

Annex-F (License Template)



PAKISTAN TELECOMMUNICATION AUTHORITY
HEADQUARTERS F-5/1 ISLAMABAD, PAKISTAN

License No. []

[date], 2021

**MOBILE CELLULAR LICENSE ISSUED UNDER SECTION 21 OF THE PAKISTAN
TELECOMMUNICATION (RE-ORGANIZATION) ACT, 1996**

The Pakistan Telecommunication Authority (the "Authority") hereby grants a non-exclusive License No...dated....to [name of licensee] (the "Licensee") on technology neutral basis for the establishment, maintenance and operation of the Licensed System to provide the Licensed Services in Pakistan (excluding Azad Jammu & Kashmir and Gilgit-Baltistan); subject to the terms and conditions contained herein.

On behalf of
Pakistan Telecommunication Authority

On behalf of
[name of licensee]

(The Recipient)

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PART 1: GRANT OF LICENSE

1.1 SCOPE OF THE LICENSE

- 1.1.1. This License authorizes the Licensee to provide the Licensed Services in Pakistan [excluding Azad Jammu and Kashmir (AJ&K) and Gilgit-Baltistan (GB)], and to establish, maintain and operate the Licensed System.
- 1.1.2. The Licensee shall provide the following Mandatory Services throughout Pakistan:
 - 1.1.2.1 Mobile Communication Service including:
 - 1.1.2.1.1 Access to emergency services;
 - 1.1.2.1.2 Access to operator assistance services;
 - 1.1.2.1.3 Access to national and international long-distance services through LDI operators; and
 - 1.1.2.1.4 Such other Telecommunication Services as the Authority may, by Regulation, require.
- 1.1.3. The Licensee may provide optional services incidental to Mobile Communication Service.
- 1.1.4. The License does not authorize the following:
 - 1.1.4.1 The provision of Mobile Communication Services in AJ&K and GB;
 - 1.1.4.2 The interconnection of the Licensed System to the Telecommunication System of a service provider that provides telecommunication services outside Pakistan or in AJ&K and GB;
 - 1.1.4.3 Such other activities or Telecommunication Services as the Authority may by Regulations, prohibit.
- 1.1.5. The Licensee shall not provide any Telecommunication Service or install, maintain or operate any Telecommunication System that is not authorized in this License, except pursuant to a separate License or other proper authorization from the Authority.
- 1.1.6. The Licensee shall not authorize or facilitate the Terminal Equipment used by a fixed line customer in connection with the Limited Mobility Communication Service, to be authenticated or used with the Mobile Communication System.
- 1.1.7. The Licensee shall provide access to national and international Long-Distance Public Voice Telephone Services only through the interconnection of the Licensed System with the Telecommunication System of another Operator duly licensed by the Authority to provide national and international long-distance services.
- 1.1.8. The Licensee shall notify the Authority at the time that the Licensee wishes to begin to offer a new category of Licensed Services not previously offered by the Licensee. In its notice, the Licensee shall describe the new category of Licensed Services and the expected date that they will begin to be offered commercially by the Licensee. The Authority after due consideration may issue necessary approval.

- 1.1.9. Upon being notified by the Authority that an Operator's License is suspended or terminated, the Licensee shall as promptly as practical in the circumstances, disconnect the Licensed System from the Telecommunication System of that Operator, and discontinue using the Telecommunication Service of that Operator, until such time the Authority restores or renews such License.

1.2 EFFECTIVE DATE AND TERM OF THE LICENSE

- 1.2.1. This License shall come into force on the Effective Date and shall be valid for a term of 15 (fifteen) years.
- 1.2.2. If the Licensee wishes to renew the term of the License at the expiration of the initial or any renewal term, it shall submit to the Authority a written request for renewal at least 30 months prior to the expiration of the current term.
- 1.2.3. Within six (6) months after the receipt of the Licensee's request pursuant to Condition 1.2.2, the Authority shall either:
- 1.2.3.1 renew the License on such terms and conditions as are consistent with the applicable policy of the Federal Government at that time, to come into effect at the conclusion of the initial or renewed term as the case may be; or
 - 1.2.3.2 give written notice to the Licensee stating that the Authority may not renew the License and provide reasons thereof. The reasons may include the Licensee's repeated, grave or continuing violations of the terms and conditions of this License, the Act, Rules or Regulations; during the term of this License. The Licensee shall be given 60 days to make written representations in response to the Authority's written notice. Within 30 days after the conclusion of such 60 days period, the Authority shall hold a hearing at which the Licensee may make representations in response to the Authority's written notice. The Licensee may, as part of its representation, indicate the further License conditions, it is prepared to accept to reduce the likelihood of continued or further violations of the terms and conditions of this License, the Act, Rules or Regulations. Following such hearing, the Authority shall, within 15 days, give its determination either:
 - 1.2.3.2.1 the Authority has determined not to renew the License at the expiration of the initial term or renewed term, and provide its reasons for making such a determination, or
 - 1.2.3.2.2 to renew the License on such terms and conditions as are consistent with the applicable policy at the time of renewal, to come into effect at the conclusion of the initial or renewed term, and including such additional terms as the Authority considers appropriate, to reduce the likelihood of continued or further violations of the terms and conditions of this License, the Act, Rules or Regulations.

PART 2: RIGHTS OF THE LICENSEE

2.1 NUMBERS AND SHORT CODES

- 2.1.1 The Licensee has the right to request geographic and non-geographic numbers, as well as short codes, in accordance with the National Numbering Plan developed by the Authority, for use in the provision of the Licensed Services.
- 2.1.2 The Licensee shall allocate individual numbers to customers from the blocks allocated to it by the Authority and shall maintain suitable records of its utilisation of numbering capacity, subject to the following:
 - 2.1.2.1 The blocks of numbers and short codes allocated to the Licensee and the individual numbers allocated by the Licensee to its customers are a national resource; and
 - 2.1.2.2 Allocation of a number does not confer ownership of the number by the customer. However, an allocation conveys an ongoing right of use and an expectation of at least a three month notice period should it be necessary to withdraw or to change allocated numbers.

2.2 SIGNIFICANT MARKET POWER (SMP)

- 2.2.1 If the Authority determines that a Licensee possesses SMP in a relevant geographical market, the Licensee shall comply with orders / decisions of the Authority that are intended to prohibit abuse of its dominant position through anti-competitive conduct or to promote competition in respect of that relevant market or markets ancillary thereto, including without limitation orders to produce a Reference Interconnection Offer (RIO) detailing the services and tariff they provide to other licensed operators.

2.3 MOBILE NUMBER PORTABILITY

- 2.3.1 The Licensee shall implement Mobile Number Portability (MNP) according to the regulations/ guidelines issued by the Authority from time to time.

2.4 SELF PROVISIONING

- 2.4.1 The Licensee will have the right to provide its own infrastructure:
 - 2.4.1.1 Within a Region and to also provide their own interconnection circuits to other Operators:
 - 2.4.1.2 Between Regions in the event that all LDI operators are unable to provide a circuit within three months from request by the Licensee; or
 - 2.4.1.3 In the event that quality of service falls below international standards for inter-Regional circuits as determined by the Authority.

2.5 RIGHT OF WAY

- 2.5.1 The licensee will have the right to contract for the "Right of Way" (RoW) to construct its network, subject to conditions laid down by concerned agencies in accordance with applicable statutory provision(s) of the Act, Rules or applicable policy.

