

**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT
AUTHORITY OF SINGAPORE TO
STARHUB PTE LTD
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT 1999**

**ISSUED ON 5 MAY 1998
MODIFIED ON 8 SEPTEMBER 2000 AND 2 JULY 2002**

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PART I: THE LICENCE

- A. On 5 May 1998, the Telecommunication Authority of Singapore (hereinafter referred to as “TAS”), in exercise of its powers under Section 26 of the Telecommunication Authority of Singapore Act 1992 (hereinafter referred to as the “TAS Act”), issued this licence (the “Licence”) to StarHub Pte Ltd (hereinafter referred to as the “Licensee”) to establish, install and maintain the telecommunication systems and to operate and provide the telecommunication services as then specified in the Licence. The Licensee was also designated a Public Telecommunication Licensee on 5 May 1998 under Section 27 of the TAS Act.
- B. On 1 December 1999, TAS was re-constituted as the Info-communications Development Authority of Singapore (hereinafter referred to as “IDA”) by the enactment of the Info-communications Development Authority of Singapore Act of 1999. The TAS Act was repealed and the Telecommunications Act of 1999 was enacted (the “Act”). Section 75 of the Act preserves the validity of the Licence and deems the Licence as having been granted by IDA under Section 5 of the Act.
- C. On 23 May 2000, the IDA, in exercise of its powers under Section 7 of the Act, duly notified the Licensee of modifications to be made to the terms and conditions of the Licence which modifications were made by IDA on 8 September 2000.

- D. On 2 July 2002, the IDA, in the exercise of its powers under Section 7 of the Act, made modifications to the Licence in connection with the Licensee's acceptance of the imposition of additional terms and conditions arising from IDA's approval of the consolidation application submitted by the Licensee, StarHub Mobile Pte Ltd and Singapore Cable Vision Limited to IDA on 17 May 2002.
- E. On 1 July 2005, pursuant to IDA's grant to the Licensee of a Wireless Broadband Access (hereinafter referred to as "WBA") Spectrum Right, IDA modified the Licence to include the Licensee's operation of WBA telecommunication systems for the provision of WBA telecommunication services to end-users*.
- F. The terms and conditions of the Licence as modified by IDA (referred to in Recitals (C), (D) and (E) above) are consolidated herein and shall be referred to and taken by all parties concerned as the Licence*.

(* Recital (E) and (F) were amended on 1 July 2005)

1 Period of Licence

- 1.1 The Licence came into force on 5 May 1998 and shall be valid for a period of twenty years (20) from 1 April 2000.
- 1.2 The Licence may be further renewed for such period as IDA thinks fit and subject to such terms and conditions as may be specified by IDA under Section 5 of the Act.

2 Payment of Licence Fee

- 2.1 The Licensee shall pay to IDA an annual fee which is 1% or such lower percentage (as may be notified by the IDA) of the annual audited gross turnover (AGTO) based on the provision of the services specified in Schedules B and B1 during the Licensee's financial year, subject to a minimum of \$250,000*.

(* Condition 2.1 was amended on 1 July 2005)

- 2.2 The annual licence fee, based on the previous year's audited accounts, shall be paid in advance on the first day of the Licensee's financial year, subject to the minimum fee of \$250,000 and subject to adjustment at the end of the Licensee's financial year.
- 2.3 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 IDA interest on the amount from time to time outstanding in respect of the overdue sum from the period beginning on its due date and ending on the date of its receipt in full by IDA, which interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a 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*.
- 2.4 The Licensee shall submit to IDA an audited AGTO statement, not later than 6 months after the end of each financial year*.

- 2.5 In the event that the Licensee fails to submit its audited AGTO statement within the timeframe stipulated in condition 2.4, the Licensee shall be under a continuing obligation to submit the same immediately notwithstanding any penalties imposed by IDA for breach of condition 2.4 or this condition 2.5*.

(* Conditions 2.3 was amended and 2.4, 2.5 were added on 30 July 2005. Condition 2.4 was further amended on 15 June 2007.)

