

LICENCE TEMPLATE

**LICENCE TO CONDUCT MARKET TRIALS
ON TELECOMMUNICATION SYSTEMS AND SERVICES GRANTED BY
THE INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY OF
SINGAPORE TO
[NAME OF LICENSEE]
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)
ON [DATE]**

TABLE OF CONTENTS

PART I: THE LICENCE

- 1. Period of Licence**
- 2. Payment of Licence Fee**
- 3. Licence is not Transferable**
- 4. Description of Systems and Services**
- 5. Licence Application Proposals**
- 6. Banker's Guarantee**

PART II: BASIC OBLIGATIONS OF LICENSEE

- 7. Co-operation with Civil/Public Bodies**

PART III: TECHNICAL OBLIGATIONS

- 8. Use of Telecommunication Equipment in the Systems**
- 9. Operation of Radio-communication Stations**
- 10. Use of Radio Frequencies**
- 11. Assignment of Numbers**

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

- 12. Connection to Other Systems**
- 13. Changes to Systems**

PART V: SERVICE OBLIGATIONS

- 14. Obligations Pertaining to Subscribers**
- 15. Publication of Charges, Terms and Conditions**
- 16. Confidentiality of Subscriber Information**

PART VI: OTHER OBLIGATIONS

- 17. Codes of Practice**
- 18. International Settlement Regime**
- 19. Contracts with Third Parties to Operate or Provide Licensed Systems or Services**
- 20. Ownership, Shareholding and Management Arrangements**
- 21. Direction by IDA**
- 22. Provision of Information to IDA**
- 23. International Obligations**

PART VII: SUSPENSION, VARIATION AND TERMINATION

- 24. Penalty Framework for Breach of Licence Conditions**
- 25. Variation of Terms of Licence**
- 26. Suspension /Cancellation**
- 27. Termination of Licence**
- 28. Rights upon Termination, Suspension or Cancellation**
- 29. Compliance with the Law**
- 30. Governing Law**
- 31. Service of Notices**
- 32. Severability**

SCHEDULE OF INTERPRETATION

SCHEDULE A - THE SYSTEMS

SCHEDULE B - THE SERVICES

SCHEDULE C - THE SPECIFIC TERMS AND CONDITIONS

**LICENCE TO CONDUCT MARKET TRIALS
ON TELECOMMUNICATION SYSTEMS AND SERVICES GRANTED BY
THE INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY OF
SINGAPORE TO
[NAME OF LICENSEE]
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)
ON [DATE]**

PART I: THE LICENCE

The Info-communications Development Authority of Singapore (hereinafter referred to as “IDA”), in exercise of the powers conferred on it under Section 5 of the Telecommunications Act (Chapter 323) (hereinafter referred to as “the Act”), hereby grants to [NAME OF LICENSEE] (hereinafter referred to as “the Licensee”) a licence (hereinafter referred to as “this Licence”) to establish, install, maintain and operate the telecommunication systems specified in Schedule A (hereinafter referred to as “the Systems”) and to provide the telecommunication services specified in Schedule B (hereinafter referred to as “the Services”) for the purpose of a market trial on the Systems and Services subject to the terms and conditions set out herein [and the specific terms and conditions set out in Schedule C].

1 Period of Licence

- 1.1 This Licence shall enter into force on the date hereof and shall be valid for a period of 6 months from the date hereof unless suspended or cancelled by IDA in accordance with Condition 26 or terminated by the Licensee in accordance with Condition 27.
- 1.2 This Licence may be extended for a further period of 6 months from the expiry of the period stated in Condition 1.1 and upon application by the

LICENCE TEMPLATE

Licensee and such extension shall be subject to such terms and conditions as may be specified by IDA under Sections 5 and/or 7 of the Act.

2 Payment of Licence Fee

2.1 The Licensee shall pay to IDA a licence fee of \$2,500 for each 6 month period for which this Licence is in force. Payment of the said sum of \$2,500 shall be made within 14 days of the grant or extension of this Licence as the case may be.

2.2 The licence fees payable under Condition 2.1 shall be forfeited if the Licensee withdraws its acceptance of this Licence after the grant of this Licence or if this Licence is terminated or cancelled at any time in accordance with Conditions 26 or 27.

2.3 Where there is late payment of licence fees, the Licensee shall be charged interest based on the prevailing interbank interest rate as determined by IDA.

