

13 July 2018

RETN Pte Ltd  
50 Raffles Place  
#15-05/06, Singapore Land Tower  
Singapore 048623

Attention: Mr Anthony O'Sullivan  
Director

Dear Sirs,

**APPLICATION FOR SERVICES-BASED OPERATIONS ("SBO") (INDIVIDUAL)  
LICENCE**

1 Please refer to RETN Pte Ltd's ("RETN") online application dated 20 June 2018 and email clarifications from 20 June 2018 to 3 July 2018.

2 We are pleased to inform RETN that its application for an SBO (Individual) Licence (the "Licence"), to provide postpaid Resale of Leased Circuit Services, Virtual Private Network Services, Managed Data Network Services and Internet Exchange Services, has been approved. RETN is hereby granted the attached Licence, including the terms and conditions within for compliance.

3 Please note that under Condition 3.1 of the Licence, RETN shall notify IMDA of any change or inaccuracy in the information and particulars submitted to IMDA, including changes to its name, address and contact particulars, within five (5) days of such change.

4 RETN has indicated in its Licence application that it does not intend to collect monetary deposits and/or use prepaid cards for the collection of payment from customers. In this regard, should RETN subsequently decide to collect monetary deposit and/or use prepaid cards for collection of payments from customers, RETN will be required to apply to IMDA for the inclusion of the prepaid services in the Licence, and have a paid-up capital of at least S\$100,000 at the point of application.

5 Please be reminded that under Sub-section 3.2.4.5 of the Telecom Competition Code 2012, a Licensee who intends to discontinue operations or a specific Service, must give reasonable advance notice to all affected End Users. In such cases, the Licensee must take all reasonable measures to avoid any service disruption to its End Users, including complying with any requirement specified by IMDA. Where feasible, this may include giving End Users the option to transition service to another Licensee specified either by the terminating Licensee or by the End Users. In any case in which an End User has made an advance payment for a Service provided by a Licensee, and the Licensee subsequently decides to discontinue operations or the specific Service, the Licensee must allocate a proportionate share of the advance payment for refund to the End User.

6 Please also note that under Condition 24.1 of the Licence, RETN shall notify IMDA within five (5) days from any change in:

- (a) the appointment of its Chairman, Board of Directors or Chief Executive Officer, or
- (b) the ownership of any share or interest which would result in any person owning, whether legally or beneficially, at least 30 percent of RETN or its issued voting shares.

7 Pursuant to Condition 26.1 of the Licence, RETN is required to submit to IMDA the required information specified in **Annex 1**, where applicable. A failure to provide the requested information may amount to a contravention of Condition 26.1, for which IMDA may take enforcement action under Section 8 of the Telecommunications Act (Cap 323).

8 For the annual submission of the audited Annual Gross Turnover ("AGTO") statements as required under the Licence, please note that RETN is required to submit its AGTO statement that is audited by a certified public accountant using the specific purpose audit SSAs Standards, for the computation of the annual licence fee. RETN may also consider submitting alternative documents in place of the AGTO statements, including a Letter of Undertaking from one of RETN's Board of Directors<sup>1</sup>, and more information relating to this submission of documents for licence fee computation purpose is attached in **Annex 2**.

9 The Licence will come into effect on 13 July 2018. The Licence is for an initial period of five (5) years. We note that RETN's financial year for year 2018 is from 14 June 2018 (date of incorporation) to 31 December 2018. As the licence is granted for a period of 172 days before your company's financial year end date on 31 December 2018, the preliminary licence fee<sup>2</sup> (prorated) is calculated as S\$1,884.93. Please make arrangement to pay the licence fee of S\$1,884.93 within **fourteen (14) days** from the date of this letter. Upon receipt of payment, IMDA shall issue the Licence to RETN. Payment may be made by interbank transfer to:-

Account Name: Info-communications Media Development Authority  
Bank Name: Overseas-Chinese Banking Corporation Ltd  
Branch Code: 7339/501  
Account No: 826481001

Please ensure that the required licence fee amount of S\$1,884.93 is transferred to IMDA's bank account after accounting for any bank charges that may be incurred for the interbank transfer.

10 Please acknowledge receipt of this letter by signing the acknowledgement enclosed and returning the same to us within **fourteen (14) days** from the date hereof.

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<sup>1</sup> Applicable if the AGTO is S\$35 million or less.

<sup>2</sup> The preliminary licence fee payable for the current FY is based on the licence fee structure where an annual licence fee of \$4,000 is applicable for AGTO below S\$50 million. Please note that this prorated licence fee is derived from the computation of the number of days between the Licence's issue date and RETN's current FY end date which is calculated as  $(172/365) \times S\$4,000$ .

11 In order to enable IMDA to further improve and to serve all our Licensees better, we have attached a Customer Satisfaction Feedback Form for your completion. Please return the form and the attached acknowledgment receipt to us upon completion.

12 If you require any clarification on the above, please direct your written queries to the undersigned or to Mr Yeo Teow Koon, Senior Manager (Competition & Market Access) via email to [FSO@imda.gov.sg](mailto:FSO@imda.gov.sg).

Yours faithfully,



Loh Woon Sien  
Director (Competition & Market Access)

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To: Info-communications Media Development Authority

Attn: Ms Loh Woon Sien  
Director (Competition & Market Access)

Email: [FSO@imda.gov.sg](mailto:FSO@imda.gov.sg)

Date:

We hereby acknowledge receipt of the letter IMDA/CMALO/LIC-011/02-772 dated 13 July 2018 relating to the Application for Services-Based Operations ("SBO") (Individual) Licence.

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Name & Designation  
For and on behalf of RETN Pte Ltd



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PROVISION OF INFORMATION REQUIREMENTS:		
<b>Multimedia Message Service (SMS)</b>		
Total Number of Outgoing MMS messages (Outgoing MMS Messages include those sent from the mobile network and Internet portal)	QUARTERLY	
Total Number of Incoming MMS messages (Incoming MMS Messages include those received on the mobile network, Internet Portal and fixed network)		
<b>Mobile Data Usage</b>		
Total Amount of Mobile Data sent over Mobile Network (Bi-direction, i.e. the aggregated total downloaded and uploaded amount of data) (Mobile Data should include MMS and any other data upload/download but exclude video telephony and SMS)	QUARTERLY	
Service Description	Freq. Of Submission	Current month figure
<b>NUMBER PORTABILITY</b>		
<b>Fixed Number Portability</b>		
Number of Fixed Subscribers who have Ported Out of Operator	MONTHLY	
Number of Fixed Subscribers who have Ported In to Operator		
Net Number of Ported Subscribers as at end of the month		



PROVISION OF INFORMATION REQUIREMENTS:											
Service Description	Freq. Of Submission	Current month figure									
<b>BROADBAND INTERNET ACCESS SERVICES</b>											
<b>Retail Broadband Access Service (Licensees to submit information by individual speeds)</b>											
<b>Total Number of Retail Residential Subscriptions<sup>1</sup> (do not include WiFi) via:</b>											
(a) DSL	MONTHLY										
(b) Cable Modem											
(c) Any other <u>Wired</u> Broadband Access Platform											
(d) Wireless Broadband Access (using 2.3 GHz and 2.5 GHz frequency for access to the subscriber)											
(e) Wireless Consumer Broadband Access (using 3.5G mobile broadband services including HSPA or related technologies)											
(f) Wireless Consumer Broadband Access (using 4G mobile broadband services including LTE or WiMAX or related technologies recognised as ITU-IMT Advanced by ITU)											
(g) Any other <u>Wireless</u> Broadband Access Platforms (pls specify).											
<b>Total Number of Retail Corporate Subscriptions<sup>1</sup> (do not include WiFi) via:</b>											
(a) DSL	MONTHLY										
(b) Cable Modem											
(c) Any other <u>Wired</u> Broadband Access Platform											
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(g) Any other <u>Wireless</u> Broadband Access Platforms (pls specify).											
<b>Number of Retail Subscriptions<sup>1</sup> for Broadband Access via WiFi Hotspots (excluding Wireless@SG)</b>	MONTHLY										
<b>Wholesale Broadband Access Service (Licensees to submit information by individual speeds)</b>											
<b>Total Number of Wholesale Residential Subscriptions<sup>1</sup> (do not include WiFi) via:</b>											
(a) DSL	MONTHLY										
(b) Cable Modem											
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(e) Wireless Consumer Broadband Access (using 3.5G mobile broadband services including HSPA or related technologies)											
(f) Wireless Consumer Broadband Access (using 4G mobile broadband services including LTE or WiMAX or related technologies recognised as ITU-IMT Advanced by ITU)											
(g) Any other <u>Wireless</u> Broadband Access Platforms (pls specify).											
<b>Total Number of Wholesale Corporate Subscriptions<sup>1</sup> (do not include WiFi) via:</b>											
(a) DSL	MONTHLY										
(b) Cable Modem											
(c) Any other <u>Wired</u> Broadband Access Platform											
(d) Wireless Broadband Access (using 2.3 GHz and 2.5 GHz frequency for access to the subscriber)											
(e) Wireless Consumer Broadband Access (using 3.5G mobile broadband services including HSPA or related technologies)											
(f) Wireless Consumer Broadband Access (using 4G mobile broadband services including LTE or WiMAX or related technologies recognised as ITU-IMT Advanced by ITU)											
(g) Any other <u>Wireless</u> Broadband Access Platforms (pls specify).											
<b>Total Number of Wholesale Subscriptions<sup>1</sup> for Broadband Access via WiFi Hotspots (excluding Wireless@SG)</b>	MONTHLY										
<table border="1"> <thead> <tr> <th>Service Description</th> <th>Freq. Of Submission</th> <th>Current month figure</th> </tr> </thead> <tbody> <tr> <td colspan="3"><b>NARROW-BAND OR DIAL-UP INTERNET ACCESS SERVICES</b></td> </tr> <tr> <td><b>Total Number of Retail Dial-up Subscriptions<sup>1</sup></b></td> <td>MONTHLY</td> <td></td> </tr> </tbody> </table>			Service Description	Freq. Of Submission	Current month figure	<b>NARROW-BAND OR DIAL-UP INTERNET ACCESS SERVICES</b>			<b>Total Number of Retail Dial-up Subscriptions<sup>1</sup></b>	MONTHLY	
Service Description	Freq. Of Submission	Current month figure									
<b>NARROW-BAND OR DIAL-UP INTERNET ACCESS SERVICES</b>											
<b>Total Number of Retail Dial-up Subscriptions<sup>1</sup></b>	MONTHLY										

PROVISION OF INFORMATION REQUIREMENTS:		
Service Description	Freq. Of Submission	Current month figure
<b>INTERNATIONAL TELEPHONY SERVICES</b>		
<i>International Calling Minutes</i>		
<b>Total Number of Retail International Call Minutes:</b>		
(a) Outgoing (include calls to Malaysia)	MONTHLY	
(b) Outgoing (Malaysia only)		
<b>Total Number of Incoming International Call Minutes Terminating in Singapore</b>	MONTHLY	
<b>Total Number of Transit International Call Minutes</b>	MONTHLY	
Service Description	Freq. Of Submission	Current half-year figure
<b>CAPACITY / BANDWIDTH SERVICES</b>		
<i>Local Leased Circuits (Licensees to submit information by types of circuits, e.g. 2Mbps)</i>		
<b>Total Number of Retail LLC Circuits Sold:</b>		
(a) 9.6 kbps	HALF-YEARLY	
(b) 64kbps		
(c) 2Mbps		
(d) 45Mbps		
(e) Others (to specify)		
<b>Total Capacity of Retail LLC Circuits Sold<sup>3</sup></b>		
<b>Total Number of Wholesale LLC Circuits Sold:</b>		
(a) 9.6 kbps	HALF-YEARLY	
(b) 64kbps		
(c) 2Mbps		
(d) 45Mbps		
(e) Others (to specify)		
<b>Total Capacity of Wholesale LLC Circuits Sold<sup>3</sup></b>		
<b>Total Number of Retail LLC Subscribers<sup>4</sup>:</b>		
(a) 9.6 kbps	HALF-YEARLY	
(b) 64kbps		
(c) 2Mbps		
(d) 45Mbps		
(e) Others (to specify)		
<b>Total Number of Wholesale LLC Subscribers<sup>4</sup>:</b>		
(a) 9.6 kbps	HALF-YEARLY	
(b) 64kbps		
(c) 2Mbps		
(d) 45Mbps		
(e) Others (to specify)		
<b>Total LLC Capacity (in Mbps):</b>		
(a) Owned <sup>4</sup>	HALF-YEARLY	
(b) Leased		
<i>International Private Leased Circuits (Licensees to submit information by types of circuits, e.g. 2Mbps)</i>		
<b>Total Number of Retail IPLC Circuits Sold:</b>		
(a) 2Mbps	HALF-YEARLY	
(b) 45Mbps		
(c) STM-1		
(d) Others (to specify)		
<b>Total Capacity of Retail IPLC Circuits Sold<sup>3</sup></b>		
<b>Total Number of Wholesale IPLC Circuits Sold:</b>		
(a) 2Mbps	HALF-YEARLY	
(b) 45Mbps		
(c) STM-1		
(d) Others (to specify)		
<b>Total Capacity of Wholesale IPLC Circuits Sold<sup>3</sup></b>		
<b>Total Number of Retail IPLC Subscribers<sup>4</sup>:</b>		
(a) 2Mbps	HALF-YEARLY	
(b) 45Mbps		
(c) STM-1		



PROVISION OF INFORMATION REQUIREMENTS:		
(d) Others (to specify)		
Total Number of Wholesale IPLC Subscribers <sup>4</sup> :		
(a) 2Mbps	HALF-YEARLY	
(b) 45Mbps		
(c) STM-1		
(d) Others (to specify)		