3 Licence is not Transferable

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

4 Description of Systems and Services

- 4.1 The Licensee shall maintain and operate the Systems as described in Schedules A and A1 for the delivery and transmission of the Services as described in Schedules B and B1, subject to the terms and conditions herein and the specific terms and conditions in Schedule E. The Licensee shall not operate or provide any system or service not described in Schedules A, A1, B and B1 except with the prior approval of IDA*.

(* Condition 4.1 was amended on 22 November 2005)

- 4.2 Where the Licensee wishes to introduce a new system and/or service or makes changes to any system and/or service, the Licensee shall provide IDA such technical and/or non-technical information as may be required by IDA within such period as may be specified by IDA.

5 Licence Application Proposals

- 5.1 Without prejudice to any of the Licensee's obligations under this Licence, the Licensee shall abide with its proposals on network rollout, range of services, quality of service standards, pricing and service provisioning schemes and any other commitments as submitted to IDA pursuant to IDA's notice on modification of licence conditions dated 23 May 2000 and subsequent letter dated 1 September 2000.

6 Performance Bond

- 6.1 The Licensee shall within 28 days from 2 July 2002, provide IDA with a performance bond to secure the obligations of the Licensee under Schedule C in the form of a Banker's Guarantee made in favour of IDA. IDA will specify in detail the terms and conditions of the performance bond for the Licensee based on the Licensee's commitments under this Licence.
- 6.2 The Licensee shall not be released from any of its obligations under the Licence by any breach or forfeiture of the performance bond.

**PART II: BASIC OBLIGATIONS OF PUBLIC
TELECOMMUNICATION LICENSEE**

7 Provision of Domestic Services

7.1 The Licensee shall establish, install, maintain and operate the systems and shall provide, through or with the use of the systems in Schedule A, a Basic Telephone Service to any person in Singapore who requests the provision of such service where the Licensee has rolled out its local access network*.

(* Condition 7.1 was amended on 1 July 2005)

7.2 In this Condition, “Basic Telephone Service” means a fundamentally plain telephony service provided through a telephone set connected to the public switched telephone system and which service excludes that which is provided through any enhanced or supplementary configuration of Systems.

8 Provision of International Services

8.1 The Licensee shall take all reasonable steps to provide to any person to whom it provides telecommunication services, full connection by means of the Systems to international telecommunication services, unless IDA is satisfied that for any of the reasons set out in Condition 46 it would be unreasonable for the Licensee to do so.

9 Public Emergency Call Services

9.1 The Licensee shall ensure that

- (a) any person through customer premises equipment connected to the Licensee’s public switched telephone system; and
- (b) any person through its public payphones

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 for Communications and Information Technology may from time to time designate, for the purpose of notifying them of any emergency.

10 Public Maritime Emergency Services

- 10.1 The Licensee shall ensure that it is possible for any person to contact at any time and without charge, distress, urgency and safety services for shipping for the purpose of notifying them of an emergency and shall, subject to fair and proper payment by the relevant Government ministry, department, statutory board or official agency, provide the necessary facilities for distress, urgency and safety services in accordance with the Radio Regulations of the International Telecommunications Union.

11 Co-operation with Civil/Public Bodies

- 11.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all way possible for the provision of national security and emergency services.

12 Provision of Directory Enquiry Services

- 12.1 The Licensee shall provide, on request, to any person to whom it provides telecommunication services, directory enquiry services based on an integrated customer database. IDA reserves the right to require the Licensee to obtain IDA's prior written approval on any charges it intends to levy for the provision of the directory enquiry services and the Licensee shall comply with such requirement imposed*.

(* Condition 12.1 was replaced w.e.f. 1 September 2003.)

- 12.2 IDA reserves the right to direct the Licensee to provide directory enquiry services for subscribers of other licensees.

13 Provision of Integrated Directories

- 13.1 IDA reserves the right to direct the Licensee to provide integrated directories for all subscribers at no charge (except with the approval of IDA) and at annual intervals or any other intervals to be agreed with IDA.