2.6 INFRASTRUCTURE SHARING

- 2.6.1 The Licensee is required to share its existing and future infrastructure with other Operators, on request by any other Operator. As a minimum, the infrastructure to be shared shall be site sharing and mast sharing. Licensees may enter into commercial arrangements with each other for active sharing, however, such arrangement shall not take effect until such time as the relevant Guidelines are in place. If no such agreement can be reached after negotiation in good faith by the Licensee and the Operator, then the parties will resolve the matter as per applicable framework.
- 2.6.2 Licensees may enter into commercial arrangement with each other for Spectrum Sharing and Trading, however, such arrangement shall not take effect until it is approved by the Authority as per the framework developed under the applicable Policy.

2.7 LOCAL MANUFACTURING, ASSEMBLY, TRANSFER OF TECHNOLOGY AND RESEARCH AND INNOVATION

- 2.7.1 The Licensee shall encourage and facilitate local manufacturing, assembling and development of telecom equipment, terminal devices, applications, transfer of technology and Research and Innovation in Pakistan, subject to any regulations or directives of the Authority.

2.8 NATIONAL ROAMING

- 2.8.1 The Licensee is encouraged to negotiate a commercial arrangement with one or more Operators for national roaming so that the Licensee can provide seamless Voice, Data and other services, if any. If no such agreement can be reached after negotiation in good faith by the Licensee and the Operator, then the parties will resolve the matter as per the applicable framework.

2.9 INTERNATIONAL ROAMING

- 2.9.1 The Licensee shall use its best efforts to enter into the necessary agreements with foreign operators in order to enable and provide international roaming to its subscribers. The Licensee must follow the Authority's guidelines on international roaming which may be issued from time to time.

2.10 MOBILE VIRTUAL NETWORK OPERATOR (MVNO)

- 2.10.1 The Licensee is encouraged to support MVNO Services, as required under the framework prepared and published by the Authority from time to time or as determined by the Authority.

PART 3: OBLIGATIONS OF THE LICENSEE

3.1. COMPLIANCE WITH LAW

- 3.1.1 This License is subject to the terms and conditions contained herein and to the Act, Rules and Regulations. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.
- 3.1.2 The Licensee shall establish, maintain and operate its Licensed System, and shall provide the Licensed Services, in compliance with the laws of Pakistan. The

Licensee shall at all times co-operate with the Authority and its authorized representatives in the exercise of the functions assigned to the Authority under the Act, Rules and Regulations. The Licensee shall comply with all orders, determinations, directives and decisions of the Authority.

- 3.1.3 Details of all foreign directors of the Licensee's company along with the foreign nationals deployed for installation, operation and maintenance of the Licensed System must be communicated to the Authority and all other concerned quarters.

3.2. NETWORK ROLL-OUT

- 3.2.1 From the effective date of this License, the Licensee shall provide the Licensed Services, in accordance with the obligations and timelines given in Appendix-A1.

3.3. PERFORMANCE BOND

- 3.3.1 The Licensee shall submit the Performance Bond in accordance with Appendix-1 A2.

3.4. ACCESS TO EMERGENCY SERVICES

- 3.4.1 The Licensee shall provide its customers with access to government emergency services, including automatic connections to local police, fire and ambulance assistance, by means of a simple telephone number with operator standby assistance available in case of failure of Licensee's automated systems. The Licensee shall comply with other requirements imposed by the Authority from time to time in relation to emergency services.

3.5. ALTERATION OF NETWORK

- 3.5.1 The Licensee shall, within such reasonable time and in such manner as may be directed by the Authority, and at its own expense, alter the course, depth, position or mode of attachment of any apparatus forming part of its Licensed System which may cause hazard to human life, community, or is deemed against the public interest in any way. All the Telecommunication System of the Licensee must be in the knowledge of the Authority including but not limited to Core and Access network.

PART 4: FEES AND OTHER CHARGES

4.1 PAYMENT OF FEES

4.1.1 The Licensee shall pay the Initial Spectrum Fee as per Appendix 2 amounting to USD [*amount in numbers*] (US Dollars [*amount in words*]) or its equivalent in Pak Rupees to the Authority.

4.1.1.1 The Initial Spectrum Fee shall be paid in US Dollars or its equivalent in Pak Rupees to be converted at the National Bank of Pakistan (NBP) Telegraphic Transfer (TT) selling rate prevailing on the day preceding the date of payment.

The ISF shall be payable within 15 calendar days of the written intimation to Provisional Winner by PTA, taking into account the Pre-Bid Deposit. The Provisional Winner may opt following options for payment of ISF:

The Licensee may opt for 100% payment of the Initial Spectrum Fee as a onetime upfront payment as per timelines provided above

OR

Pay 50% payment of the Initial Spectrum Fee as per timelines provided above. The remaining 50% of the Initial Spectrum Fee shall be payable in 5 years in 5 equal annual instalments with cumulative mark-up calculated at the rate of one year LIBOR rate + 3% for the period from the Effective Date of the License to the payment date.

Additionally, the Licensee may pay the remaining balance of the Initial Spectrum Fee at any time before the end of 5 years, without any prepayment penalties. However, the mark up at LIBOR + 3% shall be payable on the balance amount for the period from the Effective Date of the License or payment date of last instalment, whichever is later, to the payment date.

In case the LIBOR rate or NBP exchange rate issuance is discontinued by the issuing authorities/organisations during payment tenor under the License, rates announced by Ministry of Finance, Pakistan or State Bank of Pakistan in replacement of said rate shall be used with effect from the date of its discontinuance.

4.1.1.2 If any payment of the Initial Spectrum Fee, including any instalment, becomes overdue, the Authority may serve upon the Licensee a show cause notice stating the default and seeking explanation, allowing it not less than 7 days, as to why its License shall not be suspended or revoked. On considering the Licensee's explanation, the Authority may suspend or revoke the License as deemed appropriate. The Authority and the Licensee have agreed to this term in the light of the spirit of Section 28 of the Contract Act, 1872 and despite Section 23 of the Act.

4.1.1.3 This payment being the Initial Spectrum Fee will not be excluded from the gross revenue for the purpose of calculation of Annual License Fee (at the rate of 0.5%), Universal Service Fund Contribution (at the rate of 1.5%) and Annual Research and Development Fund Contribution (at the rate of 0.5%).

- 4.1.1.4 Calculation of mark-up for the 1st instalment, the one year LIBOR rate prevailing at the Effective Date of the License shall be used and for subsequent years the one year LIBOR rate prevailing on the payment date of previous (last year's) instalment shall be used.
- 4.1.1.5 In case the successful winner initially opt for 50% payment plan, the winner can make payment of remaining 50% before signing of license without any early payment penalty or charges or mark up or LPAF.
- 4.1.2 The Licensee shall pay the following annual regulatory fees, contributions and charges:
 - 4.1.2.1 The Licensee shall pay the Annual License Fee (ALF) to the Authority in an amount equivalent to 0.5% of the Licensee's Annual Gross Revenue from Licensed Services for the relevant Financial Year, minus inter-operator costs and related PTA/FAB mandated payments. In the case of PTA/FAB mandated payments including contributions, this deduction will be allowed only if these amounts have actually been paid and not on an accrual basis. However, payment of ILF/ISF, any amount paid/payable to foreign carriers, leased line charges, collection charges, Late Payment Additional Fee, penalties and other expenses imposed by the Authority, if any, shall not be deducted from the Gross Revenue.
 - 4.1.2.2 The Licensee shall pay a Universal Service Fund (USF) Contribution, an amount equivalent to 1.5% of the Licensee's Annual Gross Revenue from Licensed Services for the relevant Financial Year, minus inter-operator costs and related PTA/FAB mandated payments. In the case of PTA/FAB mandated payments including contributions, this deduction will be allowed only if these amounts have actually been paid and not on an accrual basis. However, payment of ILF/ISF, any amount paid/payable to foreign carriers, leased line charges, collection charges, Late Payment Additional Fee, penalties and other expenses imposed by the Authority, if any shall not be deducted from the Gross Revenue.
 - 4.1.2.3 The Licensee shall pay an Annual Research and Development (R&D) Fund Contribution, an amount equivalent to 0.5% of the Licensee's Gross Revenue from Licensed Services for the relevant Financial Year, minus inter-operator costs and related PTA / FAB mandated payments. In the case of PTA/FAB mandated payments including contributions, this deduction will be allowed only if these amounts have actually been paid and not on an accrual basis. However, payment of ILF/ISF, any amount paid/payable to foreign carriers, leased line charges, collection charges, Late Payment Additional Fee, penalties and other expenses imposed by the Authority, if any, shall not be deducted from the Gross Revenue.
 - 4.1.2.4 The Licensee shall pay to the Authority an annual Spectrum Administrative Fee (ASAF) in an amount calculated by the Authority on the basis of the proportion of access spectrum assigned to the Licensee (under this License and any other licences) out of the total spectrum allocated to all Cellular Mobile Operators, to cover 75% of FAB's total budgeted expenditure for the next financial year. The ASAF shall be applicable for the next financial year starting from 1st July every year and is payable in advance latest by 30th June every year. In case of change in spectrum assignment pursuant to spectrum auction or whatsoever reason, the proportionate basis shall