PROVISION OF INFORMATION REQUIREMENTS:		
<b>Total IPLC Capacity Owned<sup>5</sup> (in Mbps):</b>		
(a) Submarine Cable	HALF-YEARLY	
(b) Satellite		
(c) Cross-border Terrestrial Cable into Malaysia		
(d) Others (to specify)		
<b>Total IPLC Capacity Leased (in Mbps):</b>		
(a) Submarine Cable	HALF-YEARLY	
(b) Satellite		
(c) Cross-border Terrestrial Cable into Malaysia		
(d) Others (to specify)		
<b>International Internet Capacity</b>		
<b>Total International Internet Capacity (in Mbps) (If capacity is asymmetric between incoming and outgoing, then the capacity should be split as such):</b>		
(a) Incoming Capacity	HALF-YEARLY	
(b) Outgoing Capacity		
<i>International Transmission Capacity (this refers to total lit/activated bandwidth/capacity used for all forms of international bandwidth/capacity services, including IPLC, international managed data network services (such as ATM, Frame Relay and IP VPN), Internet connectivity (such as IP transit) etc.)</i>		
<b>Owned<sup>5</sup> (in Mbps):</b>		
(a) Submarine Cable	HALF-YEARLY	
(b) Satellite		
(c) Cross-border Terrestrial Cable into Malaysia		
(d) Others (to specify)		
<b>Leased (in Mbps):</b>		
(a) Submarine Cable	HALF-YEARLY	
(b) Satellite		
(c) Cross-border Terrestrial Cable into Malaysia		
(d) Others (to specify)		
<b>Service Description</b>	<b>Freq. Of Submission</b>	<b>Current year figure</b>
<b>MACRO INDICATORS</b>		
<b>Total Revenue Earned for Telecommunication Services provided in Singapore (January-December)</b>	YEARLY	
<b>Total Number of Employed Persons in Singapore (January-December)</b> (Employed Persons refer to persons aged 15 years and above who, during the reference period: - Worked for one hour or more either for pay, profit or family gains; or - Had a job or business to return to but were temporarily absent because of illness or injury, vacation, bad weather, mechanical breakdown, labour management dispute, temporarily laid off with salary or other reasons during the reference period.)	YEARLY	
<b>Actual Total Capital Expenditure in Singapore for the past year (January-December)</b> (Figures should include capital expenditure on telecom infrastructure, equipment, systems and software (any ancillary expenditure necessary for the provision of the above or for the licensed telecom service). Also includes exchanges or central offices, submarine cable landing stations and any buildings.)	YEARLY	
<b>FOOTNOTE DESCRIPTIONS</b>		
<b>Footnote 1:</b> The term "subscriptions" used throughout the POI refers to number of lines subscribed to, not the number of accounts. For example, if a subscriber subscribes to 2 DEL lines, it should be counted as 2 subscriptions in the POI submission.		
<b>Footnote 2:</b> The outgoing call minutes for both peak and off-peak usage per subscription per quarter should be submitted. Service operators that do not distinguish between 'Peak' and 'Off-peak' usage in their rates need not provide the peak and off-peak breakdown, if the information is not available. However, they must submit one figure reflecting the average out-going minutes and include a side explanation for not giving the breakdown for IMDA's information. Call minutes must take into account the duration of all local calls incurred for fixed-to-fixed/mobile/video/other ancillary (such as Service 100 and 1800/1900 numbers) and local facsimile calls, etc, regardless of whether the subscribers are charged for the local call portion.		
<b>Footnote 3:</b> For illustration purposes, if Company A sold three 2Mbps retail LLC circuits and two 45Mbps retail LLC circuits, the total capacity of retail LLC circuits sold would be 96Mbps.		
<b>Footnote 4:</b> The term "subscribers" refers to the number of subscribers who have purchased each type of circuit. For example, if a licensee sells a total of 5 9.6kbps circuits to a single subscriber, it should be counted as 1 subscriber in the POI submission.		
<b>Footnote 5:</b> Owned Capacity refers to capacities owned or leased on long-term basis (10 years or more) that is lit/activated. Leased Wholesale Capacity refers to capacity leased from other operators for own use or resale.		

PROVISION OF INFORMATION REQUIREMENTS:	
FREQUENCY OF SUBMISSIONS*	DATA TO BE SUBMITTED
MONTHLY SUBMISSIONS <sup>(A)</sup>	Total number of Subscriptions as at the end of each month Total number of Minutes for the month
QUARTERLY SUBMISSIONS <sup>(B)</sup> (Note: Quarterly data need not be broken down into monthly data)	Total number of Subscriptions as at the end of the 3rd month of the relevant quarter. Total number of Minutes, Messages and Data Usage for all 3 months in the relevant quarter
HALF-YEARLY SUBMISSIONS <sup>(C)</sup> (Note: Half-yearly data need not be broken down into monthly data)	Total number of Subscribers, Circuits and amount of Capacity as at the end of each half-yearly period.
YEARLY SUBMISSIONS <sup>(D)</sup> (Note: Yearly data need not be broken down into monthly data)	Total Revenue, Employed Persons and Capital Expenditure for the entire year

\* Please refer to the following tables for the exact deadlines for POI data submissions

(A) MONTHLY SUBMISSIONS	
Period of Data Collection:	Deadline of submission to IMDA
January	5pm of last working day of February
February	5pm of last working day of March
March	5pm of last working day of April
April	5pm of last working day of May
May	5pm of last working day of June
June	5pm of last working day of July
July	5pm of last working day of August
August	5pm of last working day of September
September	5pm of last working day of October
October	5pm of last working day of November
November	5pm of last working day of December
December	5pm of last working day of January (of following year)
(B) QUARTERLY SUBMISSIONS	
Period of Data Collection:	Deadline of submission to IMDA
January - March	5pm of last working day of April
April - June	5pm of last working day of July
July - September	5pm of last working day of October
October - December	5pm of last working day of January (of following year)
(C) HALF-YEARLY SUBMISSIONS	
Period of Data Collection:	Deadline of submission to IMDA
January - June	5pm of last working day of July
July - December	5pm of last working day of January (of following year)
(D) YEARLY SUBMISSIONS	
Period of Data Collection:	Deadline of submission to IMDA
January - December	5pm of last working day of February (of following year)



**FEE COMPUTATION**

1. Under the SBO (Individual) Licence, the licensee is required to submit audited statements to the Authority within 6 months from the end of its financial year for the computation of the annual licence fee payable to the Authority. The template of the audited annual gross turnover ("AGTO") statement to be submitted to the Authority is attached as Annex 4A.
2. The Authority may be prepared to accept other forms of documents in place of the audited AGTO statement as mentioned in paragraph 1 above in the circumstances set out in this paragraph 2. The following sets out the scenarios under which alternative documents may be accepted:

- (a) For companies whose annual revenue is \$35 million and below –

The company is required to submit any of the following documents:

- (i) a letter of undertaking using the template in Annex 4B from one of its Board of Directors to declare the company's (a) entire annual revenue figure, or (b) total revenue for all licensable telecommunications activities under the SBO(I) licence;
- (ii) unaudited accounts accompanied by Directors' report and Statement by Directors (as provided to Accounting and Corporate Regulatory Authority of Singapore ("ACRA")), for the particular financial year that the company is exempted by ACRA to submit any audited accounts and the audited accounts are not available. This includes any other supporting documents (e.g., the confirmation page from ACRA that the online declaration form of solvency has been submitted); or
- (iii) the company's annual financial report, including the audited statutory financial statements and the auditor's report.

- (b) For companies whose annual revenue is above \$35 million –

The company is required to submit the audited AGTO statement to the Authority using the template in Annex 4A. If, however, you would like to submit the company's entire audited annual revenue figure to the Authority to be used for the computation of the licence fee payable, the Authority is prepared to accept the audited statutory financial statements together with the auditor's report. Such documents will need to be accompanied by a declaration from the company stating that it would like to submit the company's entire audited annual revenue figure to the Authority as the

## **Annex 2**

relevant AGTO to be used for the computation of the licence fee payable, and the revenue figure will need to be clearly indicated in the declaration.

3. Notwithstanding the circumstances set out in paragraph 2, the Authority reserves the right to require an audited AGTO statement, the company's annual financial report or unaudited accounts to be submitted if the Authority deems fit.
4. Kindly also ensure that all audited documents should be submitted by your auditor directly to Info-communications Media Development Authority, to the attention of Deputy Director (Infocomm Competition Management) as follows:

Info-communications Media Development Authority  
10 Pasir Panjang Road  
#03-01 Mapletree Business City  
Singapore 117438

Attn: Director  
Competition & Market Access

5. The Authority may conduct compliance reviews on the audited documents to ensure that the revenue figure and documents submitted to the Authority are complete, valid and accurate.

## INDEPENDENT AUDITOR'S REPORT ON LICENSEE'S ANNUAL GROSS TURNOVER

[To the Board of Directors of \_\_\_\_\_ (Company) or Other Appropriate Addressee]

### Opinion

We have audited the Schedule of the Annual Gross Turnover ("AGTO")<sup>1</sup>, in relation to all licensable activities under the [please insert type of licence<sup>2</sup>] granted to the [Licensee's Name] (the "Licensee") by the Info-communications Media Development Authority ("IMDA"), for the period from [date] to [date] (the "Schedule").

In our opinion, the AGTO totalling [insert amount] in the Schedule is prepared, in all material respects, in accordance with the attached Basis of Preparation.

### Basis for Opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Schedule* section of our report. We are independent of the Licensee in accordance with the Accounting and Corporate Regulatory Authority ("ACRA") *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Emphasis of Matter – Basis of Accounting and Restriction on Distribution and Use

We draw attention to the attached Basis of Preparation to the Schedule, which describes the basis of accounting. The Schedule is prepared to assist the Licensee to meet the requirements of the IMDA in connection with the determination of the Licensee's annual licence fee by the IMDA. As a result, the Schedule may not be suitable for another purpose. Our report is intended solely for the Licensee and the IMDA and should not be distributed to or used by parties other than the Licensee or the IMDA. Our opinion is not modified in respect of this matter.

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<sup>1</sup> The AGTO refers to the annual fair value of the consideration received or receivable for licensable activities taking into account the amount of any trade discounts and volume rebates allowed by the [name of Licensee].

<sup>2</sup> Types of Licences include, Facilities-Based Operations, Services-Based Operations (Individual), Postal Services Operations, Nationwide Free-to-Air TV Services, Nationwide Free-to-Air Radio Services, Nationwide Subscription TV Services, Niche TV Services.



### **Responsibilities of Management and Those Charged with Governance<sup>3</sup> for the Schedule**

Management is responsible for the preparation of the Schedule in accordance with the Basis of Preparation, and for such internal control as management determines is necessary to enable the preparation of the Schedule that is free from material misstatement, whether due to fraud or error.

Those charged with governance are responsible for overseeing the Licensee's financial reporting process.

### **Auditor's Responsibilities for the Audit of the Schedule**

Our objectives are to obtain reasonable assurance about whether the Schedule is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this Schedule.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Schedule, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Licensee's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by management.

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<sup>3</sup> Or other terms that are appropriate in the context of the engagement.

## Annex 2A

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards<sup>4</sup>.

The engagement partner on the audit resulting in this independent auditor's report is [name].<sup>5</sup>

\_\_\_\_\_  
(Firm)  
Public Accountants and  
Chartered Accountants  
Singapore  
\_\_\_\_\_  
(Date)

*Enclosure:*

The Schedule  
Basis of Preparation

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<sup>4</sup> This paragraph is to be included only if the Company is listed.

<sup>5</sup> The engagement partner's name is only disclosed in cases whereby the company is listed.

**COMPANY'S LETTERHEAD**

**BASIS OF PREPARATION  
OF THE ANNUAL GROSS TURNOVER**

**Annual Gross Turnover ("AGTO")**

The AGTO refers to the annual fair value of the consideration received or receivable for licensable activities in relation to all licensable activities under the [please insert type of licence] granted to [name of Licensee] ("the Licensee") by the Info-communications Media Development Authority taking into account the amount of any trade discounts and volume rebates allowed by the Licensee.



**COMPANY'S LETTERHEAD**

The Director-General (Telecoms & Post)  
Info-communications Media Development Authority  
10 Pasir Panjang Road  
#03-01 Mapletree Business City  
Singapore 117438

Attention: Director (Competition & Market Access)

Dear Sirs,

**LETTER OF UNDERTAKING**

Pursuant to Condition 2.6 of the Services-Based Operations (Individual) licence ("**SBO(I) Licence**"), I, [Name of Director], NRIC no. [ ], on behalf of the Board of Directors of [Licensee's Name] (the "**Licensee**") hereby declare that the [please insert the type of declaration

<sup>1</sup>], for the period from [dd/mm/yy] to [dd/mm/yy], is S\$[insert amount]. The above-mentioned revenue figure shall be used for the computation of the licence fee payable by the Licensee under the SBO(I) Licence granted to the Licensee by the Info-communications Media Development Authority (the "**Authority**").

I declare that the above-mentioned information submitted is true, accurate and complete, and undertake to inform the Authority if there are any changes to the above-mentioned information. Without limitation to any applicable laws, I am fully aware that providing untrue, inaccurate or incomplete information to the Authority is a breach of Condition 26.1 of the SBO(I) Licence, and the Authority may take appropriate enforcement action in such event.

Yours faithfully,

[Name of Director]  
[Signature]  
[Date]

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<sup>1</sup> For SBO(I) licensees whose annual revenue is \$35 million or less, the type of declaration required for the purpose of licence fee computation is the (i) Licensee's annual revenue figure or (ii) Licensee's total revenue for all licensable telecommunications activities.

