Annex A12

Operation Systems and Networks of (GMPCS) Regulations

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Article 1: Definitions

The words and expressions defined in the Act, its Bylaw and the Ordinance of Communications and Information Technology Commission shall have the same meanings in this License, in addition the following words and expressions shall have the meanings stated in front of them except where the context in this License otherwise requires:

1. **"Satellite group"** means one or more of satellites whether mobile or immobile in regard to the earth which is operated as a system.
2. **"Fixed public telecommunications network"** means parts of fixed public telecommunications network which do not include mobile public telecommunications networks.
3. **"Frequencies"** mean Radio frequencies allocated to the Licensee to use them for providing Global Mobile Personal Communications Services as shown in Annex No. 2.
4. **"Global Mobile Personal Communications Services"** mean providing Global Mobile Personal Communications Services by using the satellites.
5. **"Global Mobile Personal Communications Services networks and systems operator"** means the Service Provider authorized by the CITC to operate systems and networks of Global Mobile Personal Communications Services and to provide support for the CITC services providers within the boundaries of the Kingdom.
6. **"MoU to provide Global Mobile Personal Communications Services"** means the MoU concluded on Feb18, 1997 to facilitate the arrangements of the Global Mobile Personal Communications Services including the regional regulations and amendments on these regulations or the Annexes to be added from time to time.
7. **"Arrangements of the MoU regarding Global Mobile Personal Communications Services"** mean arrangements to be taken pursuant to the MoU for Global Mobile Personal Communications Services to facilitate the establishment and development of the Global Mobile Personal Communications Services issued on Oct. 7, 1997 and its Annex issued on March13, 1998 including their amendments or the Annexes to be added from time to time.
8. **"Global Mobile Personal Communications Service Provider"** means the Service Provider authorized by the CITC to provide the Global Mobile Personal Communications Services to the Public inside the Kingdom in accordance with the Agreement of providing the Global Mobile Personal Communications Services concluded with the Operator of the Global Mobile Personal Communications Services systems.
9. **"Providing Global Mobile Personal Communications Services Agreement"** means the Agreement concluded between Global Mobile Personal Communications Services systems and Networks Operator and the Global Mobile Personal Communications Services Provider licensed by the CITC to provide Global Mobile Personal Communications Services in the kingdom.
10. **"Global Mobile Personal Communications Services systems and Networks"** mean Global Mobile Personal Communications Services systems and Networks directly to the Final User of the Satellite group.
11. **"The kingdom"** means the Kingdom of Saudi Arabia.

12. **"Service Authorization"** means an operator having a General Class License with a Service Authorization provided by CITC to operate the Global Mobile Personal Communications Services systems and all the Annexes attached to this Service Regulation.
13. **"Connecting point to Communications Network"** means checking and connecting point to Communications Network provided by the Licensee, where the following is connected:
    A. Communications Equipment provided by the User in locations affiliated to him.
    B. Interconnection point by wire joint or other facilities owned by the User or a third party.
    C. Communications Equipment affiliated to another licensed Service Provider.
14. **"Satellite Communications Services"** mean any communications service provided totally or partially through Satellite network.
15. **"Terminal equipment"** mean the equipment directly or indirectly connected to any of the network connecting points which is directly used by the User to access Communications Services through that network.
16. **"Visual Communications Services"** mean providing the transport and transfer service at the actual time of both the voice and video on commercial basis for the Public between the connecting points with the fixed public telecommunications Network.

Article 2: Scope of Services

1. Pursuant to the Telecommunications Act its Bylaw and the ordinance of the Communications and Information Technology Commission, the Commission hereby issues this Regulation to the Service Provider to perform the following:
    A. Install, operate and manage the Network necessary to provide Global Mobile Personal Communications Services in the Kingdom of Saudi Arabia, pursuant to the provisions of this Regulation and its Conditions.
    B. The use of the Frequencies set out in Annex No. (2) to support providing Global Mobile Personal Communications Services in the Kingdom.