accordingly be revised for calculation of ASAF purposes and accordingly billed.

The Authority shall notify to the Licensee, when GoP introduces a separate regime for backhaul spectrum charging. This will be binding on the Licensee; and in addition to applicable ASAF referred above.

- 4.1.2.5 For each number allocated to the Licensee, annual number charges are payable in advance to the Authority by the due date on 30th June each year in accordance with the Numbering Allocation & Administration Regulations, 2018 including amendment made from time to time.

4.2 UNIVERSAL SERVICE FUND

- 4.2.1 The Licensee shall be eligible to apply for subsidy from the Universal Service Fund in order to cover rural and underserved areas as per Rules / Regulations, to be notified from time to time, for utilization of Universal Service Fund.

4.3 GENERAL CONDITIONS CONCERNING FEES

- 4.3.1 The Licensee shall pay to the Authority all annual regulatory fees, contributions and charges under condition 4.1.2, including, within 120 days of the end of the Financial Year to which such fees relate. However, the USF Contribution and Annual R&D Fund Contribution shall be deposited in designated accounts. Provided that, the ASAF and annual number charges will become due on 1st of July each year and is to be paid before 30th June of each year.

- 4.3.2 In addition to any other remedies available to the Authority, late payment of any amounts due under this License, including the Initial License Fee, Initial Spectrum Fee and all regulatory fees, contributions and charges under condition 4.1.2, shall incur an additional fee calculated at the rate of 2% per month on the outstanding amount, for each month or part thereof from the due date until paid.

Further, the outstanding amount shall be recovered as arrears of land revenue in addition to any other penalties or remedies to which the Licensee may be liable under the Act/Rules/Regulations and terms and conditions of this License.

- 4.3.3 The Licensee shall annually submit to the Authority its annual audited financial statements, auditors' certificate, other information in the form and manner as may be required, to the satisfaction of Authority, in support of its calculations of all regulatory fees, contributions and charges payable pursuant to this clause 4.

- 4.3.4 This License shall be suspended / terminated in accordance with the law or Rules or Regulations, in case the Licensee fails to make the payment of any outstanding dues i.e. annual fees, contributions, charges, late payment additional fee, penalties etc. on due dates.

- 4.3.5 If the Licensee disputes any outstanding amounts due under this License as specified by the Authority, the Licensee shall not withhold payment and shall deposit the disputed amount in an escrow account opened by the Authority and on terms specified by the Authority. Failure to pay the disputed amount to the escrow account shall be a breach of this License by the Licensee. On resolution of that dispute, the disputed amount shall be paid to the Authority, or refunded to the Licensee, as the case may be.

- 4.3.6 Where the Licensee is required under this License to make a payment to the Authority that is denominated in a currency other than Pakistan Rupees, the Licensee may make such payment in the equivalent amount of Pakistan Rupees. The rate of exchange for determining the equivalent amount of Pakistan Rupees shall be the TT selling rate of National Bank of Pakistan for the business day preceding the date of payment.

PART 5: RADIO FREQUENCY SPECTRUM

5.1 RADIO FREQUENCY SPECTRUM ASSIGNED TO THE LICENSEE

- 5.1.1 From the Effective Date, radio frequency spectrum described in Appendix 2 is assigned to the Licensee pursuant to the terms and conditions of this License, including any terms and conditions appearing in Appendix 2.
- 5.1.2 The assignment of radio frequency spectrum to the Licensee pursuant to this License terminates upon the expiry of 15 (fifteen) years from the Effective Date, or the termination of this License (whichever is earlier). Such assignment of frequencies may be extended if this License is renewed for further terms as may be fixed by the Authority from time to time in accordance with the terms of this License.
- 5.1.3 Upon termination of the assignment to the Licensee of those radio frequencies listed in Appendix 2, the Licensee shall cease using any apparatus or device that emits or receives any radio communication at those radio frequencies and shall cause its customers to discontinue using any such apparatus or device.
- 5.1.4 All the frequencies assigned to the Licensee shall remain public property and no ownership or other proprietary right is conveyed when an assignment is made and such assignments gives the Licensee the right to use these frequencies during the terms of the associated license only.

5.2 USE OF SPECTRUM

- 5.2.1 The Licensee shall comply with the following terms and conditions relating to radio frequency spectrum assigned to the Licensee:
- 5.2.1.1 The Licensee shall report to the Authority and to the Board such information as either of them may require concerning the assigned radio frequency spectrum and its use;
- 5.2.1.2 The Licensee shall only use the assigned radio frequency spectrum in its own operations, and it shall not lease, sub-license, allocate, assign or otherwise make available the use of the assigned radio frequency spectrum to another Operator; unless provided under clause 2.6.2 of this License;
- 5.2.1.3 The Authority shall have the right, exercisable at any time, to terminate any assignment to the Licensee of the radio frequency spectrum described in Appendix 2, if the Authority determines that the Licensee is not complying with the requirements applicable to such radio frequency spectrum.
- 5.2.1.4 The Licensee shall use assigned radio frequency spectrum in compliance with all national, regional, intergovernmental and international arrangements in effect from time to time that are designed to reduce radio interference among service providers;

- 5.2.1.5 At all times, the Licensee shall implement all commercially reasonable measures to optimise the efficiency and effectiveness of its use of the radio frequency spectrum assigned to it; and
- 5.2.1.6 Unused frequency spectrum assigned to the Licensee may be withdrawn, if the Licensee fails to commence its Licensed Services within eighteen months of the Effective Date.

5.3 REASSIGNMENT OF FREQUENCIES

- 5.3.1 The Authority in consultation with Board may, in order to comply with international radio frequency spectrum coordination requirements, ITU assignments or reassignments, or generally in the course of regulating the radio frequency spectrum in the best national interest, reassign radio frequency spectrum assigned to the Licensee or require the Licensee to surrender its rights in respect of radio frequency spectrum assigned to it and which is not reasonably required for the continued operation of the Licensed Services. In such cases, the Licensee shall be entitled to consult with the Authority before any such action is taken and the Licensee shall be entitled to reasonable time and, where applicable, the assignment of appropriate alternative radio frequency spectrum, to permit the Licensee to carry on its business without unreasonable costs or disruptions.
- 5.3.2 If, pursuant to sub clause 5.3.1, the Authority in consultation with Board, requires that the Licensee change the radio frequency spectrum assigned to it, or surrender its rights in respect of radio frequency spectrum assigned to it, and the Authority re-assigns the radio frequency spectrum to another Operator within three years after the date established by the Authority as the last date that the Licensee may use any apparatus or device that emits or receives any radio communication in the band of the radio frequency spectrum, the Authority shall require the other Operator to compensate the Licensee for its reasonable costs incurred as a result of such change or surrender, as determined by the Authority. The detailed procedure for re-farming will be provided at the appropriate time by the Board/Authority.

