

THE LICENCE TERMS

The Communications Authority of Kenya (hereinafter referred to as the “**Authority**”), in accordance with the Kenya Information & Communications Act, Cap. 411A (hereinafter referred to as the “**Act**”), hereby authorises the Licensee to provide services under a licensed service provider to design, install, supervise and maintain internal and external telecommunications systems and infrastructure (hereinafter referred to as the “**Licensed Services**”) in the Republic of Kenya in accordance with the Terms and Conditions set out in this Licence.

1. This Licence is granted for a period of ten (10) years (the “**Licence Term**”) from the effective date unless it is revoked earlier in accordance with the Licence Conditions herein
2. The Licensed Services are services for the design, installation, supervision and maintenance of internal and external telecommunications systems and infrastructure;
3. 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.
4. The Licensee shall only use electronic communications equipment which have been type approved by the Authority.
5. The Licensee shall not undertake any works independent of a licensed service provider.
6. The Licensee shall be responsible for signing-off Completion of Works Certificates
7. Words imparting the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.
8. In this License the following terms shall have the following meanings:

“**Act**” means the Kenya Information and Communications Act (Cap 411A);

“**Compliance Report**” means a report prepared periodically by the Licensee detailing their compliance in respect of every licence condition;

“**Compliance Certificate**” means a certificate issued by the Authority to a licensee upon compliance with license terms and conditions;

“**Completion of Works Certificate**” means a certification document issued by the Communications Equipment Contractor (CEC) detailing the successful completion and the tests performed on an installation;

“Electronic Communications Equipment” means Telecommunication equipment, Radio communications equipment, Broadcasting equipment whether network or terminal;

“Effective Date” means the date when the Licence was first issued, or in the case of a Licence replacement, the date when the original Licence was issued;

“External telecommunications works” means the installation, configuration and maintenance of telecommunications systems and infrastructure outside a consumer building or facility, on public and/or private land. Such works include ducts, poles, towers, cabinets, outside cabling, and connections that link the facility to the wider network or service provider;

“Internal telecommunications works” means installation, configuration and maintenance of telecommunication systems and infrastructure within a consumer building or facility. Such works include structured cabling, equipment rooms, switches, routers, and internal network connections

“Regulations” means the regulations applicable under the Kenya Information and Communications Act;

“Telecommunications Engineering Personnel” means a person authorised by the Authority to undertake Licensed Services;

“Telecommunication System” means a system used for transmission, reception and switching of signals, such as electrical or optical, by wire, fibre, or electromagnetic means.

THE LICENCE CONDITIONS

1. CONDITION 1: OPERATIONAL REQUIREMENTS

1.1 The Licensee shall:

- 1.1.1 Comply with technical guidelines and any other relevant codes of practice as may be issued by the Authority from time to time.
- 1.1.2 Ensure that all works meet prescribed quality standards, are certified upon completion, and are subject to client/end-user approval.
- 1.1.3 Ensure all design, installation, supervision and maintenance of telecommunications systems and infrastructure comply with occupational safety standards.
- 1.1.4 Adhere to occupational health and safety standards and implement environmentally responsible practices, including proper e-waste management.
- 1.1.5 Ensure proper disposal and recycling of electronic waste in line with local and international e-waste directives

2. CONDITION 2: REQUIREMENT TO PROVIDE INFORMATION

- 2.1 The Licensee shall be required to maintain 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 request.
- 2.2 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 supervising and enforcing effectively the terms of this Licence.
- 2.3 By 15th of July of every year, the Licensee shall submit a Compliance Report detailing the performance of the previous operational year ended 30th June.
- 2.4 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.

3. **CONDITION 3: PRIVACY AND CONFIDENTIALITY**

The Licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of proprietary information and business secrets obtained during its business from any person to whom it provides the Licensed Services by establishing and implementing reasonable procedures for maintaining the confidentiality of such information.

- 3.2 The Licensee shall not, unless authorized by the client, record, silently monitor, or intrude into the client(s) communications traffic.

4. **CONDITION 4: DISPUTE SETTLEMENT** The dispute settlement mechanism set out in the Act shall apply to any dispute or disputes that arise out of the provisions of this Licence.

5. CONDITION 5: LICENCE FEES

- 5.1 Before the issuance of the Licence, the Licensee shall pay to the Authority an initial licence fee amounting to Kenya shillings one thousand (KShs. 1,000) only.
- 5.2 On 1st July of each year, the Licensee shall pay to the Authority an annual operating fee amounting to Kenya shillings five hundred (KShs. 500) only.

6. CONDITION 6: LICENCE RENEWAL

The Authority may renew this License at the request of the Licensee prior to the expiry of the License Period for an additional term of ten (10) years provided that the Authority has carried out a review to determine whether the License should be renewed.

7. 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 in 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 5.2 is unpaid 90 days after the due date and forty-five (45) days after the Authority notifies the Licensee that the payment is overdue;
 - 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; and
 - 7.1.4 If the Licensee is declared bankrupt.
- 7.2 After the end of the six (6) months' notice, the Authority shall publish a notice in the Kenya Gazette stating that it intends to revoke this Licence and setting out the reasons on which this intention is based. Revocation shall take effect seven (7) days following publication of the notice in the Kenya Gazette.