2.4 For the avoidance of doubt, the Licensee shall continue to be subject to its obligations under the Licence and shall not be released from such obligations by reason of any late payment of licence fee.

3 Licence is not Transferable

3.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this Licence to any person except with the prior written approval of IDA.

3.2 Any approval given by IDA under Condition 3.1 shall be subject to such terms and conditions as IDA may in its discretion impose.

4 Description of Systems and Services

- 4.1 The Licensee shall maintain and operate the Systems as described in Schedule A for the delivery and transmission of the Services as described in Schedule B strictly for the purpose of conducting a market trial on the Systems and Services. The Licensee shall not operate or provide any system or service not described in Schedules A and B except with the prior approval of IDA or pursuant to such other licence as may be issued by IDA to the Licensee.
- 4.2 Where the Licensee wishes to introduce a new system and/or service or to make changes to any system and/or service, the Licensee shall seek prior written approval from IDA and shall provide IDA such technical and/or non-technical information as may be required by IDA within such period as may be specified by IDA.
- 4.3 The Licensee shall not sell or market the Services on a non-trial basis until after the expiry of this Licence or otherwise with IDA's prior written approval provided that the Licensee shall also obtain the relevant licence from IDA which allows it to do so.

5 Licence Application Proposals

- 5.1 Without prejudice to any of the Licensee's obligations under this Licence, the Licensee shall abide by its proposals on network rollout, range of services, quality of service standards, pricing and service provisioning schemes and any other commitments as submitted to IDA in its licence application.

6 Banker's Guarantee

- 6.1 The Licensee shall procure a banker's guarantee for the sum stated in Condition 6.2 to be provided to and made in favour of IDA if it intends to collect monetary deposits or issue prepaid cards for the collection of payment from its customers. The banker's guarantee must be provided prior to the collection of monetary deposits or issuance of prepaid cards.

LICENCE TEMPLATE

The banker's guarantee must be issued by a licensed bank in Singapore acceptable to IDA and shall be in such form and contain such terms and conditions as IDA may specify from time to time.

- 6.2 The Licensee shall provide a banker's guarantee for the lower of either the sum of \$100,000 or a sum equal to the total value of payments it intends to collect by way of prepaid cards or monetary deposits (as stated in its licence application). The Licensee shall seek prior written approval from IDA if it wishes to increase the total value of payments to be collected and shall also immediately inform IDA if it exceeds the value stated in its licence application. Upon approval, IDA may require the Licensee to increase the amount of the banker's guarantee or provide an additional banker's guarantee for such sum as may be deemed appropriate by IDA.
- 6.3 For the avoidance of doubt, the Licensee shall not be released from any of its obligations under this Licence by reason of any breach or forfeiture of the banker's guarantee.

PART II: BASIC OBLIGATIONS OF LICENSEE

7 Co-operation with Civil/Public Bodies

- 7.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all way possible for the provision of national security and emergency services.

PART III: TECHNICAL OBLIGATIONS

8 Use of Telecommunication Equipment in the Systems

8.1 Prior to the operation of the Systems, the Licensee shall in accordance with Section 9 of the Act, submit for IDA's approval all telecommunication infrastructure, technology and any telecommunication equipment which is part of the Systems or which is to be connected to the Systems.

8.2 The Licensee shall seek IDA's prior approval from time to time for any other telecommunication equipment to be used in the operation of the Systems for which the approval has not been granted under Section 9 of the Act, whether such other equipment is in addition to or intended to replace the existing equipment or part thereof.

8.3 The Licensee shall seek IDA's prior written approval for any transfer, sale or disposal of its Systems during the period for which this Licence is in force.

9 Operation of Radio-communication Stations

9.1 The Licensee shall apply for all necessary licences under the Telecommunications (Radio-communication) Regulations for the operation of any radio-communication stations comprised in the Systems and shall abide by any conditions imposed thereunder, including the payment of station licence fees and frequency fees for the allocation and management of frequencies by IDA.

9.2 Any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of any radio-communication station comprised in the Systems shall be submitted in writing for IDA's prior approval.

LICENCE TEMPLATE

9.3 The height of the antenna of any radio-communication station comprised in the Systems shall not exceed 50 metres above mean sea level (AMSL). Where necessary however, IDA may grant conditional approval for the Licensee to exceed the prescribed height level provided that the Licensee shall take all necessary steps, at its own cost, to ensure that its network will not cause interference to or receive interference from other authorised networks.