5.4 RADIO APPARATUS

- 5.4.1 The Licensee shall operate radio communication apparatus and devices in compliance with all requirements of the Authority and the Board pertaining to emissions, frequencies of operation, base station site clearance, technical characteristics, power and aerial characteristics.
- 5.4.2 The Licensee shall ensure compliance with 3GPP standards and will have to take all possible measures while installing its network to ensure that the out-of-band emissions are under the permissible limits defined by ETSI, ANSI, ITU, IEC standards etc.

PART 6: GENERAL CONDITIONS

6.1. OPERATION OF LICENSED SERVICES

- 6.1.1. The Licensee shall ensure that the Licensed System and the Licensed Services do not cause any damage to, or interference with, any Telecommunication System or Telecommunications Services of any other Operator.
- 6.1.2. The Licensee shall conduct its operations and shall establish its Licensed System in a manner so that it is not a safety hazard and is not in contravention of any law, rule or regulation.
- 6.1.3. For ensuring operational continuity of its Licensed Services, the Licensee shall take necessary steps including those conveyed by the Authority from time to time.

6.2. DISCONTINUATION OF SERVICES

- 6.2.1 The Licensee shall not discontinue providing Mandatory Services unless (a) the Licensee gives the Authority and affected customers at least 90 days prior written notice of such discontinuation, and (b) the Authority's prior written approval to such discontinuation is obtained. The Authority will not give its written approval to such discontinuation if the Licensee is in arrears of any fees payable to the Authority.

6.3. MONITORING

- 6.3.1 The Licensee shall provide, at its own cost, suitable equipment at premises designated by the Authority and will ensure its upgrading, security and safety, in order to monitor the communications for the purpose of; measuring and recording traffic; call detail records; curbing of Grey International Telephony Services including SIM Box Detector and Quality of Service in a manner specified by the Authority. The Licensee shall provide the Authority with access to such equipment, and the information generated by such equipment.
- 6.3.2 The aforementioned set of systems shall monitor the Licensee's communication for the purpose of web site / URL blocking, subject to justified technical limitation.
- 6.3.3 The Authority shall have the full right to inspect any premises or facility including hardware and software of the Licensee.
- 6.3.4 The Licensee shall comply with Critical Telecom Data and Infrastructure Security Regulations, 2020 and its amendments (if any) issued from time to time.

6.4. INFORMATION

- 6.4.1 The Licensee shall furnish to the Authority such information as the Authority may demand regarding the Licensee's network plan, network and terminal standards, subscription, links utilized, financial information, costs and accounts, value added services or any such other information as the Authority may require from time to time within the prescribed time/period in connection with its functions, powers and responsibilities.
- 6.4.2 The Licensee shall maintain financial records and books of accounts in accordance with applicable laws in Pakistan. The Licensee shall submit audited financial statements, including at a minimum Statement of Financial Position, Statement of Profit or Loss and Other Comprehensive Income, Statement of Changes in Equity

and Statement of Cash Flows along with related notes to the Authority within 120 days of the closing date of Financial Year of the Licensee.

- 6.4.3 The Authority shall take reasonable steps to maintain the confidentiality of information in writing that is disclosed to it by the Licensee and which is clearly indicated as confidential, except that the Authority may disclose information where the Authority determines that the public interest in disclosure outweighs the Licensee's interest in maintaining the confidentiality of such information.

6.5. QUALITY OF SERVICE

- 6.5.1. The Licensee shall at all times meet or exceed the quality of service standards described in Appendix 3 and such other quality of service standards as the Authority may, by regulation, require, failing which, the Licensee shall be subject to the penalties determined by the Authority in accordance with the Act, Rules or Regulations. The Licensee shall maintain records of its performance in meeting these quality of service standards, and shall submit them to the Authority on a quarterly basis in such format as the Authority may require. The Licensee shall maintain supporting records for inspection and technical audit as and when required by the Authority. The Licensee shall maintain all such records for a period of three years.
- 6.5.2. The Authority may carry out tests on the quality of the Licensed Services and the Licensed System and the Licensee shall extend full co-operation and assistance for the purpose, including provision of test instruments and equipment.

6.6. INSPECTION

- 6.6.1 The Licensee shall allow inspection of any premises or telecommunications equipment, wherever situated, by a representative of the Authority at any time and furnish to the representative such information as may be required by the Authority.

6.7. NATIONAL SECURITY

- 6.7.1 The Licensee shall comply with the national security and other requirements of section 54 of the Act and any other national security requirements under the law.
- 6.7.2 It shall be open to the Authority to restrict the Licensee from operating in any unauthorized area defined by the Federal Government from the national security point of view.
- 6.7.3 The Licensee shall not transfer user information and CDRs/IPDRs (except pertaining to foreign subscribers on operator's network while roaming) to any person/place outside Pakistan including AJ&K and GB.
- 6.7.4 No local/long distance traffic (mobile and fixed line) shall be hauled directly outside Pakistan.
- 6.7.5 No remote access shall be provided to any unauthorized person/place outside Pakistan for any maintenance/repairs/databases/facility.
- 6.7.6 The network base stations shall be installed in such a way that signal strength fades away within the international border / Line of Control, or as specified, and no communication takes place across the international border/ Line of Control. No base station shall be installed without prior approval of the Board.

- 6.7.7 The Licensee shall not use any ciphering/encryption other than built in standard technologies without approval of the Authority.
- 6.7.8 The Licensee shall ensure to implement Equipment Identity Register (EIR) or related module in the network or as directed by the Authority.
- 6.7.9 Every User Equipment (UE) shall have a unique subscriber identity number.
- 6.7.10 The Licensee shall provide and extend at its own cost suitable equipment at premises designated by the Authority in consultation with the Designated Agency for the purpose of LI. The Licensed System must be compliant with ETSI LI and other related security standards of communications security and must be ready to be extended as desired by the Authority. The System shall be available prior to launch of commercial operation and support all services provided by the Licensee.
- 6.7.11 The Licensee shall activate a SIM after proper verification as per applicable Regulations/Directives/Standard Operating Procedures of the Authority.
- 6.7.12 The Licensee shall block website(s), or /web content(s) (on best effort basis) or other services as and when directed by the Authority.
- 6.7.13 The Licensee shall provide details of subscriber antecedents as and when directed by the Authority.

6.8. CALL RECORDS

- 6.8.1 The Licensee shall maintain call records including called and calling numbers, date, duration, time, IMEI and location details with regard to the communications made on its Licensed System for a period of one year for scrutiny by or as directed by the Authority.
- 6.8.2 In addition to maintaining call records mentioned above, the Licensee shall also record/store data session logs/info along with IP address for one year for scrutiny by or as directed by the Authority.

6.9. NETWORK STANDARDS

- 6.9.1 The Licensee shall use any type of network equipment that meets appropriate ITU or other international telecommunication standards recognized by the Authority.
- 6.9.2 The Licensee shall ensure that its network is at all times interoperable and inter-connectable with the networks of other Operators. If the Licensee implements any new equipment or protocols in its network, the Licensee shall bear the cost of any modifications to its network to maintain such interoperability and interconnectability with the networks of other Operators.

