Annex A11

Provision of Global Mobile Personal Communications Services (GMPCS) Regulations

Contents

One: Definitions 3
Two: Scope of Services 5
Three: Compliance with the CITC Regulations and Decisions 5
Article Four: Service Authorization validity 6
Five: Frequencies 6
Six: Telecommunications Equipment & Materials 6
Seven: Right to access property 6
Eight: Service Obligations 7
Nine: Tariffs 8
Ten: Requirements to obtain a Service Authorization 8
Annex No. (1) Service Authorization 10

One: 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 Service Regulation. In addition, the following words and expressions shall have the meanings stated in front of them except where the context in this Service Regulation 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. **"Customer"** means any person showing his interest to the Service Provider to make use of the Global Mobile Personal Communications Services provided by the Service Provider pursuant to the terms and conditions shown in the Customer Service Agreement issued by the Service Provider.

3. **"Customer Service Agreement"** means the Agreement that shows the terms and conditions of service and also the Tariffs which will be applied to provide the Global Mobile Personal Communications Services to the Customer.

4. **"Fixed Public Telecommunications Network"** means parts of fixed public telecommunications network which do not include mobile public telecommunications networks.

5. **"Frequencies"** mean Radio frequencies allocated to the System Operator of the Global Mobile Personal Communications Services to use them in providing his services.

6. "**General Class License**" means a class license permitting a service provider to provide any telecommunications services authorized under that license.

7. **"Global Mobile Personal Communications Services"** mean providing Global Mobile Personal Communications Services by using the satellites.

8. **"Global Mobile Personal Communications Services Networks and Systems Operator"** means the host provider of the systems and networks of the Global Mobile Personal Communications Services used by an authorized CITC service provider within the boundaries of the Kingdom.

9. **"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

10. **"MoU Arrangements of the 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.

11. **"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.

12. **"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 authorized by the CITC to provide Global Mobile Personal Communications Services in the kingdom.

13. **"Systems and Networks of the Global Mobile Personal Communications Services"** mean Global Mobile Personal Communications Services systems and networks used by the GMPCS End-User.

14. **"The kingdom"** means the Kingdom of Saudi Arabia.

15. **"Service Authorization"** means an operator having a General Class License with a Service Authorization provided by CITC to provide the Global Mobile Personal Communications Services systems.

16. **"Connecting point to Communications Network"** means checking and connecting point to Communications Network provided by the Service Provider, where the following are 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 authorized Service Provider.

17. **"Satellite Communications Services"** mean any communications service provided totally or partially through Satellite network.

18. **"Tariffs"** mean the Fees paid by the Customer against obtaining the Global Mobile Personal Communications Services.

19. **"Terminal Equipment"** mean the equipment directly or indirectly connected to any of the network connecting points which are directly used by the End-User to access Communications Services through that network.

20 **"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.

Two: Scope of Services

1. The Service Provider is entitled to provide the following services:
    a. Basic services:
        i. Voice services:
        ii. Emergency services
        iii. Group 3 fax services
        iv. Short Information Messages services
        v. Data services
    b. Value add services:
        i. Call waiting
        ii. Calling number display
        iii. Call transfer
        iv. Call hold
        v. Conference calls (3 parties)
        vi. Short message services
        vii. Call charge notification
        viii. Contact control by the User
        ix. Post office box
        x. Closed user Group

Three: Compliance with the CITC Regulations and Decisions

1. The Service Provider must abide by CITC statutes including this Regulations, the Telecommunication Act & its implementing Bylaw, CITC Ordinance, regulations, resolutions & decisions issued by CITC from time to time including the specifications & procedures relating to approval of communication equipment and information technology.

2. The Arabic version of these Regulations 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.

3. The Service Provider shall provide periodical reports to the Commission and shall provide any information requested by the Commission. The Commission shall determine the nature of the requested information and the time of its provision.

4. Provision of the technical ability in regard to equipment and networks through which security monitoring equipment can be interconnected to these networks. The Security Department shall incur the costs of equipment of the aforementioned security monitoring programs also the costs of their operation and maintenance and necessary interconnecting trunks.

5. In Emergency situations, as determined by the Government, the Service Provider must allow the use of its Network by the concerned Government Departments and is entitled to be compensated by these Departments for the losses incurred.

6. The Authorization will be issued to provide the services as shown in Article 2 of these regulations on a non-exclusive basis.

7. The Service Provider shall be responsible and authorized for establishing and checking of the equipment to provide the Global Mobile Personal Communications Services and make them active.

Article Four: Service Authorization validity

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

Five: Frequencies

1. In accordance with these regulations, CITC allocates to the Service Provider the necessary frequencies for the purpose of providing only the authorized services. The Service Provider shall not use those frequencies for any other purposes.