**SERVICES-BASED OPERATIONS (INDIVIDUAL) LICENCE TO  
PROVIDE TELECOMMUNICATION SERVICES GRANTED BY  
THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY  
TO RETN PTE LTD  
UNDER SECTION 5 OF THE  
TELECOMMUNICATIONS ACT (CHAPTER 323)**

**ISSUED ON 13 JULY 2018**

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**SERVICES-BASED OPERATIONS (INDIVIDUAL) LICENCE TO  
PROVIDE TELECOMMUNICATION SERVICES GRANTED BY THE  
INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY TO  
RETN PTE LTD  
UNDER SECTION 5 OF THE  
TELECOMMUNICATIONS ACT (CHAPTER 323)**

**PART I: THE LICENCE**

The Info-communications Media Development Authority (hereinafter referred to as the “Authority”), in exercise of the powers conferred on it under Section 5 of the Telecommunications Act (Chapter 323) (hereinafter referred to as “the Act”) issued this licence (hereinafter referred to as “the Licence”) to **RETN Pte Ltd** (hereinafter referred to as “the Licensee”) to establish, install, maintain and operate a telecommunication system for the provision of the telecommunication services specified in the Licence. For the avoidance of doubt, all terms and conditions herein and in the Schedules annexed hereto, shall be collectively referred to and taken by all parties concerned as the Licence

**1 Period of Licence**

- 1.1 The Licence shall come into force on the date hereof and shall be valid for a period of five (5) years from the date hereof unless suspended or cancelled by the Authority in accordance with Condition 31 or terminated by the Licensee in accordance with Condition 33 of the Licence.
- 1.2 The Licence may be further renewed on a 5-yearly basis on the expiration of the Licence Period upon the Licensee’s application and such renewal shall be subject to such terms and conditions as the Authority may specify under Section 5 of the Act.

**2 Payment of Licence Fee**

- 2.1 The Licensee shall pay to the Authority an annual fee which is based on the audited annual gross turnover (“AGTO”) for the provision of the services during the Licensee’s financial year. The annual fee payable shall be the total of –

Issued on 13 July 2018

- (a) a minimum sum of \$4,000;
- (b) 0.5% of such amount of the Licensee's audited AGTO for the provision of the services during the Licensee's financial year that is more than \$50 million up to \$100 million; and
- (c) 0.8% of such amount of the Licensee's audited AGTO for the provision of the services during the Licensee's financial year that is more than \$100 million,

PROVIDED THAT if the only service approved by the Authority under the Licence is live Audiotex service, the Licensee shall pay a licence fee of \$200 for the duration of the Licence Period.

- 2.2 The licence fees payable under Condition 2.1 shall be forfeited if the Licence is terminated or cancelled at any time during the Licence Period.
- 2.3 For the first year of operation, the minimum annual licence fee of \$4,000 shall be payable by the Licensee within two (2) weeks of the grant of the Licence and shall be adjusted at the end of the Licensee's financial year based on the Licensee's audited accounts submitted to the Authority provided that if the only service approved by the Authority under the Licence is live Audiotex service, the licence fee of \$200 shall be payable by the Licensee within two (2) weeks of the grant (or prior to or on the date of renewal, if approved by the Authority, as the case may be) of the Licence.
- 2.4 For the subsequent years, the annual licence fee based on the last available audited accounts, shall be paid in advance on the first day of the Licensee's financial year, subject to the minimum fee of \$4,000 and subject to adjustment when more recent audited accounts are available.
- 2.5 In the event of a default by the Licensee in the payment of any fee when due under the Licence, the Licensee shall pay to the Authority interest on the amount from time to time outstanding in respect of the overdue sum for the period beginning on (and including) its due date and ending on (and excluding) the date of its receipt in full by the Authority, which interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a three hundred and sixty-five (365) day year. The applicable rate of interest shall be the average of the prevailing prime lending rates of the banks and finance companies quoted

and published by the Monetary Authority of Singapore. 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.

- 2.6 The Licensee shall submit to the Authority an audited AGTO statement, or other relevant documents as stipulated in the Authority's Guidelines for Submission of Application for Services-Based Operations Licence, not later than six (6) months after the end of each financial year. For the avoidance of doubt, this Condition 2.6 shall not apply if the only service approved by the Authority under the Licence is live Audiotex service.
- 2.7 In the event that the Licensee fails to submit its audited AGTO statement, or other relevant documents as stipulated in the Authority's Guidelines for Submission of Application for Services-Based Operations Licence, within the timeframe stipulated in Condition 2.6, the Licensee shall be under a continuing obligation to submit the same immediately notwithstanding any penalties imposed by the Authority for breach of Condition 2.6 or this Condition 2.7. For the avoidance of doubt, this Condition 2.7 shall not apply if the only service approved by the Authority under the Licence is live Audiotex service.

### **3 Provision and Update of Information**

- 3.1 The Licensee shall notify the Authority of any change or inaccuracy in the information and particulars submitted to the Authority, including changes to its name, address and contact particulars, within five (5) days of such change. For the avoidance of doubt, this condition does not relieve the Licensee of its obligation to obtain the Authority's prior approval specified under any other conditions in the Licence.
- 3.2 Where the Licensee collects money deposits or issue prepaid cards for the collection of payment from its customers for any prepaid services, the Licensee shall provide the Authority with the hotline enquiry number for that service and update the Authority of any change to the number within five (5) days of such change.

**4           Licence is not Transferable**

- 4.1       The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under the Licence to any person except with the prior written approval of the Authority.
- 4.2       Any such approval shall be given subject to terms and conditions, which the Authority at its discretion may impose.

**5           Description of System and Services**

- 5.1       The Licensee shall establish, install, maintain and operate the system (herein referred to as the “System”), for the provision of the services (herein referred to as the “Services”) as described in Schedule A, subject to the specific terms and conditions set out in Schedule B. The Licensee shall not:

- (a)     make changes to the System and the Services; and/or
- (b)     establish, install, maintain and operate any telecommunication system and/or provide any telecommunication service not described in Schedule A,

except with the prior written approval of the Authority.

- 5.2       Where the Licensee intends to:

- (a)     make changes to the System and/or the Services; and/or
- (b)     introduce a new telecommunication system and/or telecommunication service,

the Licensee shall, for the purposes of obtaining the Authority’s prior written approval, provide the Authority with such technical and non-technical information as may be required by the Authority within such period as may be specified by the Authority.

- 5.3       Any approval given by the Authority under Condition 5.1 shall be subject to such terms and conditions as the Authority may, in its discretion, impose.



## **PART II: TECHNICAL OBLIGATIONS**

### **6 Use of Telecommunication Equipment in the System**

- 6.1 Prior to the operation of the System, the Licensee shall, in accordance with Section 9 of the Act, submit for the Authority's written approval, any equipment (including the technology deployed) which is part of the System or which is to be connected to the System.
- 6.2 The Licensee shall seek the Authority's prior written approval for any other equipment (including any new technology or change in any technology deployed) to be used in the operation of the System or that is to be part of the System or which is to be connected to the System and for which 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.

### **7 Telecommunication Links Outside the Licensee's Premises**

- 7.1 The Licensee shall not establish or provide any telecommunication links outside of the Licensee's premises, whether by wire, cable, radio, fibre optics or otherwise, connecting the System to any other telecommunication system or equipment without the prior written approval of the Authority. For the avoidance of doubt, this Condition 7.1 shall not apply to any internal telecommunication links within the Licensee's premises.
- 7.2 The Licensee shall only obtain such telecommunication links outside the Licensee's premises from a licensed Facilities-Based Operator or a Services-Based Operator licensed to resell leased circuit services.

### **8 Operation of Radio-communication Stations**

- 8.1 The Licensee shall apply for and obtain all necessary rights and licences required under the Telecommunications (Radio-communication) Regulations for the operation of any radio-communication station or network comprised in the System and shall comply with the terms and conditions imposed thereunder, including the payment of all applicable

fees, licence fees and frequency fees for the allocation and management of frequencies by the Authority.

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

8.3 The Licensee shall comply, at its own cost, with any requirements and guidelines established by the Authority and the relevant authorities on the height of the antenna of any radio-communication station comprised in the System.

## **9 Use of Radio Frequencies**

9.1 Subject to the Act, the Info-communications Media Development Authority Act 2016 (hereinafter referred to as "the IMDA Act"), the Telecommunications (Radio-communication) Regulations and Conditions 8 and 9 of the Licence, the Licensee shall:

- (a) justify to the Authority its request for the use of any radio frequency;
- (b) use the radio frequencies allocated and granted to the Licensee to enable the effective and efficient operation of the System and the provision of the Services; and
- (c) in its discretion, use any part of the radio frequencies allocated and granted to the Licensee for the purposes of managing interference (including the provisioning for a guard band(s)).

9.2 The Licensee shall take all necessary steps to ensure that the use of the System and the radio-communication stations and networks comprised therein is safe and does not cause interference to other existing radio-communication stations or networks operating in the same area or radio frequency band or in other areas or radio frequency bands. The Licensee shall also take appropriate measures to ensure that the System and the radio-communication stations and networks comprised therein are adequately protected from interference that may be caused by other radio-

communication stations or networks operating in the same area or radio frequency band or in other areas or radio frequency bands.

- 9.3 The Licensee shall co-operate with the Authority for the purposes of assisting the Authority in co-ordinating and managing the use of radio frequencies in relation to neighbouring countries, including but not limited to, the provision of information to the Authority and the reduction of emission levels of any radio-communication station and network comprised in the System.

### **PART III: ACCESS AND INTERCONNECTION OBLIGATIONS**

#### **10 Requirement to Provide Access**

- 10.1 The Licensee shall provide to any person licensed by the Authority to provide telecommunication services in Singapore, means of access to the System.
- 10.2 The Licensee may, with the prior written approval of the Authority, impose an access charge upon any person licensed by the Authority to provide telecommunication services in Singapore through or with the use of the System.
- 10.3 The Licensee shall comply with the Authority's interconnection and access framework, arrangements and requirements including all applicable codes of practice, guidelines, directions and other instruments which the Authority may issue from time to time.

#### **11 Connection to Other Systems**

- 11.1 The Licensee shall connect to the System on request and at appropriate connection points, which it shall provide for this purpose:
- (a) any equipment approved or exempted from approval by the Authority for connection to the System; and
  - (b) any public or private telecommunication system approved, licensed or exempted from approval or licensing by the Authority and that meets any other requirements, which the Authority may impose from time to time.
- 11.2 Notwithstanding Condition 11.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or telecommunication system that:
- (a) has not been approved, licensed or exempted from approval or licensing by the Authority; or
  - (b) no longer meets the requirements for approval or licensing by the Authority, in respect of which the Authority has issued a notice to

that effect to the person who has, under his control, such equipment or telecommunication system.

- 11.3 The terms and conditions for the connection of any equipment or telecommunication system to the System shall be determined by agreement between the Licensee and the owner or operator of such equipment or telecommunication system except in so far as the terms and conditions are prescribed in or required by the Act, the Licence and/or applicable codes of practice, guidelines, directions and other instruments which the Authority may issue from time to time.

## **12 Arrangements for Connection to System**

- 12.1 The Licensee shall not impose any condition (whether technical or otherwise) or employ any arrangement, other than those required to be imposed by the Authority, for the connection of any equipment or telecommunication system to the System. In particular, the Licensee shall not, except where the Authority is satisfied that it is reasonable, exercise any Intellectual Property Rights (as defined hereinafter) which it owns or is licensed to use, in a manner which prevents or inhibits the connection of any approved, licensed or exempted equipment or telecommunication system to the System.
- 12.2 In Condition 12.1, “Intellectual Property Rights” means, without prejudice to its generality, the rights to patents, trademarks, designs, know-how and copyright.
- 12.3 The Licensee is required to comply with the following technical requirements and safeguards:
- (a) the Licensee shall not manipulate the Calling Line Identity of the original calling party and the original calling party Calling Line Identity shall be passed on in the conveyance of a call accordingly.
  - (b) the Licensee shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party; and
  - (c) the A-bit of the Forward Call Indicator of the Initial Access Message on the ITU-T Signalling System Number 7 ISDN User Part signalling should be set to the value “1” to identify an



international incoming call for systems inter-working. Where the Licensee operates a system which does not support ITU-T Signalling System Number 7 signalling, then the Licensee shall route such international incoming calls on specified circuits.

### **13 Changes to System**

- 13.1 The Licensee shall give notice in writing to the Authority and shall notify all parties affected of any changes it intends to implement in the specification or performance of the System which would require changes to any equipment or system connected to the System or which would have the effect of making such connection inoperable. The period of notice given shall be appropriate to the likely impact on the parties affected and on connected equipment or system and shall be decided in consultation with the Authority.
- 13.2 Where the Authority considers that a change in the System referred to in Condition 13.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes in its systems in order to connect its systems to the System, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of the Authority before implementing such a change and shall comply with such terms and conditions as the Authority, may in its discretion, impose.

## **PART IV: SERVICE OBLIGATIONS**

### **14 Price Control/Quality of Service Standards**

- 14.1 The Authority may from time to time establish price control arrangements and quality of service standards applicable to the Services provided by the Licensee and the Licensee shall comply with such arrangements and standards.
- 14.2 The Authority may from time to time require the Licensee to maintain separate financial data and accounts for the Services provided by the Licensee and the Licensee shall comply with such requirements. At the Authority's request, the Licensee shall submit its financial data and accounts to the Authority for inspection and verification.
- 14.3 The Authority may from time to time require the Licensee to file with the Authority for approval its service schemes (including price and non-price terms and conditions) for the provision of the Services prior to any commercial launch or public announcement of the Services. Any approval given by the Authority shall be subject to such terms and conditions as the Authority may, in its discretion, impose.

### **15 Publication of Charges, Terms and Conditions and Other Information**

- 15.1 The Licensee shall make publicly available information about the Services it provides. Such information shall include, *inter alia*, description and pricing of the Services available, the terms and conditions thereof and any other commercial and technical services, and such other information as the Authority may require the Licensee to publish in relation to the Services.

### **16 Confidentiality of Subscriber Information**

- 16.1 The Licensee shall ensure the confidentiality of subscriber information, especially for ex-directory numbers, and comply with any codes of practice or guidelines issued by the Authority in relation to the use of subscriber information.