6.10. TYPE APPROVAL OF TERMINAL EQUIPMENT

- 6.10.1 The Licensee shall not install or connect, or permit the installation or connection of, any Terminal Equipment unless the Terminal Equipment is (a) type approved, or otherwise permitted by the Authority for connection to the Licensed System, (b) IMEI connected to network is in line with Mobile Device Identification, Registration & Blocking Regulations.

6.11. SERVICE COMMENCEMENT CERTIFICATE

- 6.11.1 The Licensee shall continue to provide Licensed Services for which commencement certificate has already been issued by the Authority prior to the Effective Date. However any new category of Licensed Services shall be dealt with in accordance with License condition 1.1.8 and the Licensee shall not provide such Licensed Services to customers, or accept any payment from customers in respect of such services to be provided by the Licensee, until the Licensee has obtained from the Authority a service commencement certificate evidencing that the Authority is satisfied that the Licensee has established the Licensed System, and is able to provide the new category of Licensed Services, in accordance with the License.
- 6.11.2 The Licensee shall give 30 days prior written notice to the Authority of the date on which the Licensee intends to commence providing Mandatory Services to customers. The Licensee shall cooperate with the Authority in its investigation of the Licensed System and the Licensed Services in connection with the issuance by the Authority of a commencement certificate.

PART 7: RELATIONS WITH CUSTOMERS

7.1 STANDARD CONTRACT OF SERVICE

- 7.1.1 The Licensee shall submit a standard contract of service, for use with its customers, for approval by the Authority, before commencement of its Licensed Services. The Licensee shall file the standard contract, and amendments thereto from time to time, with the Authority for its approval. The Authority shall approve the standard contract if it contains the terms and conditions described in sub clause 7.2.1 and if it contains terms and conditions that are not unduly burdensome on customers.
- 7.1.2 The standard contract, as approved by the Authority, shall apply to all customers that obtain Licensed Services from the Licensee.
- 7.1.3 Prior to providing any Licensed Services to its customers, the Licensee shall enter into a contract with customers in accordance with the standard form contract approved by the Authority.
- 7.1.4 The Licensee may enter into agreements with commercial customers for the provision of Licensed Services on terms that are negotiated between the Licensee and such customers.

7.2 CONTENTS OF THE STANDARD CONTRACT OF SERVICE

- 7.2.1. The standard contract shall include, at a minimum, the following terms and conditions:
- 7.2.1.1 Deposits and alternative methods of providing security for payment where reasonably required, provided that in no circumstances such deposits or security exceeds the charges reasonably anticipated to be incurred by the customer within a three (3) month period;
 - 7.2.1.2 Pricing or mechanisms by which prices are determined;
 - 7.2.1.3 Confidentiality of customer information;
 - 7.2.1.4 Refunds or other rebates for service problems or over-billing;

- 7.2.1.5 Payment terms, including any applicable interest or administration charges;
- 7.2.1.6 Minimum contract period;
- 7.2.1.7 Customer's and Licensee's rights of termination;
- 7.2.1.8 The customer shall not use the SIM for unsolicited, abusive, obnoxious, offensive, indecent, obscene, fraudulent or menacing messages, calls or communications or for any improper, immoral or unlawful purpose; and
- 7.2.1.9 In case of a loss or theft of the SIM Card, the customer shall immediately inform and request the Licensee, in writing, to block the SIM Card, failing which, the customer shall not be absolved from criminal liability, if any, arising due to use of such SIM Card/connection in any unlawful/criminal act.

7.3 COMPLAINT SYSTEM

- 7.3.1 The Licensee shall establish an efficient and easy-to-use system to promptly receive, process and respond to complaints, claims or suggestions by customers of Licensed Services.
- 7.3.2 The Licensee shall make all reasonable efforts to resolve consumer complaints or disputes without delay and without recourse to the Authority.
- 7.3.3 If a complaint is filed with the Authority in connection with any dispute between the Licensee and a customer regarding any activity that is the subject of this License, the Authority may settle the dispute. Without prejudice to the appeal provided under section 7 of the Act, the Licensee shall abide by decision of the Authority.

7.4 CONTENT AND FORMAT OF BILLS

- 7.4.1 The Licensee may determine the contents and format of its bills to customers provided that:
 - 7.4.1.1 in relation to a customer, the bill reflects the types of service and the units for which charges are made including, at a minimum (but only to the extent requested by the customer), the starting time of each connection, the number called and the duration and number of units for each call; and
 - 7.4.1.2 the Licensee retains in its records information sufficient:
 - 7.4.1.2.1 to identify for customers the basis of the amount charged for use of its Telecommunication Services; and
 - 7.4.1.2.2 to provide the Authority with an independent quality assurance that the billing process complies with the requirements set out in clause 7.4.1.1 above.
- 7.4.2 The Licensee shall maintain appropriate billing processes to enable the Licensee to comply with the billing requirements of conditions in clause 7.4.1.
- 7.4.3 The above information must be made available to pre-paid customers either in printed or electronic form upon request. The supply of such information may attract a reasonable charge approved by the Authority.

7.5 CODE OF COMMERCIAL PRACTICE (CUSTOMER CHARTER)

- 7.5.1. The Licensee shall publish and resubmit to the Authority within six months of the Effective Date, a code of commercial practices approved by the Authority. The code of practice shall include, at a minimum, provisions covering the following issues:
- 7.5.1.1 A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
 - 7.5.1.2 Protection of the privacy of information transmitted over the Licensed System;
 - 7.5.1.3 Maintenance by Licensee of the confidentiality of customer information;
 - 7.5.1.4 Procedures for resolving disputes between Licensee and customers;
 - 7.5.1.5 Availability to customers of information concerning their accounts with the Licensee; and
 - 7.5.1.6 Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.

7.6 PRIVACY OF COMMUNICATIONS

- 7.6.1 The Licensee shall not monitor or disclose the contents of any communication conveyed over its Licensed System except to the extent necessary for the purpose of maintaining or repairing any part of the Licensed System or monitoring the Licensee's quality of service, or except as required by the Act, the Rules, Regulations and conditions of this License.
- 7.6.2 The Licensee shall take reasonable measures including those, Authority may convey from time to time to safeguard its Licensed System from unauthorized interception of communication carried on the Licensed System.

7.7 CONFIDENTIALITY OF CUSTOMER INFORMATION

- 7.7.1 Except as permitted below, the Licensee shall take all reasonable measures to prevent information about its customers, including information about their business, other than directory information, from being disclosed to third parties, including the Licensee's own subsidiaries, affiliates and associated companies, except information which is required:
- 7.7.1.1 For the process of collection of debts owed to the Licensee;
 - 7.7.1.2 By another Operator in relation to the provision of services to the customer, and provided that the information is disclosed in confidence to that Operator;
 - 7.7.1.3 By the Licensee's auditors for the purpose of auditing the Licensee's accounts; or
 - 7.7.1.4 For the prevention or detection of crime or the apprehension or prosecution of offenders or as may otherwise be authorised by or under any law of Pakistan.

7.7.2 The Licensee shall be permitted to disclose information about a customer where the Licensee has clearly explained to the customer (a) the nature of the information to be disclosed, (b) the recipients of the information to be disclosed and (c) the purpose for the disclosure, and the customer has provided Licensee with consent to such disclosure.

7.7.3 The Licensee shall also take best available measures as per regulations issued from time to time to protect data relating to its customers stored, retained or archived by the Licensee in any form, from unauthorized access, copying, disclosure, modification, leakage or destruction.

7.8 HARASSING, OFFENSIVE, UNSOLICITED OR UNLAWFUL COMMUNICATION

7.8.1 The Licensee shall take all reasonable steps to track and locate and prevent the source of harassing, unsolicited, offensive, fraudulent or unlawful communication.

7.8.2 The Licensee shall, on the directions of the Authority, terminate or suspend service to any customer that is the source of harassing, offensive or illegal communication.