13.2 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 IDA, whose decision is final.

14 Integrated Directory and Directory Enquiry Service

14.1 The Licensee shall exchange all relevant customer data with other licensees for the purpose of providing integrated directories and providing integrated directory enquiry services. The data so exchanged will be free of charge. Subject to IDA's approval and applicable Codes of Practice, the Licensee may recover the cost of facilitating such exchanges of data with other licensees.

15 Public Payphones

15.1 The Licensee shall, in compliance with any directions, which IDA may from time to time issue, provide and maintain public payphone services in Singapore.

PART III: TECHNICAL OBLIGATIONS

16 Use of Telecommunication Equipment in the Systems

- 16.1 Prior to the operation of the Systems, the Licensee shall in accordance with Section 9 of the Act, submit for IDA's approval all telecommunication infrastructure, technology and any telecommunication equipment which is part of the Systems or which is to be connected to the Systems.
- 16.2 The Licensee shall seek IDA's prior approval from time to time for any other telecommunication equipment to be used in the operation of the Systems for which the 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.

17 Operation of Radiocommunication Stations

- 17.1 The Licensee shall apply for all necessary licences under the Radiocommunication Regulations for the operation of any radiocommunication stations comprised in the Systems and shall abide by any conditions imposed thereunder, including the payment of station licence fees and frequency fees for the allocation and management of frequencies by IDA.
- 17.2 Any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of any radiocommunication station comprised in the Systems shall be submitted in writing for IDA's prior approval.
- 17.3 The height of the antenna of any radiocommunication station comprised in the Systems shall not exceed 50 metres above mean sea level (AMSL). Where necessary however, IDA may grant conditional approval for the Licensee to exceed the prescribed height level provided that the Licensee shall take all necessary steps, at its own cost, to ensure that its network will not cause interference to or receive interference from other authorised networks.

18 Use of Radio Frequencies

- 18.1 The Licensee shall, in its application to IDA, justify the use of radio frequencies and shall, subject to payment of the required frequency fees, be provided with the necessary frequencies to enable the effective and efficient operation of the Systems and the provision of the Services by the Licensee.
- 18.2 The Licensee shall take all necessary steps to ensure that the use of its Systems is safe and does not cause interference to other existing radiocommunication networks operating in the same band or in other bands. The Licensee shall also take appropriate measures to ensure that its Systems is adequately protected from interference that may be caused by networks operating in the same band or in other bands.

19 Assignment of Numbers

- 19.1 The Licensee shall comply with IDA's National Numbering Plan and IDA's Framework and Guidelines on the usage, allocation and assignment of numbers. The Licensee shall, in its submission to IDA, justify the use of numbers and shall, subject to payment of the required fees for Golden Numbers, be provided with the necessary numbers to enable the effective and efficient operation of the Systems and provision of Services. The Licensee shall take all necessary steps to ensure that the numbers allocated are efficiently utilised.
- 19.2 Any telephone number(s) assigned to the Licensee is the property of IDA and the Licensee shall have no proprietary right to the telephone number(s) assigned.
- 19.3 IDA reserves the right to alter and/or reallocate any telephone 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 telephone number(s).

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

20 Requirement to Provide Access

- 20.1 The Licensee shall provide to any person licensed by IDA to provide telecommunication services in Singapore, means of access to the Systems.
- 20.2 The Licensee may, with the prior approval of IDA, impose an access charge upon any person licensed by IDA to provide telecommunication services in Singapore through or with the use of the Systems.
- 20.3 The Licensee shall comply with IDA's Interconnection & Access Framework, Arrangements and Requirements, including Codes of Practice, which IDA may from time to time, issue to the Licensee.

21 Connection to Other Systems

- 21.1 The Licensee shall connect to the Systems on request and at appropriate connection points, which it shall provide for this purpose:
- (a) any equipment approved or exempted from approval by IDA for connection to the Systems; and
 - (b) any public or private telecommunication systems approved or licensed by IDA which systems also meet any other requirements, which IDA may from time to time impose.
- 21.2 Notwithstanding Condition 21.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or system that:
- (a) has not been approved, licensed or exempted from approval or licensing by IDA; or
 - (b) no longer meets the requirements for approval or licensing by IDA, in respect of which IDA has issued a notice to that effect to the person who has under his control such equipment or system.

