally interrupt provision of service without obtaining the prior written consent of the Commission and giving reasonable notice to the Customers.

24.6 The requirements of Condition 24.5 shall not apply if the interruption or suspension is due to an emergency or to Force Majeure under Condition 23 of this Licence or to other circumstances, in the Commission's opinion, beyond the Licensee's control.

24.7 The Licensee shall not tap, decode or have any form of access to data streams connected to its infrastructure.

24.8 Subject to the provisions of Condition 24.9, the Licensee shall not permit any third party other than the Commission or a person duly authorised by the Commission to have access to its sites.

24.9 The Licensee shall grant right of access to the authorised personnel of its clients into the building or lands occupied by the equipment subject to collocation under the supervision of the Licensee. The permitted time within which a client may have access shall be agreed and determined by the parties.

Condition 25

Privacy and Confidentially

25.1 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 information conveyed by means of it's systems and of information required by it in relation to such conveyance.

Condition 26

Limitations

26.1 This licence does not permit the Licensee to provide active infrastructure for sharing by service providers such as switching systems and radio network systems or other infrastructure as may from time to time be specified by the Commission.

26.2 The Licensee is prohibited from providing or operating any other 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

26.3 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.

Condition 27

Limitation of Liabilities

27.1 Subject to Condition 27.2 and notwithstanding any contrary provision of this Licence, the Commission shall not be liable in contract, tort or otherwise to the Licensee or any third party for any indirect, contingent or consequential loss or damage or for loss of profit, business, revenue, goodwill, opportunities or anticipated savings, cost of capital, cost of substituted service, facilities or products, or down-time costs, consequent upon the issuance or actualisation of any Condition of this Licence, or any act taken by the Commission in connection with or pursuant to this Licence or any other matter related thereto.

27.2 The Commission's total liability under this Licence and in regard to any matter related to the Licence shall at all times be limited to the unexpired amount paid at any given time to the Commission by the Licensee pursuant to this Licence.

ANNEXURE

COMMENCEMENT OF OPERATION AND PENALTY FOR FAILURE

1. The Licensee shall commence operation not later than twelve (12) months from Effective Date of the Licence.
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 twelve (12) months after the Effective Date, the licence shall be revoked automatically.