7.9 PUBLIC SERVICE MESSAGING

7.9.1 The Licensee shall transmit messages to its customers in the public or national interest as and when conveyed by the Authority.

PART 8: TARIFFS

8.1 TARIFF OF NON-SMP OPERATORS

8.1.1 The Licensee shall comply with the Authority's orders, determinations and regulations relating to the Licensee's tariffs, issued from time to time by the Authority.

8.2 PRICE REGULATION OF OPERATORS WITH SMP

8.2.1 If the Authority determines that the Licensee possesses SMP in a relevant market, the Authority may regulate the Licensee's prices, terms and conditions for those Licensed Services in the SMP market and any Licensed Services incidental thereto as determined by the Authority. The method of regulation shall be determined by the Authority and may include a requirement for prior approval of the Authority for any price terms or conditions, or the maximum or minimum price, or both, for the Licensed Services.

8.3 PUBLICATION OF TARIFFS, NOTIFICATIONS AND DISPLAY OF INFORMATION

8.3.1 The Licensee shall comply with all requirements regarding publication of prices, terms, and conditions, notifications and display of information, as established by the Authority from time to time. No hidden tariffs will be charged to the Customer.

PART 9 RELATIONS WITH OTHER OPERATORS

9.1 INTERCONNECTION

9.1.1 The Licensee shall, within 15 business days of a written request by another licensee, enter into negotiation, in good faith, for an agreement:

9.1.1.1 to connect and keep connected the Licensee's Licensed System to the Telecommunications Network run by the requesting operator at specified points of interconnection; and

- 9.1.1.2 to provide such other Mobile Communications Services as are reasonably requested in order for the requesting person to provide Mobile Communications Services to its Customers.
- 9.1.2 The Licensee may not be required to enter into an agreement as required above under sub clause 9.1.1 where to do so would, in its reasonable opinion and with the consent of the Authority:
- 9.1.2.1 cause or would be likely to cause danger, damage or injury to any person or to any property;
- 9.1.2.2 cause damage or otherwise interfere with the running of the Licensee's Licensed System or the provision of its Licensed Services over its Licensed System; or
- 9.1.2.3 not be technically or economically feasible.
- 9.1.3 If the Authority determines that the Licensee has SMP in the relevant telecommunications market under the Rules issued from time to time then termination charges shall be offered at cost based rates with reasonable margins as determined by the Authority or in line with the methodology set by the Authority through industry consultation , and:
- 9.1.3.1 on a transparent, non-discriminatory and objective basis; and
- 9.1.3.2 subject to reasonable terms and conditions.
- 9.1.4 Subject to any default charges which may be approved by the Authority, the Licensee shall ensure that, within a reasonable specified period of time to be set by the Authority, its charges for the provision of Licensed Services in accordance with the above clause 9.1.3 shall be cost-oriented and fully justified, such charges to be calculated based on a reasonable assessment of the costs associated with establishing interconnection and providing the requested services.
- 9.1.5 The Licensee shall provide the evidence of cost for Interconnection Termination rates within 12 months of Commencement of the services. The rates so provided shall be certified by a practicing Cost and Management Accountant firm of Pakistan.
- 9.1.6 The Licensee shall provide to the Authority all such technical, operational and accounting information as the Authority may reasonably require in order to ensure that the requirements of this Condition 9 are met. The Authority shall ensure that any information provided to it in accordance with this Condition 9 which is expressed to be confidential is maintained as such.
- 9.1.7 In the event that the Licensee and the party requesting interconnection are unable to reach an agreement between themselves, then either party may refer the matter to the Authority and the Authority shall use its best endeavours to determine the matter within three (3) months of the date of referral. The rates so determined will be binding on both the parties.

PART 10: INFRACTIONS AND SANCTIONS

10.1 SANCTIONS FOR VIOLATIONS OF THE LICENSE

- 10.1.1 If the Authority determines that the Licensee has violated a provision of this License or the Act, Rules or Regulations conditions of this License or any other orders or instructions of the Authority, the Authority may by order impose one or more sanctions provided in the Act, the Rules and Regulations issued there under.

PART 11: TERMINATION AND AMENDMENT

11.1 TERMINATION OF THE LICENSE

- 11.1.1 The License shall remain in force until it is terminated by one of the following events:
- 11.1.1.1 The term of the License expires without renewal;
 - 11.1.1.2 The Licensee agrees to the termination of this License; or
 - 11.1.1.3 The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.

11.2 AMENDMENT

- 11.2.1 This License may be amended by written agreement between the Licensee and the Authority subject to the provisions of the Act, Rules and Regulations.
- 11.2.2 Where any modifications to this License is proposed by the Authority but the Licensee and the Authority cannot agree in relation to that modification, the Licensee and Authority shall comply with Section 22 of the Act.

PART 12: GENERAL

12.1 ASSIGNMENT OF RIGHTS

- 12.1.1 This License granted under the Act and Rules shall be personal to the Licensee and shall not be assigned, sub-licensed to, transferred, directly or indirectly or held on trust for any person, without the prior written approval of the Authority.
- 12.1.2 The Licensee shall comply with the Rules and the Regulations, as regards transfer of this License or ownership of the Licensee.

12.2 OWNERSHIP AND CONTROL REPORTING

- 12.2.1 The Licensee shall notify the Authority of the occurrence of any act, agreement or transaction that, to its knowledge, directly or indirectly, results in (a) acquisition by a person or a group acting in common of more than 10 percent of the Voting Interests of the Licensee, or (b) disinvestment by a person or a group acting in common having direct or indirect control of 10 per cent or more of the Voting Interests of the Licensee, of those Voting Interests to any other person or group of persons.
- 12.2.2 The Licensee shall give the notification referred to in sub clause 12.2.1 above to the Authority on the later to occur of (a) one day after the date that the Licensee becomes aware of the act, agreement or transaction, or (b) 60 days prior to the completion of the act, agreement or transaction.

12.2.3 For a period of one year following the Effective Date, the Licensee shall take all necessary steps to ensure that no transaction described in sub clause 12.2.1 takes place unless the prior consent of the Authority is obtained.

12.2.4 The Licensee shall provide the Authority with the name of each shareholder of each Relevant Company, and the total number of shares held by each such person, as and when required by the Authority.

12.3 NO LIABILITY BY THE AUTHORITY

12.3.1 Without prejudice to the rights of the Licensee under Section 7 of the Act, no suit, prosecution or other legal proceeding shall lie against the Authority or any member or employee of the Authority in respect of anything done or intended to be done by the Authority in good faith in exercise of its powers subject to section 33 of the Act.

12.4 FORCE MAJEURE

12.4.1 Notwithstanding anything to the contrary contained in this License, if the Licensee shall be rendered unable to carry out the whole or any part of its obligations under this License for any reason beyond the control of the Licensee, including but not limited, to acts of God, strikes, war, riots, etc., then the performance of the obligations of the Licensee as it is affected by such cause shall be excused during the continuance of any inability so caused, provided that the Licensee has taken all appropriate precautions and reasonable measures to fulfil its obligation and that it shall within 14 days of its first occurrence notify to the Authority the same and cause of such inability and its efforts to remove such cause and remedy its consequences.

12.5 COMMUNICATION WITH THE LICENSEE

12.5.1 The Licensee shall maintain on file with the Authority a current address for the Licensee, including telephone number, fax number and email address, and the name and title of a contact person, for the purpose of receiving communications from the Authority. Any notice or other communication to the Licensee permitted under this License may be given by hand delivering the same, or by mail, facsimile, or electronic mail addressed to the Licensee at its most recent address on file with the Authority.