- 16.2 Notwithstanding Condition 16.1, the Licensee shall disclose subscriber information, where deemed necessary to the Authority or such other relevant law enforcement or security agencies in the exercise of their functions and duties.

## **17 . Establishment of Resale Services**

- 17.1 Subject to the Act, the Licence and applicable codes of practice, guidelines and directions which the Authority may issue from time to time, the Licensee may establish marketing and distribution schemes for the resale of the Services on the condition that the resale agencies shall not market themselves as licensees providing the Services, but as appointed resellers of the Licensee to market and promote the Services on the Licensee's behalf.
- 17.2 Where the Authority is satisfied that any reseller of the Services has breached any term or condition of the resale agreement with the Licensee, or contravened the Act or applicable codes of practice, guidelines or directions issued by the Authority, the Authority may direct the Licensee to suspend or revoke the said resale agreement and the Licensee shall comply with such direction within such time as may be specified by the Authority.
- 17.3 The Authority may issue directions to the Licensee in respect of any term and condition of its resale agreements and the Licensee shall comply with such directions within such time as may be specified by the Authority and where applicable, notify its resellers immediately. For the purposes of this Condition 17, every resale agreement entered into by the Licensee with a reseller must include a provision subjecting the resale agreement to such directions as the Authority may issue from time to time.

## **18 Assignment of Numbers**

- 18.1 The Licensee shall comply with the Authority's National Numbering Plan and the Authority's framework and guidelines on the usage, allocation and assignment of numbers.
- 18.2 Any number(s) assigned to the Licensee is the property of the Authority and the Licensee shall have no proprietary right to any of the number(s)

assigned. The Licensee shall take all necessary steps to ensure that the number(s) allocated is efficiently utilised.

- 18.3 The Authority reserves the right to alter and/or reallocate any 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 number(s).

## **PART V: OTHER OBLIGATIONS**

### **19 Codes of Practice and Advisory Guidelines**

- 19.1 The Licensee shall comply with the codes of practice issued by the Authority as well as any additional or supplemental guidelines, which the Authority may issue from time to time.

### **20 Accounting Separation**

- 20.1 The Licensee shall comply with the practices, principles and requirements set out in the accounting separation guidelines established by the Authority and any other additional or supplemental guidelines which the Authority may issue from time to time.

### **21 Restriction on Undue Preference and Undue Discrimination**

- 21.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in respect of, inter alia, any of the price and performance characteristics of the Services provided or any term and condition under which the Services are provided. In particular, the Licensee shall not give any undue preference to, or receive any unfair advantage from, a business carried on by the Licensee, the Licensee's associated or affiliated company, or any other person, if the Authority is of the opinion that the Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.

### **22 Restriction Against Anti-Competitive Arrangements**

- 22.1 The Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict competition in relation to the operation of the Systems or the provision of the Services by the Licensee or any other telecommunication system and/or services licensed by the Authority.



**23            Contracts with Third Parties to Operate or Provide Licensed Systems or Services**

23.1        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 the Licence to share in any benefit of, or otherwise gain any right or privilege under the Licence, or which would otherwise result in a breach or circumvention of Condition 4.1, the Licensee shall seek the Authority's prior written approval before entering into such joint venture, association, contract or arrangement and the Authority's approval shall be subject to such terms and conditions as the Authority may, in its discretion, impose.

23.2        The Authority may, at any time, direct the Licensee to effect any change it deems necessary in any term and condition of the joint venture, association, contract or arrangement referred to in Condition 23.1. If the Licensee fails to effect the necessary changes required by the Authority, the Authority may direct the Licensee to terminate any such joint venture, association, contract or arrangement and the Licensee shall comply with such direction within such time as may be specified by the Authority. For the purposes of this Condition 23, every such joint venture, association, contract or arrangement must include a provision subjecting the joint venture, association, contract or arrangement (as the case may be) to such directions as the Authority may issue from time to time.

23.3        Nothing in Condition 23.1 shall be construed as requiring the Licensee to obtain the approval of the Authority for the appointment of agents or for the engagement of independent contractors or sub-contractors to carry out any work or provide any service which enable the Licensee to discharge its duties and obligations under the Licence provided that the Licensee shall be liable to the Authority for any act, omission, default, neglect or otherwise of the agents, independent contractors or sub-contractors in carrying out any such work or providing any such service.

**24            Ownership, Shareholding, Board Directorships and Management Arrangements**

24.1        The Licensee shall notify the Authority within five (5) days from any change in:

- (a) the appointment of its Chairman, Board of Directors or Chief Executive Officer, or
- (b) the ownership of any share or interest in the Licensee which would result in any person (the “acquiring party”) owning, whether legally or beneficially, at least 30 percent of the Licensee or its issued voting shares.

24.2 A notification in relation to Condition 24.1(b) shall include details of the change in ownership including the name of the acquiring party, the percentage of the Licensee that the acquiring party owned prior to the acquisition and the percentage of the Licensee that the acquiring party owns after the acquisition.

## **25 Dispute Resolution**

25.1 In the event that the Licensee fails to reach an agreement with other telecommunication licensees on matters relating to the requirements of the Act, the Licence, applicable codes of practice, guidelines or directions issued by the Authority from time to time, the dispute shall be referred to and be determined by the Authority, whose decision shall be final and binding on all parties concerned. For the avoidance of doubt, the Authority shall determine such disputes in its capacity as the regulatory authority and not as an arbitrator.

25.2 The Authority reserves the right to levy a fee for any work undertaken in this respect.

## **26 Provision of Information to the Authority**

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

26.2 For the purposes of ensuring the Licensee’s compliance with the conditions of the Licence, the Authority 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 the Authority's request, submit the audited accounts and reports prepared under this Condition 26.2 to the Authority for inspection and verification.

26.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by the Authority pursuant to Condition 26.1, as well as the fact that the Authority has requested for such document and/or information.

26.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 26.1 as the Authority deems fit. Where the Authority proposes to disclose any document or information obtained pursuant to Condition 26.1 and the Authority 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, the Authority will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision on whether to disclose the information.

## **27 Co-operation with Civil/Public Bodies**

27.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all possible ways to support national security, and public safety and security.

## **28 Participation in Emergency Activities**

28.1 The Licensee shall, where directed by the Authority, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the written law in Singapore.

28.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 28.1 as well as the fact that the Authority has requested the Licensee to participate in such emergency activities and preparations.

- 28.3 The Authority, may from time to time, require the Licensee to submit to the Authority 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 the Authority, at least one month before such change is intended to be implemented.

## **29 International Obligations**

- 29.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under the 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.
- 29.2 The Authority shall notify the Licensee from time to time of any such convention, agreement, arrangement or treaty to which Condition 29.1 applies for the Licensee's compliance.

## **30 Direction by the Authority**

- 30.1 In exercise of its powers, functions and/or duties under the Act, the IMDA Act, such other applicable written law in force in Singapore and/or the Licence, the Authority may from time to time issue directions to the Licensee and the Licensee shall comply with such directions within such time as may be specified by the Authority.
- 30.2 The Authority may, by written notice to the Licensee, amend, vary or revoke either wholly or in part any directions issued pursuant to Condition 30.1 and the Licensee shall, at its own expense, comply with such amended, varied or revoked direction accordingly.
- 30.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions issued by the Authority. The Licensee shall neither during the currency nor after the expiry, termination or cancellation of the 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 of the Authority. The Licensee shall further take all necessary precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

## **PART VI: SUSPENSION, CANCELLATION, VARIATION AND TERMINATION**

### **31 Penalty Framework for Breach of Licence Conditions**

- 31.1 The Authority may, upon the occurrence of any of the events specified in Section 8 of the Act, issue a written order and/or impose a financial penalty on the Licensee or suspend and/or cancel the Licence in whole or in part and/or reduce the period for which the Licence is to be in force in accordance with Section 8 of the Act.

### **32 Variation of Terms of Licence**

- 32.1 Pursuant to Section 7(1) of the Act, the Authority may vary or amend any of the terms and conditions of the Licence by giving the Licensee at least one (1) month's prior written notice.

### **33 Termination of Licence or Cessation of Systems or Services**

- 33.1 In the event that the Licensee desires to terminate the Licence or any of the Services it provides, the Licensee must obtain the Authority's prior written approval. For the purposes of this Condition 33.1, the Licensee shall give the Authority six (6) months prior written notice if it intends to terminate the Licence and three (3) months prior written notice if it intends to terminate any of the Services it provides. In the case where the Licensee intends to terminate all of the Services it provides under the Licence, the Licensee shall be deemed as intending to terminate the Licence.

### **34 Rights Upon Termination, Suspension or Cancellation**

- 34.1 Any termination, suspension or cancellation of the Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or the Authority under the Licence or any written law in force in Singapore 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.

### **35 Exceptions and Limitations on Obligations**

35.1 The Licensee shall not be held to have failed to comply with its obligations in the Licence if and to the extent that the Authority is satisfied that it is prevented from complying with such obligations for the following reasons:

- (a) malfunction or failure of any equipment where the Authority determines that reasonable measures were taken beforehand to prevent such malfunction or failure;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor, which, in the opinion of the Authority, is beyond the Licensee's reasonable control and which notwithstanding the exercise by it of reasonable diligence and foresight, the Licensee was unable to prevent or overcome,

provided that the Licensee shall use all reasonable endeavours to resolve in a timely manner any factor preventing compliance with its obligations and the Licensee shall immediately resume compliance with its obligations as soon as the factor which prevented such compliance thereof is resolved.

### **36 Compliance with the Law**

36.1 The Licensee shall observe and comply with all local laws, including but not limited to the Act, the Telecommunications (Radio-communication) Regulations, the International Telecommunication Convention and any other treaty or convention to which Singapore is a party.

36.2 Nothing in the Licence shall be taken as discharging the Licensee from its obligations to obtain any other right, licence, permit or approval that may be required under any written law in force in Singapore.



**37        Governing Law**

- 37.1        The Licence shall be governed by and construed in accordance with the laws of Singapore.

**38        Service of Notices**

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

**39        Severability**

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

**Issued on 13 July 2018**



**Director-General (Telecoms & Post)  
Deputy CE (Policy, Regulation & Competition Development)  
Info-communications Media Development Authority**

Issued on 13 July 2018

## **SCHEDULE OF INTERPRETATION**

In the Licence, unless the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa, and words importing one gender include the other gender and vice versa;
- (b) The headings to the provisions of the Licence are for convenience of reference only and are not part of the Licence and shall not, in any way affect the interpretation thereof;
- (c) Unless the context otherwise requires, any word or expression used in the Licence shall have the same meaning as ascribed to it in the Act;
- (d) Any reference to Conditions and Schedules are to conditions and schedules to the Licence;
- (e) Any reference in the Licence to the Act or IMDA Act shall include any re-enactment, and amendment thereof and any regulation made thereunder;
- (f) Any reference in the Licence to any regulation made under the Act shall include any regulation 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;
- (g) Any reference in the Licence to a person shall be deemed to include natural and legal persons;
- (h) Any reference to monetary amounts in the Licence shall be deemed to be denominated in Singapore Dollars; and
- (i) Any reference to any codes of practice, framework, guideline or any other rule, document or written instrument promulgated by the Authority shall include any amendment thereof.

## **SCHEDULE A**

### **THE SYSTEM AND SERVICES**

#### **1 THE SYSTEM**

- 1.1 The System established shall be as stated in the Licensee's application for the Licence dated 20 June 2018, and in its letters/submissions dated 20 June 2018, 22 June 2018, 29 June 2018, and 3 July 2018.

#### **2 THE SERVICES**

- 2.1 The Services provided shall be as stated in the Licensee's application for the Licence dated 20 June 2018, and in its letters/submissions dated 20 June 2018, 22 June 2018, 29 June 2018, and 3 July 2018 as follows:
- (a) Postpaid Resale of Leased Circuit Services;
  - (b) Postpaid Virtual Private Network Services;
  - (c) Postpaid Managed Data Network Services; and
  - (d) Postpaid Internet Exchange Services.
- 2.2 The Licensee is not permitted by the Authority to collect monetary deposits or issue prepaid cards for the collection of payment from its customer for the provision of the Services.

## **SCHEDULE B**

With reference to the System and Services described in Schedule A, the Licensee shall comply with the specific terms and conditions set out in the applicable Annexes 1 - 19 to this Schedule B. Please note that Annexes 7, 9, 10 and 13 are deliberately left blank and not included in this Schedule.

## **SCHEDULE B**

Annex 1  
Page 1 of 4

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

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to establish, install and maintain a telecommunication facility or system for the provision of the International Simple Resale (“ISR”) services defined in Condition 1.2 of this Annex 1.
- 1.2 ISR is an alternative International Direct Dial (“IDD”) service provided by a Services-Based Operator (“SBO”) to customers using the international transmission facilities, such as frame-relay, ATM and leased circuits, owned by Facilities-Based Operators (“FBOs”). In the case of outgoing calls (originating from Singapore), the SBO collects traffic from the public telecommunication network of any FBO which owns international transmission facilities, transfers it to a line leased from any FBO and passes it over to a public telecommunication operator in an overseas country who will then deliver the calls to their destinations. The ISR therefore involves the carrying of international calls between two ends of the public telecommunication network through international leased circuits, frame-relay circuits, ATM or other international transmission facilities.

#### **2 Fair Competition**

- 2.1 The Licensee shall not enter into any agreement or arrangement with any supplier of international public switched services in another country, that has the effect of substantially and effectively distorting competition in the supply of international telecommunication services between that country and Singapore.

## **SCHEDULE B**

Annex 1  
Page 2 of 4

### **3 International Settlement Regime**

- 3.1 The Licensee shall comply with the Authority's Guidelines on International Settlement Regime.

### **4 Metering**

- 4.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the Services provided under the Licence is accurate and reliable.
- 4.2 Under the written request of the Authority, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by the Authority. The Licensee shall submit the test results to the Authority within fourteen (14) days after the date of the test or within such other period as may be specified by the Authority.