Scope of Global Mobile Personal Communications Services

1. Basic services:
    - Voice services
    - Emergency Services
    - Group 3 Fax service
    - Short Information Messages Services
    - Data Services with different speeds-

2. Value Added Services:
    - Call Waiting
    - Calling Number Display
    - Call Transfer
    - Call hold
    - Conference Calls (3parties)

- Short Messages Services
- Call charge notification
- Contact Control by the User
- Post Office Box
- Closed User Group

Article 3: Compliance with the CITC Regulations and Decisions

1. The Service Provider shall comply with the Conditions of this Service Regulation, the attached Tables, the Telecommunications Act, its Bylaw, the Ordinance of the Communications and Information Technology Commission, decisions and guidelines issued from the CITC.
2. This Service Regulation is implemented in accordance with the CITC Statutes, any decisions issued and the conditions stated in it.
3. The Arabic version of the Service Regulation shall be the official version and in case of any differences between the text of the official version written in Arabic language and a translation into another language, the Arabic version shall prevail.
4. The Service Authorization provisions and conditions shall be subject to the Statutes of the Kingdom, where no text is stated in the Telecommunications Act, its Bylaw and the Ordinance of the Commission

5. The Service Provider shall adhere to the General Conditions and all other relevant License Conditions specified in the License Classification Regulation

Article 4: Service Authorization Term and Renewal

The Service Provider can offer this service as long as it has a valid General Class License and a valid Service Authorization to offer this service.
A Service Authorization for this service is typically issued for a duration of 5 years

Article 5: Violations & Penalties

1. Violations and penalties related to this Regulations shall be dealt with in accordance with the Commission Statutes.
2. The Commission shall not refer a matter to the Violations Committee except after it has first:
    A. notified the Service Provider of the alleged violation in writing, including the legal basis and facts clarifying the violation and afforded the Service Provider the opportunity, during a reasonable period of time, prescribed by the Commission, to rectify the violation
    B. requested the Service Provider comments regarding the alleged violation, in order to consider them when reviewing the violation; and

3. The (Telecommunications Act Violation Committee) pursuant to the Commission Statutes and its procedures, shall take into consideration the actions taken by the Service Provider to rectify the Violation.

Article 6: Continuity of service

1. If this Service Authorization is not renewed, is suspended or is revoked, the Service Provider shall co-operate with the Commission and take all actions required to guarantee continuity of service in accordance with any arrangements made by the Commission pursuant to the Commission Statutes. The Commission shall consult with the Service Provider, and take into account the Service Providers comments.
2. If this Service Authorization is not renewed, is amended or is revoked, the Service Provider shall be entitled to request compensation for the additional costs it incurs to ensure continuity of service. Such compensation may be obtained through methods determined by the Commission. However, the Commission itself shall not be liable to pay compensation to the Service Provider or to any other party for any costs incurred by the Service Provider.

Article 7: Fees paid by the Licensee

1. The Service Provider shall pay the Fees specified as per the License Fee Regulation published on the CITC website

Article 8: Frequencies

1. The Service Provider shall consider that other Countries may delegate or allow using their radio frequencies in a way that leads to interference with the use of the Service Provider to the frequencies allocated to him. It is the responsibility of the Service Provider to notify such interference as soon as possible to enable the Commission to take the necessary steps to deal with these interferences.
2. The Service Provider shall use the frequencies in consistence with the arrangements contained in the MoU of the Global Mobile Personal Communications Services and all Regional governmental arrangements applied from time to time and designed to reduce the Radio interference between the Operators of the systems and networks.
3. The Service Provider may submit to the Commission to obtain access to use additional frequencies related to the Global Mobile Personal Communications Services and the Commission may license additional frequencies for the Service Provider if they are available and in accordance with existing and affirmative applications or expected and reasonable applications for the customers and the evaluation of the extent of his efficiency to use the frequencies. The Service Provider shall at all times apply all reasonable commercial procedures to increase the efficiency of using these frequencies.

4. Using the frequencies by the Service Provider is subjected to the terms of Chapter Ten of the Telecommunications Bylaw in addition to what is approved from the following:
    C. Radio frequency Spectrum National Plan
    D. Radio frequency Spectrum management Guidelines

E. Any Decisions issued from the Commission

5. The Service Provider shall define the required frequencies to operate his Global Mobile Personal Communications Services systems and provide the Commission with these required frequencies before issuing the Service Authorization.