PART 13: INTERPRETATION AND DEFINITIONS

13.1. INTERPRETATION

13.1.1 In this License, words importing the singular shall include the plural and vice versa.

13.1.2 The headings in this License shall not affect its interpretation.

13.1.3 Any reference, express or implied, to any legislation (including rules and regulations issued pursuant to that legislation) includes references to that legislation (and Rules and Regulations) as it may be amended or modified from time to time.

13.2. DEFINITIONS

13.2.1 The words and expressions used herein but not defined shall have the same meaning as are respectively assigned to them in the Act, the Rules and Regulations and Licenses issued thereunder. Unless the context otherwise requires, the following terms used in this License shall have the meanings indicated below:

“**Act**” means The Pakistan Telecommunication (Re-organization) Act 1996;

“**Authority**” means the Pakistan Telecommunication Authority established under section 3 of the Act;

“**Board**” means the Frequency Allocation Board;

“**Control**” means control in any manner that results in control in fact of more than 10% or more, whether directly through ownership of shares or indirectly through an agreement, arrangement or otherwise, or indirectly through an agreement or arrangement involving next of kin;

“**Data Throughput**” means the average Internet speed in the downlink/uplink available on the testing mobile equipment during the testing session;

“**Effective Date**” means the date appearing on the first page of this License;

“**Federal Government**” means the Federal Government of Pakistan;

“**Financial Year**” means the period of twelve (12) months in respect of which the Licensee is required to make up its Annual Report and Audited Accounts under the Companies Ordinance, 1984;

“**Initial Spectrum Fee**” means, for the purpose of this license, the fee to be paid under license condition 4.1.1;

“**Gross Revenue**” means the turnover or gross income exclusive of sales tax or any other tax levied by the Government from time to time which is charged and collected by the Licensee at the time of sale and deposited with the tax authorities and trade discount shown on invoices or bills, derived from sale of goods or from rendering or supplying services or benefits or from execution of contracts for Licensed Services or business;

“**ITU**” means the International Telecommunications Union;

“**LI**” means Lawful Interception;

“**License**” means this License, the terms and conditions applicable thereto, and any amendments thereto;

“**Licensed Services**” means the Mandatory Services and the Optional Services;

“**Licensed System**” means the Telecommunication Systems which are in existence and operational or installed or otherwise provided, maintained and/or operated by the Licensee now and at any time and from time to time for the purpose of providing Licensed Services by whatever means;

“**Licensee**” for the purpose of this license means the license holder No. [.....] dated [.....];

“**Long Distance**” means end to end communication between points that are (i) located in different Regions or (ii) such other distance apart as the Authority may by Regulations specify;

“**Long Distance and International Licensee**” or “**LDI Licensee**” means a Licensee licensed to offer end to end communication between points that are (i) located in

different Regions or (ii) located in Pakistan and outside of Pakistan or (iii) such other distance apart as the Authority may by Regulations, specify;

“Mandatory Services” means the Telecommunications Services that the Licensee must provide under this License, and which are described in sub clause 1.1.2 of this License;

“Mobile Communication Service” means a wireless-based Telecommunications Service where the Terminal Equipment is connected to the Telecommunications System by wireless means and which is capable of use while in motion;

“Mobile Numbering Portability” means a facility provided by any licensed provider of Mobile Communications Services to another which enables any User to whom a telephone number has been assigned to continue to be provided with Mobile Communications Services using the same number irrespective of the identity of the service provider providing the service;

“Mobile Virtual Network Operator (MVNO)” means a person who has no license to operate a mobile Telecommunication Network and no frequency assignments, but who will provide Mobile Communications Services to its own users by means of entering into arrangements with a Licensed Operator of a mobile Telecommunications Network for the provision to them of capacity and facilities on that network;

“Numbering Plan” means the numbering scheme administered by the Authority which sets out the sequence of numbers or other characters which shall be used to route telephony traffic to specific locations;

“Operator” means any person authorised by a License issued by the Authority to establish, maintain and operate Telecommunications System or to provide Telecommunications Services.

“RAB” means Radio Access Bearer;

“Region” means a telecommunications administrative region, as determined by the Authority;

“Regulations” means all or any regulations issued from time to time by the Authority;

“Rules” means all or any rules issued from time to time under the Act;

“Signal Strength” means the transmitter power output as received by a reference antenna at a distance from the transmitting antenna. This varies by service modes: Received Signal Code Power (RSCP) for 3G standardized technologies and Reference Signal Received Power (RSRP) for 4G standardized technologies and denotes the power measured by a receiver on a particular physical communication channel;

“SMP” means significant market power as defined in the Rules;

“Telecommunication Service” means a service consisting in the emission, conveyance, switching or reception of any intelligence within, or into, or from, Pakistan by any electrical, electro-magnetic, electronic, optical or optoelectronic

system, whether or not the intelligence is subjected to re-arrangement, computation or any other process in the course of the service;

“Telecommunication System” means any electrical, electro-magnetic, electronic, optical or optic-electronic system for the emission, conveyance, switching or reception of any intelligence within or into, or from, Pakistan, whether or not that intelligence is subjected to re-arrangement, computation or any other process in the course of operation of the system, and includes a cable transmission system, a cable television transmission system and terminal equipment;

“Terminal Equipment” means equipment which is directly or indirectly connected to any Network Termination Point and which is used directly by users in order to access Telecommunications Services;

“USO” means universal service obligation as defined in any Regulations issued by the Authority from time to time;

“VSAT Services” means satellite communications services utilizing very small aperture terminals capable of satellite communications;

“Voting Interest” means, in respect of:

- (a) a corporation with share capital, means the vote attached to a voting share,
- (b) a corporation without share capital, means an interest that entitles the owner to voting rights similar to those enjoyed by the owner of a voting share,
- (c) a partnership, a trust, an association or a joint venture, means an ownership interest in the assets of it that entitles the owner to receive a share of the profits of it, to receive a share of the assets of it on dissolution and to participate directly in the management of it or to vote on the election of the persons to be entrusted with the power and responsibility to manage it, and
- (d) a not-for-profit partnership, trust, association or joint venture, means a right that entitles the owner to participate directly in the management of it or to vote on the election of the persons to be entrusted with the power and responsibility to manage it.

ACCEPTANCE

The Terms and Conditions of the License along with all its appendices are hereby accepted.

For and on behalf of
[name of Licensee]

(The Licensee)

Signature : _____

Name : _____

Designation : _____

(Official Stamp)

APPENDIX- 1

A1 – Network-Rollout

Network Rollout obligations in terms of percentage population coverage increase each year in each province is as under:

Year	Date	Punjab		Sindh		KPK		Baluchistan	
		Voice Population %	MBB Population %	Voice Population %	MBB Population %	Voice Population %	MBB Population %	Voice Population %	MBB Population %
Claimed Population Coverage (%) X= Voice Y= MBB		X	Y	X	Y	X	Y	X	Y
Year-1	2022	X + 5 %	Y + 5 %	X + 5 %	Y + 5 %	X + 5 %	Y + 5 %	X + 5 %	Y + 5 %
Year-2	2023	X + 10 %	Y + 10 %	X + 10 %	Y + 10 %	X + 10 %	Y + 10 %	X + 10 %	Y + 10 %
Year-3	2024	X + 15%	Y + 15 %	X + 15%	Y + 15 %	X + 15%	Y + 15 %	X + 15%	Y + 15 %
Year-4	2025	X + 20%	Y + 20 %	X + 20%	Y + 20 %	X + 20%	Y + 20 %	X + 20%	Y + 20 %
Year-5	2026	X + 25 %	Y + 25%	X + 25 %	Y + 25%	X + 25 %	Y + 25%	X + 25 %	Y + 25%
Year-6	2027	X + 30 %	Y + 30 %	X + 30 %	Y + 30 %	X + 30 %	Y + 30 %	X + 30 %	Y + 30 %

Note:

- (i) The Licensee has to meet/exceed the QoS targets mentioned in Appendix 3 in the areas claimed to be covered as 'X' and 'Y' above.
- (ii) Population Coverage increase to be undertaken with the distribution of 70% in urban and 30% in rural areas.
- (iii) Rollout Obligations will be analysed by the Authority in accordance with existing population coverage statistics along with RF coverage / maps (provided by the licensee on effective date) submitted by the Licensee on an annual basis.
- (iv) Rollout Obligations could be fulfilled by the frequencies stated in Appendix 2 or by any other frequencies for mobile communications the Licensee is entitled to use.
- (v) Further to the population coverage obligations set out in the table above, the Licensee also needs to meet within these coverage areas the Quality of Service parameters set out in Appendix 3 below.