### **5 Short Access Code**

- 5.1 The Licensee may apply for a 4-digit access code that allows callers to gain access to the ISR services. The allocation of the access code will be subject to the availability of such codes and consideration for other usage. The Licensee shall ensure that the access code allocated is used efficiently and effectively.

### **6 Registration of Subscribers**

- 6.1 The Licensee shall provide procedures for service application or registration 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. For the avoidance of doubt, this Condition 7.1 does not apply to prepaid card services.

## **SCHEDULE B**

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6.2 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

- (a) Name;
- (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
- (c) Billing address;
- (d) Service address;
- (e) Contact Information (landline number, mobile number, or email address);
- (f) Service Period (start and end date for each type of service);
- (g) Service Types:
  - (i) Service ID;
  - (ii) Assigned Client IP address and User ID/User Name (where applicable); and
- (h) Equipment ID (where applicable).

### **7 Call Barring Facilities**

7.1 The Licensee shall provide international call barring facilities to any consumer who wishes to bar the Licensee's international call services, regardless of whether the consumer is a subscriber of any service provided by

## **SCHEDULE B**

Annex 1  
Page 4 of 4

the Licensee, to further prevent any unauthorised or fraudulent activation of international call services.

### **8 Data Retention Records**

- 8.1 The Licensee shall maintain data retention records, including:
- (a) Assigned source/destination IP address and/or port (where applicable);
  - (b) Time stamps;
  - (c) Bytes/Packets counts;
  - (d) Protocol; and
  - (e) Domain name.
- 8.2 All data retention records shall be kept by the Licensee for a period of not less than twelve (12) calendar months.
- 8.3 The Authority reserves the right to require the Licensee to retain any other details as part of data retention records as necessary.



## **SCHEDULE B**

Annex 2  
Page 1 of 3

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

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to subscribe to the services from Facilities-Based Operators licensed by the Authority and to either resell the services; or to share the leased circuits with other companies for the conveyance of its own telecommunication traffic.
- 1.2 The Licensee may resell leased circuit services to the following 2 categories of customers:
  - (a) customers who are not holders of any Services-Based Operations (“SBO”) or Facilities-Based Operations (“FBO”) licence – The Licensee shall ensure that such customers do not use the leased circuit services for the carriage of any third party traffic or to offer any form of public switched telecommunication services over the leased circuits. The leased circuits shall not be connected to any public switched networks at either or both ends of the circuit(s), whether in Singapore or in other countries. Only direct, point-to-point leased circuit connections between Singapore and the final destination for corporate communication of the customers is allowed.
  - (b) customers who are holders of SBO or FBO licences – Such customers may connect the leased circuits provided by the Licensee to any public switched networks at either or both ends of the circuit(s) for the provisioning of the Services such as international simple resale.

#### **2 Declaration of Usage**

- 2.1 The Licensee shall also 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 the Authority. The Licensee shall terminate its

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agreement with the customers if such customers are found to infringe any term and condition of the Licence or any provision of the Act.

### **3 Registration of Subscribers**

3.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by the authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

- (a) Name;
- (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
- (c) Billing address;
- (d) Service address;
- (e) Contact Information (landline number, mobile number, or email address);
- (f) Service Period (start and end date for each type of service);
- (g) Service Types:
  - (i) Service ID;
  - (ii) Assigned Client IP address and User ID/User Name (where applicable); and
- (h) Equipment ID (where applicable).

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- 3.2 The register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.

### **4 Marketing**

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

### **5 Data Retention Records**

- 5.1 The Authority reserves the right to require the Licensee to retain any details as part of data retention records as necessary.

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

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to establish, install and maintain a public Internet access facility or system for the provision of public Internet access services in Singapore.

#### **2 Electronic-mail Address Portability**

- 2.1 The Licensee shall at its own expense, comply with any guidelines established by the Authority, on electronic-mail address portability required to be implemented by the Licensee.

#### **3 Content**

- 3.1 The Licensee shall comply with any term and condition as may be imposed by the Authority for the content that is transmitted through the System.

#### **4 Publication of Information in Relation to Broadband Internet Access Services**

- 4.1 The Licensee shall comply with such frameworks as may be established by the Authority for the publication of information pertaining to broadband Internet access services offered by the Licensee, including but not limited to the access speeds, throughput, round-trip latency, webpage loading time and any other information that the Authority may require the Licensee to publish.

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### **5 Registration of Subscribers**

5.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

- (a) Name;
- (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
- (c) Billing address (where applicable);
- (d) Service address (where applicable);
- (e) Contact Information (landline number, mobile number, or email address);
- (f) Service Period (start and end date for each type of service);
- (g) Service Types:
  - (i) Service ID;
  - (ii) Assigned Client IP address and User ID/User Name (where applicable); and
- (h) Equipment ID (where applicable).

5.2 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.

5.3 Before recording the particulars referred to in Condition 5.1 of this Annex, the Licensee shall:

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- (a) where the subscriber is in Singapore, require the production of the subscriber's identity card issued under the National Registration Act (Cap. 201), passport or Employment Pass and make and keep a photocopy of such evidence of identity; or
  - (b) where the subscriber is not in Singapore, the Licensee shall use its best efforts to verify the identity of the subscriber through appropriate documents that are recognised by the authorised establishments in the country of purchase.
- 5.4 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.

### **6 Registration of Retailers**

- 6.1 The Licensee shall maintain a register containing records of its retailers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the retailer:
  - (a) Name, business address, and as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;
  - (b) Where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead;
  - (c) Contact telephone number(s) of the retailer.
- 6.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 5.1, 5.2 and 5.3 of this Annex upon the registration of a subscriber and forward such information to the Licensee within two (2) days of the activation of the subscriber's account.

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- 6.3 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 6.4 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of which the retailer ceases to sell the Services of the Licensee.

### **7 Data Retention Records**

- 7.1 The Authority reserves the right to require the Licensee to retain any details as part of data retention records as necessary.

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### **SPECIFIC TERMS AND CONDITIONS FOR INTERNET EXCHANGE SERVICES**

#### **1 Scope of Services**

- 1.1 An Internet Exchange is a physical interconnection site for any operator, except a holder of a Services-Based Operator (Class) Licence, to link to the global Internet backbone that serves as a form of international transmission media. Such an exchange aggregates the operators' traffic before sending it via leased circuits to the Internet backbone in the US or other countries, thus reducing the need for each operator to set up its own direct links. An Internet Exchange may also act as a connection point for the exchange of local traffic between operators within Singapore.
- 1.2 Any interested party may apply for a Services-Based Operations (Individual) Licence to establish, install and maintain an Internet Exchange facility or system for providing high-speed bandwidth connections to the Internet backbone to any operator licensed by the Authority, except holders of an Services-Based Operator (Class) Licence, or to operators and corporations operating overseas.

#### **2 Data Retention Records**

- 2.1 The Authority reserves the right to require the Licensee to retain any details as part of data retention records as necessary.



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

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to establish a private network for the customers over a Facilities-Based Operator's ("FBO") international switching and transmission facilities or the Internet access facilities of a Services-Based Operator ("SBO"), for the purposes of providing telecommunication (including voice and data) services.

#### **2 Technical Compatibility**

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

#### **3 Metering**

- 3.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the Services provided under the Licence is accurate and reliable.
- 3.2 Under the written request of the Authority, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by the Authority. The Licensee shall submit the test results to the Authority within fourteen (14) days after the date of the test or within such other period as may be specified by the Authority.

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### **4 Registration of Subscribers**

4.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

- (a) Name;
- (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration of the company for corporate customer);
- (c) Billing address;
- (d) Service address;
- (e) Contact Information (landline number, mobile number, or email address);
- (f) Service Period (start and end date for each type of service);
- (g) Service Types:
  - (i) Service ID;
  - (ii) Assigned Client IP address and User ID/User Name (where applicable); and
- (h) Equipment ID (where applicable).

### **5 Data Retention Records**

5.1 The Authority reserves the right to require the Licensee to retain any details as part of data retention records as necessary.

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

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to establish, install and maintain a telecommunication facility or system with capabilities for the provision of Managed Data Network Services ("MDNS") defined in Condition 1.2 of this Annex 6.
- 1.2 The MDNS is a service operated by a Services-Based Operator ("SBO") which, through the use of leased circuits subscribed from a Facilities-Based Operator ("FBO") or a SBO licensed to resell leased circuit services, establishes and manages the services, circuits and networks for the conveyance of data and voice messages, on behalf of customers. The conveyance of messages may not necessarily involve format, code and protocol conversion. The MDNS includes at least 1 or more of the following types of features:
- (a) co-ordination with telecommunication operators in the establishment and management of private circuits and networks;
  - (b) provision of circuit capacity or bandwidth upon customer demand;
  - (c) fault or traffic congestion monitoring;
  - (d) alternative routing provision for fault restoration or relief of traffic congestion; and/or
  - (e) a single point of contact for customers and a single bill.

#### **2 Technical Compatibility**

- 2.1 The Licensee shall comply with any technical specifications prescribed by the Authority 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.

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### **3 Metering**

- 3.1 The Licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the Services provided under the Licence is accurate and reliable.
- 3.2 Under the written request of the Authority, the Licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, as specified by the Authority. The Licensee shall submit the test results to the Authority within fourteen (14) days after the date of the test or within such other period as may be specified by the Authority.

### **4 Registration of Subscribers**

- 4.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:
- (a) Name;
  - (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
  - (c) Billing address;
  - (d) Service address;
  - (e) Contact Information (landline number, mobile number, or email address);
  - (f) Service Period (start and end date for each type of service);
  - (g) Service Types:

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- (i) Service ID;
- (ii) Assigned Client IP address and User ID/User Name (where applicable); and
- (h) Equipment ID (where applicable).

### **5 Data Retention Records**

- 5.1 The Authority reserves the right to require the Licensee to retain any details as part of data retention records as necessary.

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### **SPECIFIC TERMS AND CONDITIONS FOR MOBILE VIRTUAL NETWORK OPERATION**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to operate as a Mobile Virtual Network Operator (“MVNO”). A MVNO is an operator who provides mobile subscription and call services to its customers with no allocation of spectrum. The MVNO must use part of the networks of a mobile operator licensed by the Authority as a Facilities-Based Operator (“FBO”) to originate and deliver its customers’ calls. The MVNO must pay such FBO for the use of the network and/or the essential radio segment of the network(s).

#### **2 Public Emergency Call Services**

- 2.1 The Licensee shall ensure that any person through functioning mobile terminal equipment may at any time and without charge, contact the relevant police service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister may from time to time designate, for the purpose of notifying the relevant services of any emergency.

#### **3 Number Portability**

- 3.1 The Licensee shall implement number portability from commencement of provision of the Service.
- 3.2 The Licensee shall comply, at its own expense, with any requirement and guidelines established by the Authority on number portability.

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### **4 Minimum Age of Subscribers**

- 4.1 The Licensee shall not provide the Services to any person below 15 years of age.

### **5 Registration of Subscribers of Prepaid Service**

- 5.1 The Licensee shall maintain a register containing records of its prepaid subscribers (“Register of Prepaid Subscribers”) and their particulars which shall be made available for inspection by authorised Singapore government agencies. The Register of Prepaid Subscribers shall contain the following particulars of the subscribers:

- (a) Name;
- (b) Address;
- (c) Identity Number (as applicable, NRIC number, 11B number, passport number, FIN, work permit number, or relevant pass number<sup>1</sup> of the subscriber and business registration number of the company for corporate customer);
- (d) Contact Information (landline telephone number, mobile telephone number, or email address);
- (e) Service Period (start and end date for each type of service);
- (f) Service Type(s):
  - (i) Service ID (e.g., International Mobile Subscriber Identity (“IMSI”) numbers and Mobile Subscriber Integrated Services Digital Network Numbers (“MSISDN”) assigned to the subscriber);

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<sup>1</sup> The relevant pass number refers to the nine (9) additional documents spelt out in Condition 5.3 (a).  
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(ii) Assigned Client IP address and User/ID/User Name (where applicable); and

(g) Equipment ID (where applicable).

5.2 The Authority reserves the right to require the Licensee to record any other details as necessary in the Register of Prepaid Subscribers.

5.3 Before recording the particulars referred to in Condition 5.1 of this Annex 8, the Licensee shall:

(a) where the subscriber purchases the prepaid Service(s) in Singapore, require the production of the subscriber's identity card issued under the National Registration Act (Cap. 201), the Singapore Armed Forces Act (Cap. 295), the Police Force Act (Cap 235), the Civil Defence Act (Cap. 42), passport or the following documentation as applicable:

- (i) S Pass
- (ii) Employment Pass
- (iii) EntrePass
- (iv) Training Employment Pass
- (v) Personalised Employment Pass
- (vi) Work Holiday Pass
- (vii) Dependant's Pass
- (viii) Long Term Pass
- (ix) Student's Pass

and make and keep a photocopy of such evidence of identity; or

(b) where the subscriber purchases the prepaid Service(s) outside of Singapore, the Licensee shall use its best efforts to verify the identity of the subscriber through appropriate documents that are recognised by the authorised establishments in the country of purchase.



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- 5.4 The Register of Prepaid Subscribers shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.
- 5.5 The Licensee shall not sell more than the prescribed limit of the prepaid Service to a subscriber.

### **6 Registration of Retailers of Prepaid Service**

- 6.1 The Licensee shall:
- (a) only allow its authorised retailers to sell its prepaid Service and
  - (b) allocate its prepaid Service to its authorised retailers based on actual sales and activation.
- 6.2 The Licensee shall maintain a register containing records of every retailer of its prepaid Service (the “Register of Prepaid Retailers”), which shall be made available for inspection by authorised Singapore government agencies. The Register of Prepaid Retailers shall contain the following particulars of the retailer:
- (a) Name, business address, and as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;
  - (b) Where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead;
  - (c) Contact telephone number(s) of the retailer; and
  - (d) Prepaid cellular mobile number accounts allocated by the Licensee to the retailer for sale.