10 Use of Radio Frequencies

10.1 The Licensee shall, in its application to IDA, justify the use of radio frequencies and shall, subject to payment of the required frequency fees, be provided with the necessary frequencies to enable the effective and efficient operation of the Systems and the provision of the Services by the Licensee.

10.2 The Licensee shall take all necessary steps to ensure that the use of its Systems is safe and does not cause interference to other existing radio-communication networks operating in the same band or in other bands. The Licensee shall take appropriate measures to ensure that its Systems are adequately protected from interference that may be caused by networks operating in the same band or in other bands. The Licensee shall also take any required action, at its own cost, to solve any interference problems caused to or by its Systems.

10.3 The Licensee shall take all necessary steps to coordinate the shared use of frequency(s) with other persons licensed to provide market trials.

10.4 For the avoidance of doubt, IDA may re-claim or change any assigned radio frequencies in accordance with the Telecommunications (Radio-communication) Regulations without being liable for any loss or inconvenience directly or indirectly attributable to the re-claiming or changes made.

LICENCE TEMPLATE

11 Assignment of Numbers

- 11.1 The Licensee shall comply with IDA's National Numbering Plan and IDA's Framework and Guidelines on the usage, allocation and assignment of numbers. The Licensee shall take all necessary steps to ensure that the numbers allocated are efficiently utilised.
- 11.2 Any telephone number(s) assigned to the Licensee is the property of IDA and the Licensee shall have no proprietary right to the telephone number(s) assigned.
- 11.3 IDA reserves the right to alter and/or reallocate any telephone number(s) given to the Licensee at any time, upon written notice, without being liable for any loss or inconvenience directly or indirectly attributable to the alteration or reallocation of such telephone number(s).
- 11.4 Any numbers assigned by IDA to the Licensee shall be returned to IDA upon the termination of this Licence.

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

12 Connection to Other Systems

- 12.1 For the avoidance of doubt, the Licensee may negotiate with other licensees for interconnection to the networks of such licensees for the purposes of its market trial under this Licence. However, any such interconnection shall be left up to commercial negotiations between the parties involved.
- 12.2 Any siting of the Licensee's Systems, in part or in whole, in any building or other location shall be left up to commercial negotiations between the Licensee and the relevant parties.

LICENCE TEMPLATE

- 12.3 The Licensee shall not impose technical or other conditions or employ any arrangements for the connection of equipment or systems to the Systems other than those set by IDA. In particular, the Licensee shall not, except where IDA is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the connection of approved equipment or systems to the Systems. In this Condition, “Intellectual Property Rights” means, without prejudice to its generality, rights in patents, trade marks, designs, know-how and copyright.

13 Changes to Systems

- 13.1 The Licensee shall give notice in writing to IDA and shall notify all parties affected of any changes it intends to implement in the specification or performance of the Systems which would require changes to any equipment or systems connected to the Systems or which would have the effect of making such connections inoperable. The period of notice given shall be appropriate to the likely impact on the parties affected and on connected equipment or systems and shall be decided in consultation with IDA.
- 13.2 Where IDA considers that a change in the Systems referred to in Condition 13.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes in its own systems in order to connect its systems to the Systems, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of IDA before implementing such a change.
- 13.3 IDA, may from time to time, require the Licensee to submit to IDA for approval any changes to any telecommunication system, installation or plant and any service plans, together with such technical and non-technical information as may be required by IDA, at least 1 month before such change is intended to be implemented.