2. The additional frequencies will be licensed by CITC only when the Service Provider proves that an application at that time was made or reasonably anticipated based on customer needs and that the frequencies already allocated to the Service Provider have been effectively used in accordance with local & international standards.

3. The Service Provider's usage of the frequencies shall be subject to the rules stated in the CITC Statutes and consistent with the provisions and principles stated in:
   a. The National Frequency Spectrum Plan in Saudi Arabia; and
   b. The Frequency Spectrum Management Procedures.

4. The current licensed frequencies used by the Service Provider may be subject to re-allocation when CITC deems that such action would improve efficiency of the frequency spectrum in the Kingdom of Saudi Arabia, or for other reasons including frequency spectrum coordination at the international level.

Six: 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 equipment 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.

Seven: 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.

Eight: Service Obligations

1. Pursuant to the terms of the Telecommunications Act, the following general conditions shall be subjected on the Service Provider:

    A. All customers invoices handed over by the Service Provider and related to the Global Mobile Personal Communications Services shall be clear, precise and written in consistence with the requirements of the Telecommunications Bylaw.

    B. The Service Provider shall provide the services to any person interested to obtain these services as long as he is ready to pay the prices published for the services provided by the Service Provider and complying with other terms and conditions applied in a general way by the Service Provider pursuant to this Regulation.

    C. Except what is permitted by the Commission statutes, the Service Provider shall not be distinctive without justification in the terms of service or prices defining the service between customers or a group of customers similar in situation between them or granting a preferential advantage for any one of them. In spite of what was mentioned above, nothing will prevent the Service Provider to enter in the market participation, like providing free telephone equipment or promotion offers to the extent that such practices will not be unjustified preference or unjustified advantage.

    D. The Service Provider shall provide the Global Mobile Personal Communications Services at performance levels which meet recognized international standards and shall also meet the Quality of Service Objectives for the complete coverage area of the Kingdom.

    E. The Service Provider shall maintain adequate and experienced personnel to receive and respond promptly to complaints from Customers. The Service Provider shall take all reasonable action to promptly remedy and avoid the recurrence of the cause of all Customer complaints which relate to the quality, availability or provision of Services to Customers.

    F. The Service Provider shall establish a commercial agreement with the space segment service provider and file it with CITC for approval at least 30 days before launch of services, or renewal of the Service Authorization

2. The relationship between the Service Provider and the Customers of the Global Mobile Personal Communications Services shall be governed by the terms of the Customer Service Agreement which incorporates standard terms and conditions to the customer approved by the Commission.

3. The terms and conditions of the Customer Service Agreement shall include, at a minimum, provisions in respect of the following matters:

A. Confidentiality of Customer information;
B. Refunds or other rebates for service problems or over billing;

C. Payment terms;

D. Quality of Service
E. Customer and Service Provider rights; and

F. Method of settlement of Customer complaints or other disputes, including provision for the Commission to take a decision in the event that a dispute cannot be resolved by the parties.

4. All Customer Bills rendered by the Service Provider in respect of the Global Mobile Personal Communications Services shall be clear, concise, duly delivered, typed in Arabic and easy to understand.
5. The Service Provider shall pay CITC the fees specified according to the 'License Fee Regulation' published on the CITC website
6. The Service Provider shall adhere to the General Conditions and all other relevant License Conditions specified in the License Classification Regulation

Nine: Tariffs

The Tariffs of the Global Mobile Personal Communications Services including details of the service elements, its type and Fees level shall be considered an integral part of the Customer Service Agreement and the Service Provider shall be mandated to inform the Commission about any changes that occur on the Tariffs before applying it .

Ten: Requirements to obtain a 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 copy of the legally binding agreement between the applicant and the operator of the mobile personal satellite communications systems and networks to provide mobile personal satellite communications services in the Kingdom. The agreement must include details of the roles and responsibilities of both parties.
3. Attach the numbering requirements of the service if applicable.
4. Attach the pricing plan to provide the service.
5. Attach a definition of the Applicant.
6. Attach the technical specifications of the systems, devices and services to be implemented through this service.
7. Provide organizational requirements for the service.
8. The obligation to pay the service fee after approval by the CITC for the Service authorization through SADAD within one month from the date of issuance of the invoice, noting that the invoice will be sent directly to the e-mail of the entity.
9. All requirements must be submitted in Arabic with the possibility of submitting other supporting documents in English.

Annex No. (1) Service Authorization

The Service Authorization for GMPCS Provider will be as per 'Appendix E: Draft Service Authorization Annexure' in the 'License Classification Regulations'