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- 6.3 The Licensee shall ensure that the retailers selling its prepaid Service obtain the information and observe the requirements set out in Conditions 5.1, 5.2 and 5.3 of this Annex 8. Where the Licensee's retailer conducts in-flight or overseas sales of the Licensee's prepaid Service, the Licensee shall ensure that such retailer forwards the subscriber's records to the Licensee within seven (7) working days from the date of purchase.
- 6.4 The Authority reserves the right to require the Licensee to record any other details in the Register of Prepaid Retailers.
- 6.5 The Register of Prepaid Retailers shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date on which the retailer ceases to sell the Licensee's prepaid Service.

### **7 Registration of Subscribers of Postpaid Service**

- 7.1 The Licensee shall provide procedures for postpaid Service application or registration before any postpaid Service activation to ensure that subscribers are properly signed up for the postpaid Service and that the right parties are being billed.
- 7.2 The Licensee shall maintain a register containing records of its postpaid subscribers (the "Register of Postpaid Subscribers") and their particulars which shall be made available for inspection by authorised Singapore government agencies. The Register of Postpaid Subscribers shall contain the following particulars of the subscribers:
  - (a) Name;
  - (b) Identity number (as applicable, NRIC number, 11B number, FIN, or passport number of the subscriber and business registration number of the company for corporate customer);
  - (c) Billing address;
  - (d) Service address (where applicable);

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- (e) Contact Information (landline telephone number, mobile telephone number, or email address);
  - (f) Service Period (start and end date for each type of service);
  - (g) Service Type(s):
    - (i) Service ID (e.g., International Mobile Subscriber Identity (“IMSI”) numbers and Mobile Subscriber Integrated Services Digital Network Numbers (“MSISDN”) assigned to the subscriber);
    - (ii) Assigned Client IP address and User/ID/User Name (where applicable); and
  - (h) Equipment ID (where applicable).
- 7.3 The Authority reserves the right to require the Licensee to record any other details in the Register of Postpaid Subscribers.
- 7.4 Before recording the particulars referred to in Condition 7.2 of this Annex 8, the Licensee shall require the production of the subscriber’s identity card issued under the National Registration Act (Cap. 201), the Singapore Armed Forces Act (Cap. 295), the Police Force Act (Cap. 235), the Civil Defence Act (Cap. 42), passport or Employment Pass as applicable and make and keep a photocopy of such evidence of identity.
- 7.5 The Register of Postpaid Subscribers shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.

### **8 Registration of Retailers of Postpaid Service**

- 8.1 The Licensee shall maintain a register containing records of every retailer of its postpaid Service (the “Register of Postpaid Retailers”), which shall be made available for inspection by authorised Singapore government agencies.

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The Register of Postpaid Retailers shall contain the following particulars of the retailer:

- (a) Name, business address, and as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;
- (b) Where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead;
- (c) Contact telephone number(s) of the retailer; and
- (d) Postpaid cellular mobile number accounts allocated by the Licensee to the retailer for sale.

8.2 The Authority reserves the right to require the Licensee to record any other details in the Register of Postpaid Retailers.

8.3 The Register of Postpaid Retailers shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date on which the retailer ceases to sell the Licensee's postpaid Service.

### **9 Access to the Registration Information**

9.1 The Licensee shall ensure that all electronic systems (including systems used by its authorised retailers) connected to and used for the purposes of maintaining the Register of Prepaid Subscribers and Register of Prepaid Retailers under Conditions 5 and 6 of this Annex 8, and the Register of Postpaid Subscribers and Register of Postpaid Retailers under Conditions 7 and 8 of this Annex 8, are in compliance with internationally recognised information security standards including but not limited to the ISO/IEC 27002:2013 Code of Practice for Information Security Controls.

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- 9.2 The Licensee shall maintain records of all access by any persons to the Register of Prepaid Subscribers, Register of Prepaid Retailers, Register of Postpaid Subscribers and Register of Postpaid Retailers (“Records of Access”), where applicable. The Records of Access shall include the name, user ID and employer company of any person accessing the registers, the date and time of each incidence of access by such person, and any other information which the Authority may require the Licensee to include from time to time.
- 9.3 The Records of Access shall be submitted to authorised Singapore government agencies for audit checks where required by the authorised Singapore government agencies.
- 9.4 The Authority reserves the right to require the Licensee to comply with any other security requirements relating to the Register of Prepaid Subscribers, Register of Prepaid Retailers, Register of Postpaid Subscribers and Register of Postpaid Retailers.

### **10 Termination of Service**

- 10.1 In the event that the Licensee fails to comply with Conditions 4.1 and 5.5 for prepaid Service and/or Condition 4.1 for postpaid Service, in respect of any subscriber, the Licensee shall as soon as practicable, terminate the prepaid Service and/or postpaid Service to that subscriber, where applicable, within fourteen (14) days of the sale of the prepaid Service and/or postpaid Service and/or after giving reasonable notice to the subscriber via Short Message Service (“SMS”) or other suitable means. The foregoing shall be without prejudice to the Authority’s right to take enforcement action against the Licensee for failing to comply with the said conditions.

### **11 Data Retention Records**

- 11.1 The Authority reserves the right to require the Licensee to retain any details as part of data retention records as necessary.

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

#### **1 Scope of Services**

- 1.1 The Licensee shall establish, install, maintain and operate the value-added network ("VAN") that connects callers to a live operator which provides information or advice on specific topics over the telephone.
- 1.2 Access to the VAN by a caller shall be gained only through a public switched telephone network belonging to a Facilities-Based Operator ("FBO") licensed by the Authority.
- 1.3 The Licensee shall not connect private international leased circuits belonging to the licensed FBO to the VAN without the prior approval of the Authority.
- 1.4 The Licensee shall ensure the VAN and/or the private leased circuits are used solely for the purpose of transportation and/or delivery of the live Audiotex services.

#### **2 Transmission of the Live Audiotex Services**

- 2.1 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 interruptions during the announcement or programme; and
  - (d) such other standards as may be specified by the Authority.

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- 2.2 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 live Audiotex services and shall subscribe for additional lines from licensed FBOs to adequately handle calls for the live Audiotex services and to prevent congestion to other users of the public switched telephone system.
- 2.3 The Licensee shall not, except with the prior arrangement with the licensed FBOs, organise any mass calling event which will generate a high influx of calls to the live Audiotex services.
- 2.4 The Licensee shall not enable callers to communicate amongst themselves directly in real-time.
- 2.5 The Licensee shall ensure that the VAN and/or the live Audiotex services provided through it are not used for any unlawful purpose.

### **3 Content and Accuracy of Announcements/Programmes**

- 3.1 The Licensee shall be solely responsible for the content and its accuracy and shall obtain all necessary approvals from the relevant authorities in Singapore.
- 3.2 The Licensee shall indemnify and keep indemnified at all times the Authority 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 by or through the VAN.

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### **4      Announcement of Call Duration**

- 4.1    The Licensee shall arrange for the live operator to announce the call duration to callers at regular intervals of a maximum of 15 minutes or less. The Licensee may either charge an information fee on per minute basis or a fixed fee on a per call basis. If the Licensee decides not to make regular announcements of call duration, he shall only charge a fixed fee on a per call basis. The fixed fee shall also be applicable to mixed pre-recorded and live Audiotex services that provide an option for a caller to talk to a live operator after listening to a pre-recorded information or programme.

### **5      Announcement of Call Charges**

- 5.1    The Licensee shall ensure that its current call charges are published in all advertisements for the live Audiotex services.
- 5.2    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 callers 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.

### **6      Data Retention Records**

- 6.1    The Licensee shall maintain Call Detail Records (“CDRs”) of all calls made and received through the Services, which are operated and/or provided in Singapore.
- 6.2    All CDRs shall be kept by the Licensee for a period of not less than twelve (12) calendar months.



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- 6.3 The Authority reserves the right to require the Licensee to retain any other details as part of data retention records as necessary.

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### **SPECIFIC TERMS AND CONDITIONS FOR PREPAID SERVICES**

#### **(A) Prepaid Call-back / Call Re-origination Services**

##### **1 Scope of Services**

- 1.1 Call-back and call re-origination services are International Direct Dial (“IDD”) call reversal services passing over any Facilities-Based Operator’s (“FBO”) international telephone gateway and public switched telecommunication network or local call reversal services passing over any FBO’s public switched telecommunication network. It does not include the carriage of voice and/or data traffic over frame-relay or through leased circuits.

##### **2 Specific Conditions**

- 2.1 The Licensee shall not route the voice or data traffic or both over frame-relay or through leased circuits.
- 2.2 The Licensee shall distinguish its services from IDD services by including the term “call-back”, “call re-origination” or its equivalent in their marketing and promotion materials.

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### **(B) Prepaid Internet-Based Voice and Data Services**

#### **1 Scope of Services**

- 1.1 The Internet-based voice and data services are the carriage of voice and/or data services through the Internet access facilities provided by an Services-Based Operator (“SBO”).

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### **(C) Prepaid International Calling Card Services**

#### **1 Scope of Services**

- 1.1 The International Calling Card (“ICC”) services are services that use Personal Identification Number (“PIN”) validation and call routing through an FBO’s international telephone gateway to provide IDD services.

#### **2 Specific Condition**

- 2.1 The Licensee shall not route voice or data traffic or both over frame-relay or through leased circuits.

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### **(D) Prepaid Resale of Public Switched Telecommunication Services**

#### **1 Scope of Services**

1.1 The public switched telecommunication services specified in Condition 1.2 of this Section (D) of Annex 12 may be resold where they are provided through:

- (a) an FBO who is licensed to provide public basic telecommunication services, public cellular mobile telephone services or public radio paging services; or
- (b) an SBO who is licensed to provide international simple resale, mobile virtual network operation, international calling card services, Internet-based voice and/or data services, or call-back and call re-origination services.

1.2 The telecommunication services referred to in Condition 1.1 of this Section (D) of Annex 12 are the following public switched telecommunication services (whether domestic or international):

- (a) public switched telephone services, other than public chain payphone services and services exempted from licensing under the Telecommunications (Exemption of Resellers of Local Calls Operating Coinafons or Payphones) Order 2007;
- (b) public cellular mobile telephone services;
- (c) public radio paging services;
- (d) public switched message services;
- (e) public switched data services; and
- (f) public integrated services digital network services.

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### **2 Specific Conditions**

- 2.1 The Licensee shall not, except with the approval of the Authority, engage in the construction or building of any telecommunication system.
- 2.2 Where the Licensee subscribes to any domestic or international leased circuit, it shall not, except with the approval of the Authority, provide its users with any direct or indirect connection to that leased circuit.
- 2.3 The Licensee shall market itself as a reseller of telecommunication services.
- 2.4 The Licensee shall list the rental of equipment charge and the usage charge separately in its bills to its users.
- 2.5 Where the Licensee provides the services through resale or shared use of PABX, the Licensee shall not restrict the occupants of the premises served by the PABX from subscribing to services or facilities directly from any FBO or SBO.
- 2.6 The Licensee shall enter into a written service agreement with each of its users except users of an international payphone services provided by the Licensee in any single customer premises.

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### **(E) Prepaid Store-and-Retrieve Value-Added Network Services**

#### **1 Scope of Services**

- 1.1 Store-and-retrieve ("S&R") value-added network services are any of the following services provided by telecommunication systems, built over and above the telecommunication systems operated by an FBO and accessed through public telecommunication systems or leased circuits, which allow telecommunication traffic between a user and the value-added network or between users:
- (a) on-line information and database retrieval services;
  - (b) on-line information and data processing services;
  - (c) voice information services;
  - (d) electronic broking services;
  - (e) transaction services such as on-line shopping, on-line reservation service, etc.;
  - (f) remote computing services;
  - (g) on-line games;
  - (h) mailbox services including e-mailbox, voice-mailbox, facsimile-mailbox and multimedia mailbox;
  - (i) electronic data interchange services;
  - (j) store-and-retrieve file transfer services;
  - (k) electronic chatting services;
  - (l) bulletin board services; and
  - (m) other multimedia services where the content or format of the telecommunication traffic is changed or processed.

#### **2 Specific Conditions**

- 2.1 The Licensee shall not, except with the prior approval of the Authority, carry any store-and-forward telecommunication traffic through the value-added network.

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- 2.2 The Licensee shall not, except with the prior approval of the Authority, provide value-added network services of another value-added network through a leased circuit connecting its value-added network to the other value-added network.
- 2.3 The Licensee must publish its name as registered with the Accounting and Corporate Regulatory Authority in any advertisement of its services.



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### **(F) Prepaid Store-and-Forward Value-Added Network Services**

#### **1 Scope of Services**

- 1.1 The store-and-forward value-added network services are the services specified in paragraph 1.2 which have a value-added function at one end (such as, the originating end) and are provided only on a call-by-call basis.
- 1.2 The store-and-forward value-added network services referred to in paragraph 1.1 are any or both of the following:
  - (a) value-added data services being packet switched data services which convey end-to-end non-voice traffic by providing the value-added function of code and protocol conversion; and
  - (b) value-added messaging services being value-added store-and-forward electronic-messaging service, value-added store-and-forward facsimile, value-added store-and-forward telex (excluding telegram) services and value-added store-and-forward voice mail services that provide one or more of the following value-added store-and-forward functions on a non real-time basis:
    - (i) deferred delivery;
    - (ii) multi-addressing;
    - (iii) content conversion;
    - (iv) format conversion such from text-to-fax, text-to-telex, text-to-voice, fax-to-telex, fax-to-voice, telex-to-voice or vice versa;
    - (v) processing of control information (such as destination address) with or without modification to the content; or
    - (vi) any other conversion that provides the users with additional, different or restructured information.