PART V: SERVICE OBLIGATIONS

14 Obligations Pertaining to Trial Subscribers

- 14.1 The Licensee shall disclose to potential trial subscribers all risks and limitations relating to the services its makes available to them, including but not limited to the period of trial, possible service disruptions after the trial period, and the nature of the trial. The Licensee shall disclose to trial subscribers in advance the price and non-price terms governing the provision of the Systems and/or Services.
- 14.2 The Licensee shall not impose any obligations on any of its trial subscribers to subscribe to any non-trial services offered by the Licensee or any of its affiliated parties.
- 14.3 The Licensee shall provide trial subscribers with statements of charges in a timely manner. Where the Licensee requires trial subscribers to make recurring payments for the Systems and/or Services provided, unless otherwise agreed to by the Licensee and the trial subscriber, invoices shall be sent monthly.
- 14.4 The Licensee shall ensure that all statement of charges to the trial subscribers must be clear and concise. In particular, the statement must list, in easy to understand terms, the charges for the Systems and/or Services provided.
- 14.5 The Licensee shall not charge a trial subscriber for any Systems and/or Services which he or she has not expressly ordered.
- 14.6 The Licensee shall not switch a trial subscriber to another Licensee without the prior consent of that subscriber.
- 14.7 The Licensee shall provide procedures to allow trial subscribers to dispute any charges for the Systems and/or Services that such subscribers reasonably believe to be incorrect.

15 Publication of Charges, Terms and Conditions

- 15.1 The Licensee shall publish information about the Services it provides, covering inter alia, descriptions and pricing of the services available, the terms and conditions thereof, and the provision of fault repair and any other commercial and technical services.
- 15.2 The Licensee shall submit all publicity materials for the Services to IDA at least 3 days before release.
- 15.3 The Licensee must state clearly in all its publicity materials that the Systems and Services are provided on a trial basis only.

16 Confidentiality of Subscriber Information

- 16.1 The Licensee shall respect and ensure the confidentiality of all subscriber information, except under the following circumstances:
- (a) where sharing of information with other licensees is necessary to detect, prevent or investigate fraud; or
 - (b) where disclosure is deemed necessary by IDA or the relevant law enforcement or security agencies to carry out their functions or duties.

PART VI: OTHER OBLIGATIONS

17 Codes of Practice

LICENCE TEMPLATE

- 17.1 If required by IDA, the Licensee shall comply with the Codes of Practice issued by IDA as well as any additional or supplemental guidelines, which IDA may issue from time to time to the Licensee.

18 International Settlement Regime

- 18.1 The Licensee shall comply with IDA's requirements on the international settlement regime and seek IDA's endorsement and/or approval to the arrangements reached with other licensees, before implementation.

19 Contracts with Third Parties to Operate or Provide Licensed Systems or Services

- 19.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to this Licence to share in the benefits of, or otherwise gain any right or privilege under this Licence, or which would otherwise result in a breach or circumvention of Condition 3.1, the Licensee shall seek IDA's prior written approval for the joint venture, association, contract or arrangement in question.
- 19.2 IDA may direct at any time the Licensee to effect any changes it deems necessary in the terms and conditions of the joint venture, association, contract or arrangement referred to above.
- 19.3 If the Licensee fails to effect the necessary changes referred to in Condition 19.2, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement.
- 19.4 Nothing in Condition 19.1 shall be construed as requiring the Licensee to obtain the approval of IDA for the appointment of agents or for the

LICENCE TEMPLATE

employment of independent contractors or sub-contractors to carry out any works or provide any services which enable the Licensee to discharge its duties and obligations under this Licence provided that the Licensee shall be liable to IDA for any act, omission, default, neglect or otherwise of the agents, independent contractors or sub-contractors in carrying out any such works or providing any such services.

20 Ownership, Shareholding and Management Arrangements

20.1 The Licensee shall seek IDA's approval for the appointment of its Chairman, Board of Directors and Chief Executive Officer and shall provide IDA with details of its shareholding and management arrangements.

20.2 Any change in the ownership, shareholding and management arrangements of the Licensee as given in paragraph 20.1 above shall be submitted to IDA for approval at least 1 month before such change is intended to be implemented.

21 Direction by IDA

21.1 The Licensee shall strictly and without any undue delay comply with any directions which IDA may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.

21.2 IDA may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to Condition 21.1.

21.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by IDA. The Licensee shall not during the currency and after the expiry, termination or cancellation of this Licence disclose or permit the disclosure of any of the said directions to any person not authorised to receive the same without the prior written consent of the Chief Executive Officer of IDA. The Licensee shall further take all reasonable precautions in

LICENCE TEMPLATE

dealing with the said directions so as to prevent any unauthorised person from having access to the same.

22 Provision of Information to IDA

22.1 The Licensee shall provide IDA with any document and information within its knowledge, custody or control, which IDA may, by notice or direction require. The Licensee undertakes to IDA that any such document and information provided to IDA shall be true, accurate and complete.

