



Global Mobile Personal Communications by Satellite Licence

Licence No 1/2013 (7)

Pursuant to the provisions of the Federal Law by Decree No. (3) of 2003 Regarding the Organisation of the Telecommunication Sector and its amendments, this Global Mobile Personal Communications Satellite (GMPCS) Licence is granted to **Thuraya Telecommunications Company PrJSC** for the period of ten years with effect from 27 October 2013 to 27 October 2023 to install, operate and manage the Public Telecommunication Network and to provide the Telecommunication Service specified in this Licence within the United Arab Emirates, subject to the conditions of this Licence, the provisions of the Federal Law by Decree No. (3) of 2003, its amendments, the Regulatory Framework, and all other applicable laws and regulations in the United Arab Emirates.

SIGNED by:

Mohamed Al Ghanim

Director General

The Telecommunications Regulatory Authority

Date: 27 October 2013

Article (1)

Definitions

1.1. In implementing the conditions of this Licence, the following terms shall have the meanings given to them here unless the context requires otherwise. Any undefined term here shall have the meaning ascribed to it in the Federal Law by Decree No. (3) of 2003 and its amendments. Words denoting reference to persons shall include natural and/or legal persons.

- 1.1.1. **Affiliate** means in relation to the Licensee, any other juridical entity directly or indirectly controlling or controlled by the Licensee, or under direct or indirect common control with the Licensee;
- 1.1.2. **Authority** means the General Authority for Regulating the Telecommunications Sector;
- 1.1.3. **Change in Control** means any transaction, sale, contract, recapitalisation or other reorganization or merger that results in a Change in Control of the Licensee, including any transaction or series of transactions taking place after the date of this Licence as a result of which the holders of the voting securities or equity interests in the capital of the company after its establishment, hold less than a majority of the voting power or equity interest in the Licensee after the transaction or series of transactions, as the case may be;
- 1.1.4. **Companies Law** means the Commercial Companies Law, Federal Law No. (8) of 1984 Regarding Commercial Companies, and the amending laws thereof;
- 1.1.5. **Constellation of Satellites** means one or a group of satellites, whether geostationary or not, operated as a system;
- 1.1.6. **Control** means the ownership of more than fifty (50) percent of the voting interests in any person and/or the ability to control in fact the business and affairs of that person whether by ownership, contract, or otherwise;
- 1.1.7. **Customer** means any person who has entered into a contract with the Licensee to receive the Licensed Services;

- 1.1.8.* **End User** means any person including a Customer who receives Licensed Services from the Licensee;
- 1.1.9.* **Emergency Call** means a call made to designated emergency numbers such as police, fire, ambulance or other emergency services designated by the Authority;
- 1.1.10.* **Executive Order** means the Executive Order issued pursuant to the Federal Law by Decree No. 3 of 2003, as may be amended or replaced from time to time;
- 1.1.11.* **Frequency Spectrum Authorization** means an authorization, which permits the use of Radio Frequency subject to terms and conditions as stipulated by the Authority;
- 1.1.12.* **GMPCS** means global mobile personal communications by Satellite as defined by the ITU and as amplified or amended from time to time by the GMPCS-MOU;
- 1.1.13.* **GMPCS Earth Station** means a land-based facility used to establish, maintain, validate or control communications with the space segment of the GMPCS System;
- 1.1.14.* **GMPCS-MOU** means the memorandum of understanding adopted on 18 February 1997 documenting a cooperative framework for type approval, licensing and marking of terminals, customs arrangements and access to traffic data and including all subsequent arrangements agreed and made pursuant to it;
- 1.1.15.* **GMPCS System** means a telecommunications system consisting of a constellation of one or more Satellites and one or more GMPCS Earth Stations used for the provision of GMPCS Telecommunications Services directly to End Users using a specialised Terminal;
- 1.1.16.* **GMPCS Gateway** means an Earth Station used to allow voice or data calls originating or terminating on the Licensed Network to interconnect with one or more Telecommunications Networks (whether inside or out of the State);