Article 9: Telecommunications Equipment & Materials

The Service Provider shall be mandated not to allow using any terminal equipment to provide Global Mobile Personal Communications Services in the Kingdom unless they are type approved by the Commission. All equipments to provide Global Mobile Personal Communications Services sold, hired or distributed by the Service Provider in the Kingdom shall also be type approved by the Commission.

Article 10: Right to access property

Service Provider may access public and private property for purposes related to operating or maintaining Global Mobile Personal Communications Services Systems and Networks licensed to provide pursuant to the Commission Statutes.

Article 11: Service Obligations

1. The Service Provider shall be mandated to fulfill universal Service and Universal Access Policies determined by the Commission and he undertakes to do so in due time determined by the Commission.
2. The Service Provider shall establish the necessary techniques and procedures for the Monitoring and Reporting of System Performance and Quality of Service.
3. The Service Provider shall provide the Commission with the name of the person with whom he has concluded the Agreement to provide Global Mobile Personal Communications Services in the Kingdom and also a valid copy of these Agreements and accordingly the Commission will issue Service Authorizations .

Article 12: Relation with other Operators

1. Interconnection shall be confined to Telecommunication Networks, licensed by the Commission.
2. Terms and Conditions of Interconnection are to be negotiated with the licensed Service Providers.
3. Negotiations must be completed within a period of two (2) months from the time written request is made for Interconnection. If there is no agreement, then

   the dispute shall be submitted to the Commission to issue a binding decision on all parties.
4. Co-Location is a business decision of the telecommunications services by the Operator of the Global Mobile Personal Communications Service systems as agreed upon with any other Operators.

5. The Service Provider shall submit to the Commission without delay copies of the Roaming Agreements, Interconnection Agreements and any other equivalent Agreements associated with providing his services in the Kingdom.

Article 13: Requirements to obtain Service Authorization

All necessary requirements must be met and fulfilled:
1. Attach a description of the services to be provided in the Kingdom.
2. Attach a network description that includes the location and type of network elements, and network coverage.
3. Attach the Frequency Allocation Request Form after filling and attaching the frequency bands required for the first five years of operation.
4. Attach a certificate to conform with the Electromagnetic Conformity Standards (ECM) issued by an accredited entity.
5. Attach a certificate proving that the mobile personal satellite communications operator is one of the signatories of the Memorandum of Understanding - for Mobile Personal Satellite Services (GMPCA-MOU).
6. Attach a definition of the entity.
7. Attach the technical specifications of the systems, devices and services to be implemented through this service.
8. Provide regulatory requirements for the service.
9. Obligation to pay the annual fee for the use of the spectrum, in accordance with the provisions of the regulation for the use of frequencies.
10. All requirements must be submitted in Arabic with the possibility of submitting other supporting documents in English.

Annex A: Service Authorization

The Service Authorization for Operation Systems and Networks of (GMPCS) Regulations will be as per ‘Appendix E: Draft Service Authorization Annexure’ in the ‘License Classification Regulations’

Annex No. (1) Fees Schedule for the operation of the Global Mobile Personal Communications Services Systems and Networks

Pursuant to the Commission Statutes the Fees elements to license the operation of the Global Mobile Personal Communications Services Systems are against usage of the frequencies.

Radio frequency Band	Fees for each Mega hertz (S.R.)
From1 Giga hertz to 10 Giga hertz	S.R. 33.000 (Thirty Three Thousand)
From10 Giga hertz to 30 Giga hertz	S.R. 17.000 (Seventeen Thousand)

Annex No. (2) Frequencies

The frequencies that the Service Provider is allowed to use for the purpose of providing the Global Mobile Personal Communications Services in the Kingdom pursuant to the terms and conditions of this Service Authorization are the following frequencies:

Descending Link Frequencies		Band Width	Ascending Link Frequencies		Band Width
Radio frequency Start (Giga hertz)	Radio frequency End (Giga hertz)	(Kilo Hertz)	Radio frequency Start (Giga hertz)	Radio frequency End (Giga hertz)	(Kilo Hertz)
Total of descending link radio frequency band			**Total of ascending link radio frequency band**		
Total of Radio frequency Spectrum (.....) Mega hertz					

These Frequencies shall be used in an un-inclusive way and on the basis of participation by the Global Mobile Personal Communications Services System in the Kingdom and pursuant to the co-ordination procedures of the International Telecommunications Union (ITU).

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