22.2 For the purposes of ensuring the Licensee's compliance with the conditions of this Licence, IDA may from time to time require the Licensee to arrange at its own expense, for a separate and independent audit of its activities. The Licensee shall, at IDA's request, submit the audited accounts and reports prepared under this Condition to IDA for inspection and verification.

22.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by IDA pursuant to Condition 22.1, as well as the fact that IDA has requested for such document and/or information.

22.4 IDA may use and disclose any such document or information provided to IDA pursuant to Condition 22.1 as IDA deems fit. Where IDA proposes to disclose any document or information obtained pursuant to Condition 22.1 and IDA considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Licensee or which disclosure would or could reasonably be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, IDA will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before IDA makes a final decision on whether to disclose the information.

23 International Obligations

23.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under this Licence in a manner, which is consistent with the Government's obligations under any convention, agreement, arrangement or treaty to which Singapore is or shall become a party.

23.2 IDA shall notify the Licensee from time to time of any such convention, agreement, arrangement or treaty to which Condition 23.1 applies for its compliance.

PART VII: SUSPENSION, VARIATION AND TERMINATION

24 Penalty Framework for Breach of Licence Conditions

24.1 Where the Licensee breaches any licence condition, IDA may impose a financial penalty on the Licensee in accordance with Section 8 of the Act.

25 Variation of Terms of Licence

25.1 Pursuant to Section 7(1) of the Act, IDA may vary or amend any of the terms of this Licence by giving the Licensee at least 14 days notice in writing.

26 Suspension/Cancellation

26.1 IDA may, in any of the events specified in Section 8 of the Act, by notice in writing given to the Licensee, suspend or cancel this Licence in whole or in part, or impose a financial penalty in such amounts IDA thinks fit.

27 Termination of Licence

27.1 In the event that the Licensee desires to terminate its licence or any of the Services it operates, the Licensee shall seek IDA's approval in writing at least 1 month in advance.

28 Rights upon Termination, Suspension or Cancellation

28.1 Any termination, suspension or cancellation of this Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or IDA under this Licence or any written law as at the date of termination except that the Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

29 Compliance with the Law

29.1 The Licensee shall observe and comply with the Act, the Telecommunications (Radio-communication) Regulations, the International Telecommunication Convention and any other treaty or convention to which Singapore is a party.

29.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other licences, permits or approvals that may be required under any written law in force in Singapore.

30 Governing Law

30.1 This Licence shall be governed by and construed according to the law of Singapore.

31 Service of Notices

LICENCE TEMPLATE

31.1 All notices under this Licence shall be in writing and shall be deemed to have been given if sent by hand or pre-paid post or by facsimile to the Licensee's registered address as lodged with the Accounting and Corporate Regulatory Authority of Singapore.

32 Severability

32.1 Every Condition and part thereof shall be construed as a separate and severable provision so that if any Condition and part thereof is held invalid, unenforceable or illegal for any reason, the remainder of this Licence shall remain in full force in every respect.

Dated [date]

**Deputy Director General (Telecoms)
Info-communications Development Authority of Singapore**

SCHEDULE OF INTERPRETATION

In this Licence, unless the context otherwise requires:

- (a) Words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (b) The titles to the provisions of this Licence are for convenience of reference only and are not part of this Licence and shall not in any way affect the interpretation thereof;
- (c) Any word or expression used in this Licence shall have the same meaning as it has in the Act;
- (d) Any reference in this Licence to the Act shall include any regulations made thereunder;
- (e) Any reference in this Licence to any regulation made under the Act shall include any regulations made under the repealed Telecommunication Authority of Singapore Act (Cap 323) until such regulation is revoked or repealed by subsidiary legislation made under the Act;
- (f) Any reference in this Licence to a person shall be deemed to include natural and legal persons;
- (g) Any reference to monetary amounts in this Licence shall be deemed to be denominated in Singapore Dollars; and
- (h) Any reference to any Guidelines, Codes or Framework or other rules or documents promulgated by IDA shall be read as reference to such as may be amended from time to time.