21.3 The terms and conditions for the connection of equipment or systems to the Systems of the Licensee shall be determined by agreement between the Licensee and the owner or operator of the equipment or system except in so far as the conditions are prescribed in the Act or in this Licence. In the event that the parties cannot reach an agreement, the matter shall be determined by IDA whose decision shall be final.

22 Arrangements for Connection to Systems

22.1 The Licensee shall not impose technical or other conditions or employ any arrangements for the connection of equipment or systems to the Systems other than those set by IDA. In particular, the Licensee shall not, except where IDA is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the connection of approved equipment or systems to the Systems.

22.2 In this Condition, 'Intellectual Property Rights' means, without prejudice to its generality, the rights to patents, trade marks, designs, know-how and copyright.

22.3 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.
- (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.

(*Condition 22.3 was added on 26 February 2007)

23 Changes to Systems

- 23.1 The Licensee shall give notice in writing to IDA and shall notify all parties affected of any changes it intends to implement in the specification or performance of the Systems which would require changes to any equipment or systems connected to the Systems or which would have the effect of making such connections inoperable. The period of notice given shall be appropriate to the likely impact on the parties affected and on connected equipment or systems and shall be decided in consultation with IDA.

23.2 Where IDA considers that a change in the Systems referred to in Condition 23.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes in its own systems in order to connect its systems to the Systems, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of IDA before implementing such a change.

24 Infrastructure Sharing and Deployment

24.1 The Licensee shall comply with IDA's Framework for Facilities Sharing and Deployment, including Codes of Practice.

24.2 Where IDA considers it necessary for the Licensee to share infrastructure with other telecommunication licensees in designated areas in the national and/or public interest or otherwise, IDA shall inform the licensees accordingly so that licensees can make the necessary arrangements before submitting their infrastructure sharing plans to IDA for approval. The Licensee shall share infrastructure whenever and wherever mandated by IDA in accordance with the Framework for Facilities Sharing and Deployment, including Codes of Practice.

PART V: SERVICE OBLIGATIONS

25 Price Control/Tariffing Arrangements/Quality of Service Standards

- 25.1 IDA reserves the right to establish price control arrangements and Quality of Service Standards for the Services provided by the Licensee with which the Licensee shall comply.
- 25.2 IDA reserves the right to require the Licensee to maintain separate financial data and accounts for the Services and shall submit on request these data and accounts to IDA for inspection.
- 25.3 IDA reserves the right to require the Licensee to file its schemes of service, including non-price terms and conditions for the provisioning of services and price schemes with IDA before commercial launch or announcement of such services.

26 Publication of Charges, Terms and Conditions and Other Information

(* Condition 26.1 was amended w.e.f 18 November 2011)

- 26.1 The Licensee shall publish information about the Services it provides, covering inter alia, descriptions and pricing of the services available, the terms and conditions thereof, and the provision of fault repair and any other commercial and technical services and such other information as IDA may require the Licensee to publish in relation to the Services.

27 Confidentiality of Subscriber Information

- 27.1 The Licensee shall respect and ensure the confidentiality of subscriber information, especially for ex-directory numbers except under the following circumstances:
- (a) where sharing of information with other licensee is necessary to detect, prevent or investigate into fraud;
 - (b) where disclosure is deemed necessary by IDA or the relevant law enforcement or security agencies to carry out their functions or duties.

PART VI: OTHER OBLIGATIONS

28 Codes of Practice

28.1 The Licensee shall comply with the Codes of Practice issued by IDA as well as any additional or supplemental guidelines, which IDA may issue from time to time to the Licensee.

29 Number Portability

29.1 The Licensee shall implement number portability from commencement of service subject to IDA's number portability requirements and charging principles.