- 1.1.17.* **ITU** means the International Telecommunications Union a specialised agency of the United Nations for Information Communication Technology (ICT);
- 1.1.18.* **Licence** means this document, as may be amended or replaced from time to time;
- 1.1.19.* **Licensed Network** means the Public Telecommunications Network described in Article 3;
- 1.1.20.* **Licensed Services** means the GMPCS Telecommunication Services described in Article 4;
- 1.1.21.* **Licensee** means the person described on page 1 of this Licence;
- 1.1.22.* **Other Licensed Operators** means entities other than the Licensee which are licensed according to the provisions of the Federal Law by Decree No. (3) of 2003, its amendments and Executive Order;
- 1.1.23.* **Radio Frequency** means radiated electromagnetic energy measured in Hz or cycles/sec;
- 1.1.24.* **Regulatory Framework** means the regulatory instruments issued by the Authority from time to time including any revisions or amendments made to them;
- 1.1.25.* **Satellite** means an apparatus located in the Earth's atmosphere which exchanges communications with Earth Stations and other satellites for the purposes of carrying telecommunications or broadcasting;
- 1.1.26.* **State** means the United Arab Emirates;
- 1.1.27.* **Telecommunications Apparatus** means apparatus made or adapted for use in transmitting, receiving, or conveying any of the Licensed Services through the Licensed Network;
- 1.1.28.* **Terminal** means the equipment used by End Users to access the Licensed Services.

Article (2)

Coming into Force and Compliance

- 2.1 This Licence shall come into force on the date of its issuance by the Authority until its expiry date as set out in the Licence.
- 2.2 If the Licensee wishes to renew the term of this Licence, it shall apply for renewal to the Authority not less than one-hundred-eighty (180) days before the expiry of the initial term of the Licence. The Authority shall consider the Licensee's application for renewal and, if the Licensee has complied in all material respects with the terms of this Licence, shall grant a renewal of the term of this licence for a further period of ten (10) years from the date of expiry of the initial term.
- 2.3 The Licensee shall at all times comply with the terms of this Licence, the relevant provisions of the Regulatory Framework, the Frequency Spectrum Authorization, and all the relevant laws of the State as may be amended from time to time.

Article (3)

Licensed Network

- 3.1 The Licensee may install, operate and manage a Public Telecommunications Network of GMPCS comprising one or more of the following:
 - 3.1.1 a GMPCS System;
 - 3.1.2 one or more GMPCS Earth Stations which may also be used as an GMPCS Gateway; and
 - 3.1.3 any associated terrestrial facilities necessary for providing GMPCS,in the State, but only for the provision of the Licensed Services.
- 3.2 The Licensee shall comply with the directions, recommendations and guidelines of the GMPCS-MOU, in relation to GMPCS insofar as they are consistent with the Regulatory Framework.

- 3.3 The Licensee shall notify the Authority of any significant changes to the Licensed Network or to any stored commands or protocols contained in it and shall provide the Authority with information about the changes and their effect in the State.
- 3.4 The Licensed Network including all Telecommunication Apparatus shall conform to the technical specifications for networks and equipment including for the use of frequency spectrum, as may be set out in the Regulatory Framework.
- 3.5 The Licensee shall obtain all necessary licences and permits as may be required to build, modify and remove any construction in accordance with the relevant laws in the State.

Article (4)

Licensed Services

The Licensee is authorised to provide GMPCS voice and data Telecommunications Services in the State but only by means of the Licensed Network.

Article (5)

Fees

- 5.1 The Licensee shall pay an acquisition fee as determined by the TRA Board before being issued with a licence.
- 5.2 Licensee shall pay an annual Licence fee as determined by the TRA Board. The annual Licence fee shall be paid in full on each anniversary date of the Licence.
- 5.3 The Licensee shall pay Frequency Spectrum Authorization fees and numbering fees as required by the Authority.

Article (6)

Not Used

Article (7)

Commencement of Service

The Licensee shall commission the Licensed Network and provide the Licensed Services on a commercial basis within a time specified by the Authority from the date of commencement of this Licence.