SCHEDULE A

**DESCRIPTION OF THE TELECOMMUNICATION SYSTEMS TO BE
ESTABLISHED BY [NAME] FOR MARKET TRIAL**

[to insert]

SCHEDULE B

**DESCRIPTION OF THE TELECOMMUNICATION SERVICES TO BE
PROVIDED BY [NAME] FOR MARKET TRIAL**

[to insert]

SCHEDULE C
(Where applicable)

**SPECIFIC TERMS AND CONDITIONS FOR
INTERNATIONAL SIMPLE RESALE**

1 Metering

- 1.1 The licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the services operated under the Licence is accurate and reliable.
- 1.2 Under the written request of IDA, the licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by IDA. The licensee shall submit the test results to IDA within 14 days after the date of the test or such other longer period as IDA may deem fit.

2 Short Access Code

- 2.1 The licensee may apply for 4-digit or 5-digit access codes that allow callers to gain access to the ISR services. The allocation of the access codes will be subject to the availability of such codes and consideration for other usage. The Licensee shall ensure that the access codes are used efficiently and effectively.

3 Quality of Service

- 3.1 The licensee shall comply with the minimum Quality of Services (QoS) standards below for the international voice and/or data services provided:

LICENCE TEMPLATE

- (a) At least 95% of calls should not have a post dialing delay of more than 25 seconds; and
- (b) At least 90% of calls made are able to seize a circuit.

3.2 IDA reserves the right to modify the above standards from time to time, and inform the licensee accordingly for compliance.

4 Service Registration

4.1 The Licensee shall provide some form of service application or registration procedures for signing-up of customers before any service activation to ensure that subscribers are properly signed up for the international call services and that the right parties are being billed (except for pre-paid card services).

5 Call Barring Facilities

5.1 The Licensee shall provide some form of international call barring facilities to any consumer who wish to bar the Licensee's international call services, regardless of whether the consumer is a subscriber of any service provided by the Licensee, to further prevent any unauthorised or fraudulent activation of international call service.

6 Route-By-Route Approval

6.1 The Licensee is required to seek IDA's prior approval on a route-by-route basis for the provision of this service. The Licensee shall not operate the International Simple Resale service between Singapore and any foreign destination unless the legislation and/or policies at that destination permits or does not prohibit the operation of such service.

SCHEDULE C
(Where Applicable)

**SPECIFIC TERMS AND CONDITIONS FOR
RESALE OF LEASED CIRCUIT SERVICES**

1 Declaration of Usage

- 1.1 The Licensee shall ensure that the customers declare, in writing, the usage of the leased circuit and their compliance with all licensing and regulatory conditions and requirements of IDA. The Licensee shall terminate its agreement with the customers if these customers are found to infringe any of the conditions of this Licence, the Act or the regulations made thereunder.

2 Registration of the Customers

- 2.1 The Licensee shall maintain a register containing records of the customers and their particulars which shall be made available for inspection by IDA. The particulars should include the Customer's name, address, Certificate of Incorporation of Business Registration Number and details of the services provided such as international leased circuit speeds and destinations.
- 2.2 The register shall be kept at the Licensee's premises for a period of not less than six (6) months from the date of termination of the Services to the customer.

3 Marketing

- 3.1 The Licensee shall state clearly in all marketing and promotional communications that the Licensee is a leased circuit reseller.

4 Quality of Service

4.1 The Licensee shall comply with the Quality of Service standards established by IDA from time to time.

5 Approval by Regulatory Authority Overseas

5.1 For the resale of international leased circuit services, the Licensee shall provide documentary proof from either:

- (a) the relevant authorities in the foreign country that resale of leased circuit services between Singapore and the foreign country is permitted and approved; or
- (b) a licensed operator in the foreign country that the overseas licensed operator is authorised to provide resale of leased circuit services in the foreign country and that the overseas licensed operator would treat all similarly-situated operators licensed in Singapore on a non-exclusive and non-discriminatory basis.

SCHEDULE C
(Where Applicable)

**SPECIFIC TERMS AND CONDITIONS FOR
PUBLIC INTERNET ACCESS SERVICES**

1 Electronic Mail Address Portability

- 1.1 The Licensee shall comply, at its own cost, with any guidelines established by IDA on electronic-mail address portability, to be implemented by the Licensee.

2 Content

- 2.1 The Licensee shall comply with such terms and conditions as may be imposed by the Media Development Authority (MDA) for the content that is transmitted through the System.