29.2 The Licensee shall comply, at its own cost, with any requirements and guidelines established by IDA on number portability to be implemented by the Licensee.

30 Accounting Separation

30.1 The Licensee shall comply with the practices, principles and requirements set out in the Accounting Separation Guidelines established by IDA, and any additional or supplemental guidelines issued by IDA from time to time.

31 Restriction on Undue Preference and Undue Discrimination

31.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in, inter alia, the price and performance characteristics of the services provided or the terms and conditions under which the services are provided. In particular, the Licensee shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person, if IDA 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.

32 Restriction Against Anti-Competitive Arrangements

- 32.1 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 provision of Services by the Licensee or any other telecommunication system and/or services licensed by IDA.
- 32.2 The Licensee shall comply with IDA's Safeguards Against Unfair Practices/Conduct guidelines and IDA's Fair Practices/Conduct Guidelines for telecommunication service providers and any additional or supplemental guidelines issued by IDA from time to time.

33 Restriction on Exclusive Arrangement for International Services

- 33.1 The Licensee shall not enter into any agreement or arrangement with a person running an Authorised Overseas System on terms or conditions which unfairly preclude or restrict, to the detriment of the national and/or public interest, the provision of any international telecommunication services by any person licensed by IDA to provide those services.
- 33.2 In this Condition, 'Authorised Overseas System' means a system, which is recognised by the Government or any competent authority of a foreign country as authorised to provide telecommunication services by or through that system.
- 33.3 The Licensee shall comply with IDA's requirements on the international settlement regime and seek IDA's endorsement and/or approval to the arrangements reached with other licensees, before implementation.

34 Contracts with Third Parties to Operate or Provide Licensed Systems or Services

- 34.1 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 this Licence to share in the benefits of, or otherwise gain any rights or privileges under this Licence, or which would otherwise result in a breach or circumvention of Condition 3.1, the Licensee shall seek IDA's approval for the joint venture, association, contract or arrangement in question.
- 34.2 IDA may direct at any time the Licensee to effect any changes it deems necessary in the terms and conditions of the joint venture, association, contract or arrangement referred to above.
- 34.3 If the Licensee fails to effect the necessary changes referred to in Condition 34.2, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement.
- 34.4 Nothing in Condition 34.1 shall be construed as requiring the Licensee to obtain the approval of IDA for the appointment of agents or for the employment of independent contractors or sub-contractors to carry out any works or provide any services which enable the Licensee to discharge its duties and obligations under this Licence provided that the Licensee shall be liable to IDA for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

35 Ownership, Shareholding and Management Arrangements

- 35.1 The Licensee shall seek IDA's written approval at least one (1) month in advance of any change in the appointment of its Chairman, Board of Directors or Chief Executive Officer and shall for this purpose provide IDA with the details of any such change and any further information requested by IDA*.

(* Condition 35.1 was amended on 4 April 2005.)

36 Direction by IDA

- 36.1 The Licensee shall strictly and without any undue delay comply with any directions, which IDA may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.
- 36.2 IDA may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to Condition 36.1.
- 36.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by IDA. The Licensee shall not during the currency and 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 Officer of IDA. The Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

37 Dispute Resolution

- 37.1 In the event that the Licensee fails to reach an agreement with other telecommunication licensees on matters relating to the requirements of this Licence or the Act, the matter shall be determined by IDA whose decision shall be binding on all parties concerned.
- 37.2 IDA reserves the right to levy a fee for work undertaken in this respect.

38 Provision of Information to IDA

- 38.1 The Licensee shall provide IDA with any document and information within its knowledge, custody or control, which IDA may, by notice or direction require. The Licensee undertakes to IDA that any such document and information provided to IDA shall be true, accurate and complete.
- 38.2 For the purposes of ensuring the Licensee's compliance with the conditions of the Licence, IDA 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 IDA's request, submit the audited accounts and reports prepared under this Condition 38.2 to IDA for inspection and verification.