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### **2 Specific Conditions**

- 2.1 A licensee shall ensure that the value-added function is to be provided on a call-by-call basis.
- 2.2 In the event that a licensee decides to terminate its value-added network services, it must notify the Authority in writing of its intent.
- 2.3 A licensee must provide the store-and-forward value-added network services through –
  - (a) a service node in Singapore and, whenever requested by the Authority, make available the information on the routing table, subscriber database, call traffic statistics and other records maintained by the service node for inspection by the Authority; or
  - (b) a local access node which is connected to the public switched telecommunication networks provided by an FBO.

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### **SPECIFIC TERMS AND CONDITIONS FOR IP TELEPHONY SERVICES**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to provide IP Telephony services using E.164 telephone numbers<sup>2</sup> for such services and assigning such numbers to the Licensee's customer (referred to in this Annex as an "IP telephony number"). Such services allow customers to make and receive voice, data and/or video calls using the same telephone number from any domestic or overseas location where broadband Internet access is available.

#### **2 Public Emergency Call Services**

- 2.1 The Licensee shall disclose in advance to its customers whether the Services it provides may be used to contact the police emergency service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister may from time to time designate, for the purpose of notifying such services of any emergency.
- 2.2 The Licensee shall not charge its customers for any use of the Services to contact the emergency services referred to in Condition 2.1 of this Annex.
- 2.3 The Licensee shall comply with Condition 12.3 of the Licence for all calls made to the emergency services referred to in Condition 2.1 of this Annex.
- 2.4 The Authority reserves the right to require the Licensee to comply with additional safety and security safeguards to enhance security measures for public and national safety.

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<sup>2</sup> An International Telecommunications Union Telecommunications Standardization (ITU-T) standard network addressing format for telephone numbers. The E.164 addresses are 15 decimal digits long and include a country code, area or city code, and a local number.

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### **3 Number Portability**

- 3.1 The Licensee shall at its own expense, comply with any requirement and guidelines established by the Authority on number portability required to be implemented by the Licensee.

### **4 Registration of Subscribers**

- 4.1 The Licensee shall maintain a register containing records of its subscribers; and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

- (a) Name;
- (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
- (c) Billing address;
- (d) Service address (where applicable);
- (e) Contact Information (landline number, mobile number, or email address);
- (f) Service Period (start and end date for each type of service);
- (g) Service Types:
  - (i) Service ID;
  - (ii) Assigned Client IP address and User ID/User Name (where applicable); and
- (h) Equipment ID (where applicable).

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- 4.2 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.
- 4.3 Before recording the particulars referred to in Condition 4.1 of this Annex, the Licensee shall:
- (a) where the subscriber is in Singapore, require the production of the subscriber's identity card issued under the National Registration Act (Cap. 201), passport or Employment Pass and make and keep a photocopy of such evidence of identity; or
  - (b) where the subscriber is not in Singapore, the Licensee shall use its best efforts to verify the identity of the subscriber through appropriate documents that are recognised by the authorised establishments in the country of purchase.
- 4.4 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.

### **5 Registration of Retailers**

- 5.1 The Licensee shall maintain a register containing records of its retailers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the retailer:
- (a) Name, business address, and as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;
  - (b) Where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead;
  - (c) Contact telephone number(s) of the retailer; and

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(d) IP telephony number accounts allocated by the Licensee to the retailer for sale.

5.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 4.1, 4.2 and 4.3 of this Annex upon the registration of a subscriber and forward such information to the Licensee within two (2) days of the activation of the subscriber's account.

5.3 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of retailers.

5.4 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of which the retailer ceases to sell the Services of the Licensee.

### **6 Provision of Directory Enquiry Services**

6.1 The Authority reserves the right to require the Licensee to do the following:

(a) to provide directory enquiry services based on an integrated customer database upon request to any person to whom the Licensee provides the Services; and

(b) to provide directory enquiry services for subscribers of other licensees, and the Licensee shall comply with such requirements imposed.

### **7 Provision of Integrated Directories**

7.1 The Authority reserves the right to require the Licensee to do the following:

(a) to provide integrated directories for all subscribers at no charge (except with the approval of the Authority) and at annual intervals or any other intervals to be agreed with the Authority; and

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- (b) to exchange all relevant customer data with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services,

and the Licensee shall comply with such requirements imposed.

- 7.2 The Licensee shall, if necessary, and subject to charges, terms and conditions to be agreed with other licensees, provide integrated directories for their subscribers. In the event that agreement cannot be reached, the matter shall be determined by the Authority, whose decision shall be final.

### **8 Data Retention Records**

- 8.1 The Licensee shall maintain data retention records including source IP address and port, start and end time of the sessions. All data retention records shall be kept by the Licensee for a period of not less than twelve (12) calendar months.
- 8.2 The Licensee shall maintain Call Detail Records (“CDRs”) of all calls made and received through the Service, which are operated and/or provided in Singapore.
- 8.3 All data retention records including CDRs shall be kept by the Licensee for a period of not less than twelve (12) calendar months.
- 8.4 The Authority reserves the right to require the Licensee to retain any other details as part of data retention records as necessary.

### **9 Additional Conditions for Provision of IP Telephony Services Utilising Level “6” Telephone Numbers**

- 9.1 Where the Licensee provides any of the Services utilising a level “6” telephone number, he shall comply with Conditions 9.2 to 9.8 in respect of such services (hereinafter referred to as “Level “6” Services”). For the purposes of these Conditions, “Fixed Network Telecommunication Services” means fixed line basic telephony services associated with number level “6”.

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9.2 The Licensee shall ensure that subscribers of its Level “6” Services must be able to receive and make voice calls from/to subscribers on any public switched telecommunication network, public mobile network or public digital voice network in Singapore.

9.3 The Licensee shall ensure that:

(a) any person through customer premises equipment that enables the use of its Level “6” Services; and

(b) any person through its public payphones that enables the use of its Level “6” Services,

may at any time and without charge, contact the relevant police emergency service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister may from time to time designate to be provided by operators of Fixed Network Telecommunication Services, for the purpose of notifying them of any emergency.

9.4 The Licensee shall ensure that its Level “6” Services comply with the same quality of service standards as may be established by the Authority from time to time for Fixed Network Telecommunication Services.

9.5 The Licensee shall ensure that its Level “6” Services are only provided to domestic customers (within Singapore) with a Singapore registered and billing address.

9.6 The Licensee shall ensure that its Level “6” Services comply with the same standards and requirements for number portability as may be established by the Authority from time to time for Fixed Network Telecommunication Services.

9.7 The Licensee shall:

(a) provide directory enquiry services based on an integrated customer database upon request to any person to whom the Licensee provides its Level “6” Services; and



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- (b) provide directory enquiry services for subscribers of other licensees in relation to all persons to whom the Licensee provides its Level “6” Services.

9.8 The Licensee shall:

- (a) provide integrated directories to subscribers of its Level “6” Services in accordance with such requirements as may be established by the Authority; and
- (b) exchange all relevant customer data of subscribers of its Level “6” Services with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services.

The Licensee shall, if necessary, and subject to charges, terms and conditions to be agreed with other licensees, provide integrated directories for their subscribers. In the event that agreement cannot be reached, the matter shall be determined by the Authority, whose decision shall be final.

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### **SPECIFIC TERMS AND CONDITIONS FOR VOICE AND DATA SERVICES WITH MASKING OF CALLING LINE IDENTITY**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to provide voice and data services with masking of the Calling Line Identity (“CLI”) of the calling party and/or called party. Such services allow subscribers of the Services to make and receive calls anonymously using masking numbers<sup>3</sup>.
- 1.2 The Services shall be offered and provided only to the following persons:
  - (a) properly-registered subscribers of any public switched telephone services operated in Singapore by any Facilities-Based Operator (“FBO”) designated by the Authority as a Public Telecommunication Licensee; and
  - (b) properly-registered subscribers of any public cellular mobile telephone services operated in Singapore by any FBO.

The Licensee may offer the Services to members of the public who possess valid and authenticated levels “6”, “8” and “9” numbers.

#### **2 Registration of Subscribers**

- 2.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

- (a) Name;

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<sup>3</sup> Subject to the Authority’s approval, the Licensee of Voice and Data Services with Masking of CLI is exempted from Condition 12.3(a) of the Licence.

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- (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
  - (c) Billing address;
  - (d) Service address (where applicable);
  - (e) Contact Information (landline number, mobile number, or email address);
  - (f) Service Period (start and end date for each type of service);
  - (g) Service Types:
    - (i) Service ID;
    - (ii) Assigned Client IP address and User ID/User Name (where applicable);
  - (h) Equipment ID (where applicable);
  - (i) The masking number assigned to the subscriber;
  - (j) The history of all previous subscriptions to the Services by the subscriber (if any) including the details of the activation dates of such previous subscriptions and the masking numbers assigned in respect of such previous subscriptions; and
  - (k) Other demographic information.
- 2.2 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.

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- 2.3 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.

### **3 Public Emergency Call Services**

- 3.1 The Licensee shall ensure that it does not enable voice and data calls with masking of CLI to be made to the police emergency service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister may from time to time designate, for the purpose of notifying such services of any emergency.

### **4 Restrictions on the Provision of the Services**

- 4.1 The Licensee shall not provide the Services as prepaid services, or offer the Services to customers of mobile prepaid SIM cards of FBOs or customers of mobile prepaid SIM cards of SBOs that are licensed to operate as a Mobile Virtual Network Operator ("MVNO").
- 4.2 The Licensee shall not enable the Services to be used for foreign roaming numbers or overseas numbers.
- 4.3 The Licensee shall ensure that it does not enable voice and data calls with masking of CLI to be made to –
- (a) any telephone number that is 5-digits and below; and
  - (b) any 11-digit telephone number (e.g. 1800-xxxxyyyy, 1900-xxxxyyyy).
- 4.4 The Licensee shall take appropriate measures, including suspension or termination of the Services provided to any of its subscribers where necessary, to prevent the subscriber from using the Services to contravene any law or to cause disturbance or nuisance to any person or disrupt the provision or

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operation of any telecommunications service by other licensees of the Authority.

### **5 Support to Government Agencies**

- 5.1 The Licensee shall ensure that it is able to trace the calling and called parties of all calls originating from or terminating at the subscribers.
- 5.2 The Licensee shall work and cooperate fully with the authorised Singapore government agencies to render assistance in the tracing of calls originating from or terminating at its subscribers as and when required by authorised Singapore government agencies in a timely manner.

### **6 Data Retention Records**

- 6.1 The Licensee shall maintain data retention records, including:
  - (a) Assigned source/destination IP address and/or port (where applicable);
  - (b) Time stamps;
  - (c) Bytes/Packets counts;
  - (d) Protocol; and
  - (e) Domain name.
- 6.2 The Licensee shall also maintain Call Detail Records (“CDRs”) of all calls made and received through the Service, which are operated and/or provided in Singapore.
- 6.3 All data retention records, including CDRs, shall be kept by the Licensee for a period of not less than twelve (12) calendar months.
- 6.4 All data retention records, including CDRs, shall be made available for inspection by authorised Singapore government agencies in a timely manner.

Issued on 13 July 2018

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- 6.5 The Authority reserves the right to require the Licensee to retain any other details as part of data retention records as necessary.

### **7 Masking Numbers**

- 7.1 The Licensee shall only assign level “6” E.164 numbers to its subscribers as masking numbers. The Licensee shall provide and update the Authority with the list of level “6” numbers that are used for the Services before assigning it to any subscribers.
- 7.2 The Licensee shall maintain an interval period of no less than 1 day before recycling any masking numbers for assignment to its subscribers.
- 7.3 The Licensee shall be required to subscribe to the level “6” numbers from the FBO(s) in accordance with the registration requirements imposed by the FBO(s).
- 7.4 The Authority reserves the right to assign a new telephone number range specifically allocated to be used as masking numbers at any time upon written notice to the Licensee and the Authority shall not be liable to any person for any loss or inconvenience directly or indirectly attributable to the assignment of such telephone number.

### **8 Security Safeguards**

- 8.1 The Authority reserves the right to require the Licensee to comply with additional security safeguards to enhance security measures for public and national safety.

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### **SPECIFIC TERMS AND CONDITIONS FOR SATELLITE MOBILE TELEPHONE OR DATA SERVICES**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to provide mobile satellite services such as voice telephony, paging, data, messaging or broadband multimedia services on a regional basis, using Low Earth Orbit ("LEO"), Medium Earth Orbit ("MEO") or Geostationary Orbit ("GEO") satellite technologies.
- 1.2 For avoidance of doubt, the Licence is only for providing mobile satellite services and not for setting up the operation of a mobile satellite system.

#### **2 Registration of Subscribers**

- 2.1 The Licensee shall provide procedures for service application or registration before any service activation to ensure that subscribers are properly signed up for the Services and that the right parties are being billed.
- 2.2 The Licensee shall maintain a register containing records of every subscriber based in Singapore which shall be made available for inspection by authorised Singapore government agencies. The register shall contain the following particulars of the subscribers:
  - (a) Name;
  - (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
  - (c) Billing address (where applicable);
  - (d) Service address (where applicable);

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- (e) Contact Information (landline number, mobile number, or email address);
  - (f) Service Period (start and end date for each type of service);
  - (g) Mobile/fixed satellite communicator serial number of the subscriber; and
  - (h) Equipment ID (where applicable).
- 2.3 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.
- 2.4 Before recording the particulars referred to in Condition 2.2 of this Annex, the Licensee shall require the production of the subscriber's identity card issued under the National Registration Act (Cap. 201), the Singapore Armed Forces Act (Cap. 295), the Police Force Act (Cap. 235), the Civil Defence Act (Cap. 42), passport or Employment Pass as applicable and make and keep a photocopy of such evidence of identity.
- 2.5 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.