SCHEDULE C
(Where Applicable)

**SPECIFIC TERMS AND CONDITIONS FOR
VIRTUAL PRIVATE NETWORK SERVICES**

1 Technical Compatibility

- 1.1 The Licensee shall comply with any technical specifications prescribed by IDA for the purposes of ensuring technical compatibility, avoiding technical harm to the telecommunication network of any licensed Facilities-Based Operator or preventing safety hazards to the personnel in the connection of telecommunication equipment and/or systems to the network.

2 Metering

- 2.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the services operated under the Licence is accurate and reliable.
- 2.2 Under the written request of IDA, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by IDA. The Licensee shall submit the test results to IDA within 14 days after the date of the test or such other longer period as IDA may deem fit.

SCHEDULE C
(Where Applicable)

**SPECIFIC TERMS AND CONDITIONS FOR
MANAGED DATA NETWORK SERVICES**

1 Technical Compatibility

- 1.1 The Licensee shall comply with any technical specifications prescribed by IDA for the purposes of ensuring technical compatibility, avoiding technical harm to the telecommunication network and/or systems of FBOs or preventing safety hazards to personnel in the connection of telecommunication equipment and/or systems to the network.

2 Metering

- 2.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the services operated under the Licence is accurate and reliable.
- 2.2 Under the written request of IDA, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by IDA. The Licensee shall submit the test results to IDA within 14 days after the date of the test or such other longer period as IDA may deem fit.

SCHEDULE C
(Where Applicable)

**SPECIFIC TERMS AND CONDITIONS FOR
STORE-AND-FORWARD VALUE-ADDED NETWORK SERVICES**

1 Establishment of Service Nodes

- 1.1 The Licensee is required to establish a service node in Singapore and make available the information on the routing table, subscriber database, call traffic statistics and/or other records maintained by the service node for inspection whenever requested. The Licensee without a service node in Singapore may provide Store & Forward Value-Added Network services through a local access node which is connected to the public switched telecommunication networks provided by a Facilities-Based Operator licensed by IDA.

2 Transmission of Value-Added Network traffic over the Internet

- 2.1 The Licensee may choose to carry its Value-Added Network traffic over dedicated leased circuits or switched/permanent virtual circuits such as frame relay circuits. The Licensee may also choose to transmit its VAN traffic through virtual private network links over the Internet.

SCHEDULE C
(Where Applicable)

**SPECIFIC TERMS AND CONDITIONS FOR
LIVE AUDIOTEX SERVICES**

1 Transmission of the Live Audiotex Services

- 1.1 The Licensee shall comply with the following transmission standards in the delivery of the announcement or programme:
- (a) There shall be no delay in starting the announcement or programme when a call is connected;
 - (b) Each of the live Audiotex services shall be assigned a different telephone number;
 - (c) There shall be no interruption during the announcement or programme; and
 - (d) Such other standards as may be specified by IDA from time to time.
- 1.2 The Licensee shall ensure that the number of attempted calls at any time does not significantly exceed the number of call-in lines for the service and shall subscribe for additional lines from licensed Facilities-Based Operators to adequately handle calls for the Live Audiotex services and to prevent congestion to other users of the public telecommunication network.
- 1.3 The Licensee shall not, except with the prior arrangement with the licensed Facilities-Based Operator, organise any mass calling event which will generate a high influx of calls to the Live Audiotex services.
- 1.4 The Licensee shall not enable callers to communicate amongst themselves directly in real-time.

LICENCE TEMPLATE

- 1.5 The Licensee shall ensure that the Value-Added Network and/or the live Audiotex services provided through it are not used for any unlawful purpose.

2 Content and Accuracy of Announcements/Programmes

- 2.1 The Licensee shall be solely responsible for the content and its accuracy and shall obtain all necessary approvals from the relevant authorities in Singapore.

- 2.2 The Licensee shall indemnify and keep indemnified at all times IDA against all claims for libel, slander, infringement of Intellectual Property rights or any other liability whatsoever arising from or in connection with the information transmitted or received through the Value-Added Network.

3 Announcement of Call Charges

- 3.1 The Licensee shall ensure that his current call charges are published in all advertisements for the live Audiotex services.

- 3.2 The Licensee shall, in addition, announce the current call charges for the Live Audiotex services at the beginning of the call. The Licensee shall provide a grace period during which calls are not charged for:

- (a) the first 6 seconds of a call where the charge announcement lasts 4 seconds; or
- (b) the first 12 seconds of a call where the charge announcement lasts 10 seconds.