- 38.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by IDA pursuant to Condition 38.1, as well as the fact that IDA has requested for such document and/or information.
- 38.4 IDA may use and disclose any such document or information provided to IDA pursuant to Condition 38.1 as IDA deems fit. Where IDA proposes to disclose any document or information obtained pursuant to Condition 38.1 and IDA 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 reasonable be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, IDA will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before IDA makes a final decision on whether to disclose the information.

39 National Emergency and Security

- 39.1 The Licensee shall, where directed by IDA, 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.
- 39.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 39.1 as well as the fact that IDA has requested the Licensee to participate in such emergency activities and preparations.
- 39.3 IDA, may from time to time, require the Licensee to submit to IDA 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 IDA, at least one month before such change is intended to be implemented.

40 International Obligations

- 40.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under this 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.
- 40.2 IDA shall notify the Licensee from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 40.1 applies for its compliance.

40A Consolidation Conditions

- 40A.1 The Licensee shall comply with the specific terms and conditions set out in Schedule D, which form part of the terms and conditions of the Licence.

PART VII: SUSPENSION, VARIATION AND TERMINATION

41 Penalty Framework for Breach of Licence Conditions

41.1 Where the Licensee breaches any licence condition, IDA may impose a financial penalty on the Licensee in accordance with Section 8 of the Act. IDA may also forfeit any monies payable under the performance bond as stated in Condition 6.

42 Variation of Terms of Licence

42.1 IDA may vary or amend any of the terms of this Licence in accordance with, and under the procedure provided by, Section 7 of the Act.

43 Suspension/Cancellation

43.1 IDA may, in any of the events specified in Section 8 of the Act, by notice in writing given to the Licensee, suspend or cancel the Licence in whole or in part, or impose a fine in such amounts IDA thinks fit.

44 Termination of Licence

44.1 In the event that the Licensee desires to terminate its licence or any of the Services it operates, the Licensee shall seek IDA's approval in writing at least six months in advance.

45 Rights upon Termination, Suspension or Cancellation

45.1 Any termination, suspension or cancellation of the Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or IDA under the Licence or any written law 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.

46 Exceptions and Limitations on Obligations

46.1 The Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that IDA is satisfied that it is prevented from complying with those obligations for the following reasons:-

- (a) malfunction or failure of any equipment where IDA determines that reasonable measures were taken beforehand;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor, which, in the opinion of IDA 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 terminate with all reasonable speed the factor(s) preventing the carrying out of its obligations and shall resume the performance of its obligations as soon as the factor(s) which prevented the performance thereof ceases or abates.

47 Compliance with the Law

47.1 The Licensee shall observe and comply with the Act, the Radiocommunication Regulations, the International Telecommunication Convention and any other treaty or convention to which Singapore is a party.

47.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other licences, permits or approvals that may be required under any written law in force in Singapore.

48 Governing Law

48.1 This Licence shall be governed by and construed according to the law of Singapore.

49 Service of Notices

49.1 All notices under this Licence shall be in writing and shall be deemed to have been given if sent by hand or pre-paid post or by facsimile to the Licensee's registered address as lodged in the Registry of Companies and Businesses.

50 Severability

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

Dated this 5 May 1998

Modified on 8 September 2000 and 2 July 2002



Director-General (Telecoms)

**For Chief Executive Officer
Info-communications Development Authority of Singapore**

SCHEDULE OF INTERPRETATION

In this Licence, unless the context otherwise requires:

- (a) Words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (b) The titles to the provisions of this Licence are for convenience of reference only and are not part of this Licence and shall not in any way affect the interpretation thereof;
- (c) Any word or expression used in this Licence shall have the same meaning as it has in the Act;
- (d) Any reference in this Licence to the Act shall include any regulations made thereunder;
- (e) Any reference in this Licence to any regulations made under the Act shall include any regulations made under the Telecommunications Act (Cap.323) until such regulations are revoked or repealed by subsidiary legislation made under the Act;
- (f) Any reference in this Licence to a person shall be deemed to include natural and legal persons;
- (g) Any reference to monetary amounts in this Licence shall be deemed to be denominated in Singapore Dollars; and
- (h) Any reference to any Guidelines, Codes or Framework or other rules or documents promulgated by IDA shall be read as reference to such as may be amended from time to time.