### **3 Registration of Retailers**

- 3.1 The Licensee shall maintain a register containing records of its retailers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the retailer:
- (a) Name, business address, and as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;



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- (b) Where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead;
  - (c) Contact telephone number(s) of the retailer; and
  - (d) Mobile/fixed satellite communicator serial numbers allocated by the Licensee to the retailer for sale.
- 3.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 2.2, 2.3 and 2.4 of this Annex upon the registration of a subscriber and forward such information to the Licensee within two (2) days of the activation of the subscriber's account.
- 3.3 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 3.4 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date on which the retailer ceases to sell the Services of the Licensee.

### **4 Data Retention Records**

- 4.1 The Licensee shall maintain data retention records, including:
  - (a) Assigned source/destination IP address and/or port (where applicable);
  - (b) Time stamps;
  - (c) Bytes/Packets counts;
  - (d) Protocol; and
  - (e) Domain name.

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- 4.2 The Licensee shall also maintain Call Detail Records (“CDRs”) of all calls made and received through the Service, which are operated and/or provided in Singapore.
- 4.3 All data retention records, including CDRs, shall be kept by the Licensee for a period of not less than twelve (12) calendar months.
- 4.4 All data retention records, including CDRs, shall be made available for inspection by authorised Singapore government agencies in a timely manner.
- 4.5 The Authority reserves the right to require the Licensee to retain any other details as part of data retention records as necessary.

### **5 Additional Condition on the Use of Radio Frequencies**

- 5.1 Where applicable, the Licensee shall apply for and obtain the rights to use the radio frequencies and shall comply with the terms and conditions imposed by the Authority in connection with such use of radio frequencies, including the payment of all applicable fees, such as the annual frequency fees, for the allocation and management of frequencies by the Authority.

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### **SPECIFIC TERMS AND CONDITIONS FOR MOBILE COMMUNICATIONS ON AIRCRAFT**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to operate Mobile Communications on Aircraft (“MCA”) as defined in Condition 1.2 of this Annex on aircraft registered in Singapore or in another country.
- 1.2 The MCA is provided by one or more pico cell Base Transceiver Station. The MCA is a part of the GSM system of a home terrestrial GSM network operator (hereinafter referred to as “a GSM network operator” or “the GSM network operator” as the case may be). All GSM-related functions such as authentication, call-routing, data retention, subscription information, etc. are controlled by the GSM network operator. The operation of MCA effectively extends the service coverage of the GSM network into the sky.

#### **2 Registration of Subscribers**

- 2.1 The Licensee shall not operate the MCA as a separate network from all other GSM networks. The Licensee shall not register users of the MCA as subscribers to a separate network.
- 2.2 The Licensee shall make arrangements with a GSM network operator under a roaming agreement to collect the service fees for the use of MCA. The service fees shall be charged through the user’s mobile phone account with the GSM network operator.

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### **3 Conditions of Operation**

- 3.1 The Licensee shall ensure that the operation of MCA in Singapore airspace complies with the technical and operational requirements as prescribed in the Annex to the ECC Decision ECC/DEC(06)07<sup>4</sup>.
- 3.2 Unless specifically allowed otherwise by the Authority, the Licensee shall only operate the MCA at a minimum height of 3000 metres above ground in Singapore airspace.
- 3.3 The Licensee shall obtain separate approval from the Authority before carrying out any installation and testing of MCA on the ground in Singapore.
- 3.4 The Licensee shall obtain all necessary approvals from the relevant authorities in Singapore for the operation of MCA within Singapore airspace.

### **4 Radio Frequency Spectrum Right**

- 4.1 The Licensee shall not be accorded any Spectrum Right for the operation of MCA in GSM 1800 MHz frequency band viz. from frequency bands 1710 to 1785 MHz and from 1805 to 1880 MHz.
- 4.2 The operation of MCA in the GSM 1800 MHz frequency band shall be on a non-protection, non-interference and non-exclusive basis.

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<sup>4</sup> Electronic Communications Committee (ECC) Decision of 1 December 2006 on the harmonised use of airborne GSM systems in the frequency bands 1710-1785 and 1805-1880 MHz (ECC/DEC/(06)07).  
Issued on 13 July 2018

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### **SPECIFIC TERMS AND CONDITIONS FOR MACHINE-TO-MACHINE (M2M) SERVICES**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to provide Machine-to-Machine (“M2M”) Services as defined in Condition 1.2 of this Annex using equipment with embedded SIM card(s) (“M2M Equipment”).
- 1.2 “M2M Services” refer to services that are provided to enable the automated communication between machines and devices.

#### **2 Conditions of Operation**

- 2.1 The Licensee shall ensure that all SIM cards which are used in the provision of M2M Services by the Licensee are configured to be used only for the automated communication between machines and devices (including voice communication within the scope of a pre-defined service feature and within a closed user group), and not for other purposes (such as voice communication with an external person) unless the prior written approval of the Authority has been obtained.
- 2.2 Prior to the commencement of the provision of M2M Services, the Licensee shall notify the Authority in writing, the particulars of all local mobile telecommunication operator(s) that the Licensee will be working with in relation to the provision of M2M Services (for example, in connection with roaming) and the Licensee shall also promptly notify the Authority of any subsequent change thereof.

#### **3 Register of SIM Cards**

- 3.1 The Licensee shall maintain a register containing full and accurate records of all SIM cards which are used in connection with the provision of M2M

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Services by the Licensee, which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the International Mobile Subscriber Identity (“IMSI”) number and the Mobile Subscriber Integrated Services Digital Network Number (“MSISDN”) of the SIM cards. The Licensee shall also provide the above particulars of the SIM cards to the Authority as and when requested by the Authority.

- 3.2 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of SIM cards.
- 3.3 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the M2M Services to the subscriber.

### **4 Support to Government Agencies**

- 4.1 The Licensee shall work and cooperate fully with the authorised Singapore government agencies to render assistance in any investigation in connection with the provision of M2M Services by the Licensee.

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### **SPECIFIC TERMS AND CONDITIONS FOR WHITE SPACE GEO-LOCATION DATABASE SERVICES**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to establish, install, maintain and operate a white space (“WS”) geo-location database system for the provision of WS geo-location database services.
- 1.2 The Licensee shall ensure that the System is capable of the following functions:
  - (a) upon request by WS devices (“WSDs”), determine and provide to WSDs, the available channels and maximum transmission power level at the WSDs’ locations; and
  - (b) provide a registration platform and repository for information relating to WSDs and the contact details of WSD users in accordance with Condition 8 of this Annex 19.
- 1.3 The Licensee shall ensure that the Services are hosted by servers that are physically located in Singapore.

#### **2 Co-Channel and Cross-border Coexistence**

- 2.1 To facilitate co-channel coexistence of WSDs with other radio-communication services, as well as cross-border coexistence of WSDs at or near the borders of Singapore, the Licensee shall comply with the following in the provision of the Services:
  - (a) determine the separation distance between the WSD and the receiver station of each protected service as obtained from the Authority in accordance with Condition 5.1 of this Annex 19 (“Protected Service”),

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as well as between the WSD and the set of coordinates as notified by the Authority to the Licensee (the “Coordinates”);

- (b) calculate the path loss using the propagation model as notified by the Authority to the Licensee between the WSD and the receiver station of each Protected Service, as well as between the WSD and the Coordinates;
- (c) use the path loss information calculated in Condition 2.1(b) of this Annex 19 and the noise floor level, which shall for the purposes herein be fixed at -115dBm or such other value as notified by the Authority to the Licensee, as the basis to compute the maximum permissible transmission power level for the WSD for each available WS channel using the formula as notified by the Authority to the Licensee; and
- (d) return the spectrum availability information and the maximum transmission power for the respective channels to the WSD that is requesting this information.

### **3 Management of High Priority Channels**

- 3.1 Where the Licensee has obtained the Authority’s prior written approval for the Licensee to manage access to the high priority channels as notified by the Authority to the Licensee (“HPCs”), the Licensee shall comply with the following:
  - (a) not allocate any HPC to any WSD unless there is no common WS channel<sup>5</sup> available to a WSD at the WSD’s location at that point in time;
  - (b) allocate all HPCs using a fair process and in accordance with the allocation method which has been notified by the Licensee to the Authority;

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<sup>5</sup> Common WS channels refer to the authorised radio frequency bands as set out for WSDs in the Telecommunications (Exemption from Sections 33, 34(1)(b) and 35) Notification but excluding the channels designated as HPCs as notified by the Authority to the Licensee.



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- (c) notify the Authority in writing prior to changing the allocation method of any HPC; and
  - (d) take reasonable precautions to prevent interference between the Licensee's WSD users and other licensees' WSD users. Without prejudice to the generality of the foregoing, the Licensee shall cooperate and coordinate with other licensees who are also managing access to the HPCs, to prevent any such interference.
- 3.2 Where the Licensee is managing access to the HPCs, the Licensee shall obtain the Authority's prior written approval before ceasing to manage such access.
- 3.3 The Authority reserves the right to require the Licensee to change its allocation method for any HPC as necessary.
- 3.4 Where the Licensee has not obtained the Authority's prior written approval for the Licensee to manage access to the HPCs, the Licensee shall not provide any WSD with any access to any HPC.

### **4 Accuracy of Information**

- 4.1 The Licensee shall ensure that the information on available channels and maximum transmission power that the Licensee provides to any WSD is accurate.
- 4.2 Where there is any inaccuracy in respect of the information described in Condition 4.1 of this Annex 19, the Licensee shall act promptly to resolve the inaccuracy.

### **5 Obtaining Current Information relating to Protected Services**

- 5.1 The Licensee shall obtain from the Authority, once every six (6) hours, current information in relation to the Protected Services.

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- 5.2 The Authority reserves the right to require the Licensee to obtain current information in relation to the Protected Services on a more frequent basis or at such specific timings as notified by the Authority.

### **6 Pricing, Terms and Conditions**

- 6.1 The Licensee shall inform the Authority of its pricing, terms and conditions for the provision of the Services prior to any commercial launch or public announcement for the provision of the Services.
- 6.2 The Authority reserves the right to regulate any of the pricing, terms and conditions as the Authority deems fit.

### **7 Security Requirements**

- 7.1 The Licensee shall establish communications authentication procedures, and notify the Authority in writing of the communications authentication procedures adopted by the Licensee, for the purpose of ensuring that data received by any WSD in connection with the provision of the Services by the Licensee is from an authorised source.
- 7.2 The Licensee shall take all reasonable precautions to ensure that all communications between the System and the WSDs cannot be accessed, altered or otherwise affected by any unauthorised person.
- 7.3 The Authority reserves the right to require the Licensee to comply with any other security requirement as necessary.

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### **8 Registration and Repository of WSD Information**

- 8.1 The Licensee shall provide and maintain a registry for users of Fixed WSDs<sup>6</sup> to register and store the following information:
- (a) unique Device Identifier (“Unique ID”);
  - (b) device geographic coordinates such as the latitude and longitude;
  - (c) height of the WSD antenna;
  - (d) name of individual or business that is responsible for the device;
  - (e) name of a contact person responsible for the device’s operation;
  - (f) address of the contact person;
  - (g) email address of the contact person; and
  - (h) phone number of the contact person.
- 8.2 The Licensee shall provide and maintain a registry for users of Mode I WSDs<sup>7</sup> to register and store the Unique ID of the Mode I WSD, and the Unique ID of the relevant Fixed WSD or Mode II WSD<sup>8</sup> through which the Mode I WSD is accessing the Services provided by the Licensee.
- 8.3 The Licensee shall provide and maintain a registry for users of Mode II WSDs to register and store the Unique ID of the Mode II WSD.
- 8.4 The Licensee shall store and maintain the information in the registries described in Conditions 8.1, 8.2 and 8.3 of this Annex 19 for a period of not

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<sup>6</sup> “Fixed WSD” refers to a device which is operating in a fixed geographic location and with a maximum transmission power of 4 W EIRP.

<sup>7</sup> “Mode I WSD” refers to a device which is operating on a portable basis, in conjunction with a Fixed or Mode II WSD, and with a maximum transmission power of 100 mW EIRP.

<sup>8</sup> “Mode II WSD” refers to a device which is operating on a portable basis and with a maximum transmission power of 100 mW EIRP.

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less than 12 calendar months from the date of termination of the Services to the customer, and the registries shall be made available for inspection by the Authority.

- 8.5 The Authority reserves the right to require the Licensee to record any other details as necessary in its registries.

### **9 Discontinuation of Operations**

- 9.1 The Licensee shall not transfer the control or ownership of the System or any of its records to any other person unless prior written approval has been obtained from the Authority.
- 9.2 The Licensee shall ensure that it has an adequate business continuity plan ("BCP") in place, and submit a copy of such BCP to the Authority. Where the Licensee makes any change to its BCP, the Licensee shall also promptly provide the Authority with an updated copy.
- 9.3 The Authority reserves the right to require the Licensee to include additional steps, measures or precautions as part of the Licensee's BCP as necessary.
- 9.4 In any event where the business continuity of the Licensee is or may be affected, the Licensee shall follow its BCP to the fullest extent possible and as appropriate under the circumstances in order to ensure the continuity of the provision of its Services.

### **10 Access to WSD Information**

- 10.1 The Licensee shall provide the Authority with the relevant rights to obtain current WSD information that is stored within its System for the purpose of investigating any alleged or actual interference with the operation of any authorised station or network.

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- 10.2 The Licensee shall, where required by the Authority, restrict the availability of WS channels for WSDs that do not conform to the relevant the Authority Technical Specifications, or that interfere with the operation of any authorised station or network.

### **11 Data Retention Records**

- 11.1 The Licensee shall maintain data retention records, including:
- (a) Assigned source/destination IP address and/or port (where applicable);
  - (b) Time stamps;
  - (c) Bytes/Packets counts;
  - (d) Protocol; and
  - (e) Domain name.
- 11.2 All data retention records shall be kept by the Licensee for a period of not less than twelve (12) calendar months.
- 11.3 The Authority reserves the right to require the Licensee to retain any other details as part of data retention records as necessary.