- (vi) Rollout Obligations can also be fulfilled through National Roaming, Universal Service Funding, Active Sharing, Spectrum Trading and Sharing as per Authority approved frameworks.
- (vii) A wholesome review at National level will be carried out after 6 x years and future rollout targets will be set, if required.

A2 - Performance Bond as a Guarantee

- (i) As a guarantee for the performance of Licensee’s network roll-out obligations set out in A1, the Licensee shall deliver to the Authority a Performance Bond in the form of an unconditional, irrevocable and continuing Bank Guarantee from a local bank in Pakistan with credit rating of AA+ and above, or a foreign bank having credit rating of A1 and above, acceptable to the Authority for the amount of USD15,000,000 (US Dollars Fifteen Million only) or its equivalent in Pakistan Rupees of the value prior to Effective Date.
- (ii) The Licensee shall be entitled to release and exchange part of the Performance Bond according to meeting the network roll-out obligations specified in the table in A1 above. In case any yearly population rollout obligation is not fulfilled, the performance bond proportionate to the rollout obligation not met shall be encashed by the Authority. The performance bond (or parts of it) shall remain in force until six months after the associated phase of the network rollout is completed.

The share of the total performance bond to be released upon the Licensee meeting the required network roll-out obligations is set out in the table below:

Years	Year 2		Year 4		Year 6	
Total Value of the performance bond to be released (USD)	5,000,000		5,000,000		5,000,000	
Share of performance bond to be released (USD)	Voice	MBB	Voice	MBB	Voice	MBB
	2,000,000	3,000,000	2,000,000	3,000,000	2,000,000	3,000,000

APPENDIX - 2

RADIO FREQUENCY SPECTRUM ASSIGNMENT, TERMS AND CONDITIONS

1.1 RADIO FREQUENCY SPECTRUM ASSIGNED TO LICENSEE

1.1.1. Subject to the terms and conditions of this License, the Licensee is assigned the following radio frequencies for use in providing the Licensed Services in Pakistan:

- a.) *[ADD SPECTRUM BLOCK ASSIGNED IN 1800 MHZ BAND, WHERE APPLICABLE]*
- b.) *[ADD SPECTRUM BLOCK ASSIGNED IN 2100 MHZ BAND, WHERE APPLICABLE]*

Note: Exact start and stop frequencies will be included after implementation of Rationalisation Plan.

APPENDIX - 3

QUALITY OF SERVICE STANDARDS

- 1.1 The Licensee shall take reasonable and prudent measures to ensure that the Licensed System and Licensed Services are available and operate properly at all times.
- 1.2 Any fault in any component of the Licensed System or Licensed Service shall be repaired as early as possible.
- 1.3 During each calendar month, Licensee shall meet or exceed the following quality of service standards (except for causes attributable to another Operator or a service provider that provides telecommunications services outside Pakistan):

Indicators	Minimum Target	Remarks
Service Provisioning		
Service Activation Time		
Post-Paid	1hr.	
Pre-paid	30 min.	
Service Quality		
The Licensee shall be solely responsible for meeting all regulatory obligations such as PTA's Regulations on QoS and relevant International standardization forums such as ETSI, ANSI, ITU, 3GPP/2, IEC		
Key Performance Indicator	Benchmark	Remarks
Network Down-time	< 1 % (excluding forced shutdown)	
Grade of Service (end to end blocking)	<= 2 %	
Call Connection Time	<= 7.5 sec	
Call Completion Ratio	> 98 %	
Mean Opinion Score (Average of, Average A2B plus Average B2A)	>3	As recommended by ITU-T in recommendation number P.862.3 (POLQA) or latest ITU/Relevant forum recommendation

SMS Success Rate	> 99%	
End to End SMS Delivery Time	<=12 seconds	
RAB setup success rate	>98%	
Session abnormal release rate	<2%	
Inter System Handover (ISHO)success rate for CS Voice (only)	>= 98%	
Indicators	Bench Mark	Remarks
Customers' Complaints		
Customers' Complaints/100 Subscribers / Month		
Complaints Regarding Billing	<=1 %	
Complaints Regarding Network Operability	<=1 %	
Complaint Turn Around Time		
%age of Billing Complaints Resolved Within 24 hrs.	98 %	
%age of Billing Complaints Resolved Within 48 hrs.	100 %	
%age of Complaints (Regarding Network Operability) Resolved Within 24 hrs.	95 %	
Within 48 hrs.	100 %	
Billing Service		
Billing Complaints	0.2 per 100 bills issued	Applies to complaints which are valid
Reconnection Time After Clearing Arrears	15min.	The time it takes in minutes to reconnect the service once the due payment has been made by the customer
Operator Service		

Operator Assistance Response Time Within 30sec.	>=98 %	There should be a queuing system for all operator attended calls i.e., no call should receive a busy signal; rather each call is queued and maximum calls (as shown in the given benchmark) should be answered within 30 seconds.
Dedicated Customer Complaint Helpline Response Time within 30sec.	>=98 %	
Directory Assistance Response Time Within 30sec.	>=98 %	
Calls to Emergency Numbers Handled Within 30 Seconds	100%	

Directory Assistance

Updated Directory Assistance	Provisioning of redirect mechanism to PTCL directory	Provisioning of updated directory assistance	The Licensee should provide redirect service mechanism for accessing PTCL's Directory Assistance to its subscribers. The Licensee is required to provide its own Directory Assistance services after one year of the Effective Date.
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Network Management & Security

Voice Security during Connection	Yes	
Personal Information Security	Yes	
Provisioning of Centralized Customer Complaint Database	Yes	
Provisioning of Computerized Directory Access System	Yes	
Probability of Fraud on User's Account	No	The Licensee should demonstrate to PTA that fraud controlled procedures are in place.

Key Performance Indicator	Benchmark for technologies standardized for 3G	Remarks
User data throughput	An average download data rate of 512 kbps, which would be increased to 1 Mbps in two years from the Effective Date, with equal yearly increase. For upload throughput to be at least 25% of download throughput.	To be measured at random locations within the areas covered 3G MBB will not be tested where 4G MBB is being provided

Signal Strength (RSCP)	A minimum outdoor signal strength of -100 dBm must be achievable with 90% confidence.	
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Key Performance Indicator	Benchmark for technologies standardized for 4G / LTE	Remarks
User data throughput	An average download data rate of 2 Mbps, which would be increased to 4 Mbps in two years from the Effective Date, with equal yearly increase. For upload throughput to be at least 25% of download throughput.	To be measured at random locations within the areas covered
Signal Strength (RSRP)	A minimum outdoor signal strength of -100 dBm must be achievable with 90% confidence.	

PTA may revise the QoS standards and above-mentioned targets at any time. In addition, any QoS KPIs revised in future and regulations made thereto by the PTA for Licensed Services shall be strictly followed by the Licensee.