

THE LICENCE TERMS

The Communications Authority of Kenya (the “**Authority**”), in accordance with the Kenya Information & Communications Act CAP411A (the “**Act**”), hereby authorises the “**Licensee**” to construct and operate Very Small Aperture Terminal systems as described herein (the “**Licensed Systems**”) and to provide services as described herein the (“**Licensed Services**”) in the Republic of Kenya in accordance with the Terms and Conditions set out in this license.

1. This Licence is granted for a period of Ten (10) years (the “**Licence Period**”) from the date signed below (the **Effective Date**) unless it is revoked earlier in accordance with the Licence Terms and Conditions herein. The Licensee may renew the Licence at the expiry of the Licence Period.
2. The Licensed Systems comprise Very Small Aperture Terminals (VSAT) Earth Station(s) equipped for the transmission and reception of communications traffic over a satellite network.
3. The Licensed Services are provision of intra-corporate satellite services using VSAT Earth Station(s)
4. This Licence covers the reception and/or transmission of communications signals only. The reception and/or transmission of publicly subscription satellite television signals through the VSAT Earth Station(s) is strictly prohibited.
5. This Licence is subject to the provisions of the Act, attendant Regulations, Guidelines and other regulatory directives as may be issued from time to time, as well all other relevant laws.
6. The licensed systems shall not be connected to the public electronic communication networks within Kenya unless prior approval has been granted by the Authority,

7. Words denoting the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa; words denoting gender shall refer to all genders.



THE LICENCE CONDITIONS

CONDITION 1: ESTABLISHMENT OF THE LICENSED SYSTEMS

- 1.1 Installation and Maintenance of the licensed system shall only be carried out by a licensed Communications Equipment Contractor and/or Technical Personnel – Engineering – Class A.
- 1.2 The licensed system shall not be used outside the site specified in the application form without the Authority's prior approval.
- 1.3 The Authority shall inspect and accept the installation of the licensed system before its commencement and cancellation of operation in accordance with the VSAT licensing procedure issued by the Authority from time to time.

CONDITION 2: PUBLIC SAFETY

- 2.1 The Licensee shall in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the license, take all proper and adequate safety measures to safeguard life against any danger, including electromagnetic emissions emanating from the apparatus, equipment or installation so used;
- 2.2 The Licensee will ensure that any of its telecommunication installation does not become a health, environmental or a safety hazard and is not in contravention of any statute, rule, code of practice, guideline or regulation, on public safety.
- 2.3 The licensee shall ensure that its Licensed Network complies with the relevant environmental laws.

CONDITION 3: ACCESS TO SITES AND RECORDS

- 3.1 The Licensee shall upon request provide unlimited access to all equipment sites and

operational areas to duly authorised staff of the Authority, any person authorised by the Authority or law enforcement agency for the said to effectively perform their duties.

- 3.2 The Licensee shall establish and maintain information records in regard to its operations, in a format prescribed by the Authority from time to time, for a minimum period of five (5) years from the date such records came into being, for purposes of availing such information on request by the Authority, any person authorised by the Authority or any law enforcement agency.
- 3.3 The licensee shall provide, upon request by the Authority, any information it requires during an inspection. Such information shall be generated from the systems in the presence of Authority's inspectors at the time of the inspection.
- 3.4 The Licensee shall permit the Authority (or a person authorised by the Authority) to inspect the Licensee's systems, premises, facilities, files, records and other data to enable it to exercise its functions under the Act.

CONDITION 4: REQUIREMENT TO PROVIDE INFORMATION

- 5.1 The Licensee shall maintain and provide such information as will enable the Authority to carry out its functions under the Act in such manner and at such times as the Authority may specify and shall ensure that all information submitted is accurate.
- 5.2 The Authority shall have the right to request the Licensee to submit periodic reports, statistics and other data as well as request additional information with a view to supervise and enforce effectively the terms of this Licence.
- 5.3 In making a request for information, the Authority will ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information, unless the Authority considers such information is essential to enable it to exercise its functions under the Act.

- 5.4 The Authority shall have the right to publish information which it receives under this Condition unless, following representations by the Licensee, the Authority is satisfied that the information is of such confidential nature that disclosure would have a material adverse effect on the Licensee's business.

CONDITION 7: LICENCE REVOCATION

- 7.1 Notwithstanding any other Condition in this License, the Authority may at any time revoke this Licence by giving six (6) months' notice in writing under any of the following circumstances:
- 7.1.1 if the licensee communicates to the Authority in writing on their intention to terminate the Licence;
 - 7.1.2 if any amount payable under Conditions 9 is unpaid forty-five (45) days after the Authority notifies the Licensee that the payment is overdue, such notification not to be given earlier than fourteen (14) days after the date on which the payment is due;
 - 7.1.3 if the Licensee has breached a Condition in this Licence, and in the Authority's opinion the breach is of a material nature, and the Licensee has failed to comply with any notice issued by the Authority under the Act or under the Regulations or under this license and thereafter has been given by the Authority a further sixty (60) days in which to make representations in relation to the matters set out in the earlier notice which the Authority has taken into account or matters which the Licensee believes are relevant and the Authority appears not to have taken into account; or,
 - 7.1.4 if the Licensee is dissolved or enters liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.

CONDITION 8: LICENCE TRANSFER

- 8.1 The Licensee shall not assign, delegate, transfer or encumber in any manner the rights, interests or obligations under this Licence without the prior, express and written consent of the Authority, such consent not to be unreasonably withheld or delayed.
- 8.2 The transfer of the license shall not include resources assigned by the Authority to the licensee whose license is subject of the transfer.

CONDITION 9: LICENCE FEES

The Licensee shall pay to the Authority:

- 9.1 On 1st July of every year, an annual Earth Station fee amounting to Kenya Shillings one Hundred Thousand (KShs. 100,000) only per VSAT terminal.
- 9.2 An annual frequency spectrum fee calculated based on the VSAT Earth Station(s) transmission parameters.