Article (8)

Ownership and Control

- 8.1 The Licensee shall be a local juridical entity established and in good standing under the laws of the State and their amendments from time to time.
- 8.2 Any Change in Control of the Licensee shall require the prior written consent of the Authority.
- 8.3 The ownership of the Licence may not be transferred without the prior written consent of the Authority and until and unless all outstanding fees have been paid to the Authority.
- 8.4 The Licensee may subcontract the provision of any or all of the Licensed Services and the installation, operation and management the Licensed Network to an Affiliate or another person (or otherwise arrange for those activities to be conducted by the Affiliate or another person on its behalf), with prior written approval of the Authority, provided that the Licensee shall continue to be fully liable for any obligations set out in this Licence or imposed on the Licensee pursuant to the Regulatory Framework, whether in relation to the provision of the Licensed Services, Licensed Network or otherwise. If the Affiliate is and remains wholly owned by the Licensee, the prior written approval of the Authority shall not be required, provided that the Authority is notified of such arrangements.

Article (9)

General Obligations

- 9.1 The Licensee shall:

- 9.1.1 comply with all localisation policies in the State;
 - 9.1.2 comply with the laws, policies or directions for foreign investment in the capital of the company;
 - 9.1.3 notify the Authority of shareholding in the company or any merger, change or restructuring to the capital of the company.
 - 9.1.4 maintain its books of account and financial statements in accordance with the accounting standards and principles generally applied in the State;
 - 9.1.5 ensure that its books of account are audited annually by an independent firm of auditors registered in the State;
 - 9.1.6 submit two (2) certified hardcopies and one (1) softcopy of its annual financial statements to the Authority within four (4) months of the end of each financial year; and
 - 9.1.7 preserve its financial records and books of account for a period of ten (10) years after the end of each financial year.
- 9.2 The Licensee's financial year for purposes of maintaining its accounts shall start in January and end in December each year.
- 9.3 The Licensee shall provide information to the Authority on request and in the manner directed by the Authority, which may include any document, accounts, records, commercial agreements entered into with other relevant operators for the provision of Licensed Services in the UAE or other information specified in a notice that may be required by the Authority for the performance of its functions.

Article (10)

Inspection and Monitoring

The Licensee shall permit the Authority or its authorised agent to have access to any premises of the Licensee and to inspect any Telecommunications Apparatus or documents including accounts or other records at any time to ensure compliance with the provisions of the Licence and the Federal Law by Decree No. (3), its amendments, Executive Order and the Regulatory Framework.

Article (11)

Standard of Conduct

The Licensee shall not use or knowingly permit the use of the Licensed Network or the Licensed Services for any purpose that violates the Federal Law by Decree No. (3) of 2003 and its amendments or any other applicable laws or the Regulatory Framework. The Licensee shall endeavour to take all reasonable action to ensure that the Licensed Network and the Licensed Services are not used for any such purposes.

Article (12)

Application for Frequencies

The Licensee shall apply to the Authority for Frequency Spectrum Authorization and number authorizations in accordance with the Regulatory Framework and shall comply with the terms of any authorizations issued.

Article (13)

Relationship with Customers

The Licensee shall in its dealings with Customers, act promptly and in a transparent manner. The Licensee shall not unduly discriminate against similarly situated Customers and shall generally deal with Customers in accordance with the Regulatory Framework.

Article (14)

Dispute Resolution

Where a dispute remains unresolved between the Licensee and Other Licensed Operators or between the Licensee and a Customer or where a complaint is referred directly to the Authority, the Authority may resolve the matter in accordance with the Federal Law by Decree No. (3) of 2003, its amendments, Executive Order and the Regulatory Framework. In all cases the Licensee shall cooperate fully with the TRA for the resolution of disputes.

Article (15)

Implementation of Charges, Conditions and Provisions of Public Services

In accordance with the Regulatory Framework, the Licensee shall make publicly available the charges for its Licensed Services and terms and conditions on which Licensed Services are provided.

Article (16)

Emergency Services and CLI

- 16.1 The Licensee shall provide an Emergency Call service in accordance with the Regulatory Framework.
- 16.2 The Licensee shall, as set out in the Regulatory Framework comply with any requirements by the Authority to transmit Caller Line Identification (CLI) and shall co-operate with Other Licensed Operators to enable them to transmit CLI as required in the Regulatory Framework.

Article (17)

Continuity of Service

- 17.1 The Licensee shall not intentionally interrupt the operation of the Licensed Network or provision of the Licensed Services without first notifying the Authority in writing and giving reasonable notice to Customers. The notice shall indicate the time during which the interruption will take place.
- 17.2 The Licensee shall not cease to provide Licensed Services without the express written approval of the Authority.

Article (18)

Interconnection and Access

Interconnection of the Licensed Network to networks of Other Licensed Operators and resolution of interconnection disputes shall be governed by the Federal Law by Decree No. (3) of 2003, its Executive Order and the Regulatory Framework.

Article (19)

Competition

The Licensee shall comply with the rules regarding anti-competitive conduct as set out in the Regulatory Framework.

Article (20)

Public Emergency, Public Interest, Safety and National Security

20.1 Public Emergency

The Licensee shall comply with any directions as the Authority or other competent authorities may issue in case of public emergency on matters relating to work or ownership of the Licensee.

20.2 Public Interest, Safety and National Security

The Licensee shall comply with any directions as the Authority or other competent authorities may issue from time to time on matters relating to public interest, safety and/or national security. The Licensee shall maintain calling party/called party details and subscriber information in accordance with any measures issued by any competent authority responsible for public interest, safety and national security. The Licensee also undertakes to install at its own expense any equipment required to allow access to its Licensed Network and/or the retrieval and storage of data for reasons of public interest, safety and national security. This obligation shall extend to the provisioning of the facilities terminating at the premises of a competent authority and shall be provided without charges of any kind. 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.

20.3 Assumption of Control

The Licensee shall comply with any direction from the Authority or any competent authority requiring it to allow any authorised person by the Authority or any competent authority to assume full or partial control of the Licensed Services and/or the Licensed Network. Any such direction shall be in writing.

Article (21)

Access to Land

- 21.1 The Licensee shall have access to and use of public and private land in accordance with the provisions of the Federal Law by Decree No. (3) of 2003, its amendments, Executive Order and Regulatory Framework.
- 21.2 The Licensee shall comply with the directions of the Authority or any other competent authority in relation to the protection of the environment.

Article (22)

Amendment of Licence

- 22.1 Any request for an amendment to the Licence by a Licensee shall be made by an application in writing and stating the following:
 - 22.1.1 The particular conditions which are requested to be amended;
 - 22.1.2 Reasons for the request.
- 22.2 The Authority shall consider the request and may seek further information if necessary before deciding:
 - 22.2.1 to amend the Licence;
 - 22.2.2 not to amend the Licence;
 - 22.2.3 to amend the Licence but with modifications.
- 22.3 Every amendment initiated by the Authority shall be by way of the following process:
 - 22.3.1 Draft notice of proposed amendment (which may include a variation, revocation or addition to the conditions of the Licence) and reason for amendment to be given by the Authority to the Licensee; and
 - 22.3.2 The Licensee shall be given a reasonable time to respond.
- 22.4 The Authority shall consider the response of the Licensee before deciding whether:
 - 22.4.1 to amend the Licence;

- 22.4.2 not to amend the Licence;
- 22.4.3 to amend the Licence but with modifications.

Article (23)

Breach and Penalties

- 23.1 The Licensee shall be subject to penalties as provided in the Federal Law by Decree No. (3) of 2003, its amendments and Executive Order, if the Licensee fails to comply with any of the following:
 - 23.1.1 any obligation under the Federal Law by Decree No. (3) of 2003, its amendments and the Executive Order;
 - 23.1.2 any obligations within the provisions of the Licence; or
 - 23.1.3 obligations contained in the Regulatory Framework.

Article (24)

Force Majeure

- 24.1 The Licensee shall not be in breach of any condition of this Licence if its failure to perform results directly from force majeure. Force majeure shall not include the insolvency of the Licensee, or the inability of the Licensee to meet its debts or other financial obligations.
- 24.2 The Licensee shall notify the Authority immediately on the occurrence of any event of force majeure giving the anticipated effects of the force majeure and the expected duration, and steps to be taken by the Licensee to mitigate the effects if possible.

Article (25)

Language

The Arabic language version of the Licence is the binding version. However an official English Language version has been prepared for guidance and assistance in interpretation of the Arabic language version.