SCHEDULE A

**DESCRIPTION OF THE TELECOMMUNICATION SYSTEMS TO BE
ESTABLISHED BY STARHUB PTE LTD**

[Removed]

SCHEDULE A1

**DESCRIPTION OF WBA TELECOMMUNICATION SYSTEMS TO BE
ESTABLISHED BY STARHUB LTD**

[Removed]

SCHEDULE B

**DESCRIPTION OF THE TELECOMMUNICATION SERVICES TO BE
PROVIDED BY STARHUB PTE LTD**

[Removed]

SCHEDULE B1

**DESCRIPTION OF WBA TELECOMMUNICATION SERVICES TO BE
PROVIDED BY STARHUB LTD**

[Removed]

SCHEDULE C

PERFORMANCE BOND

[Removed]

SCHEDULE D

**SPECIFIC TERMS AND CONDITIONS FOR
GRANT OF APPLICATION FOR CONSOLIDATION**

[Removed]

SCHEDULE E
(Where Applicable)

**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 numbers¹ for such services and assigning such numbers to the Licensee's customer (referred to in this Schedule 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 Schedule.
- 2.3 IDA reserves the right to require the Licensee to comply with additional safety and security safeguards to enhance security measures for public and national safety.

¹ An International Telecommunications Union Telecommunication Standardization Sector ("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.

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 authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

(a) Name, address and, as applicable, NRIC number, passport number or business registration number of the subscriber (or, where the subscriber is not located in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of purchase, shall be used instead.);

(b) IP telephony number assigned to the subscriber;

(a) Date of activation of the subscriber's account;

(b) Internet Service Provider account used by the subscriber to access the Licensee's IP Telephony Service where applicable; and

(c) Media Access Control ("MAC") / Internet Protocol ("IP") address where applicable.

3.2 IDA reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.

3.3 Before recording the particulars referred to in Condition 3.1 of this Schedule, the Licensee shall:

(a) where the subscriber is in Singapore, require the production of the subscriber's identify 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.
- 3.4 The records in the register shall be kept at the Licensee's premises for a period of not less than 6 calendar months from the date of termination of the Services to the subscriber.
- 3.5 The Licensee shall maintain Call Detail Records ("CDRs") of all calls made and received through the Licensee's IP Telephony Services which are operated and/or provided in Singapore.
- 3.6 All CDRs shall be kept by the Licensee in Singapore for a period of not less than 12 calendar months.

4 Registration of Retailers

- 4.1 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 (or, 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.);
 - (b) Contact telephone number(s) of the retailer; and
 - (c) IP telephony number accounts allocated by the Licensee to the retailer for sale;

- 4.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 3.1, 3.2 and 3.3 of this Schedule upon the registration of a subscriber and forward such information to the Licensee within 2 days of the activation of the subscriber's account.
- 4.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 4.4 The records in the register shall be kept at the Licensee's premises for a period of not less than 6 calendar months from the date on which the retailer ceases to sell the Services of the Licensee.

5 Additional Conditions for Provision of IP Telephony Services Utilising Level "6" Telephone Numbers issued by IDA

- 5.1 Where the Licensee provides any of the Services utilizing a level "6" telephone number, he shall comply with Conditions 5.2 to 5.5 in respect of such services (hereinafter referred to as "Level "6" Services"). For the purposes of Condition 5, "Fixed Network Telecommunication Services" means fixed line basic telephony services associated with number level "6".
- 5.2 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.
- 5.3 The Licensee shall ensure that:
 - (a) any person through customer premises equipment that enable 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 such services of any emergency.

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

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

(*Condition 5 was amended on 16 May 2007.)

6 Technical Requirements for the provision of access to Emergency Services

6.1 The Licensee is also required to comply with the following technical requirements for all calls made to public emergency services if it provides its subscribers access to public emergency services:

- (a) The Licensee shall pass Calling Line Identity (“CLI”) for all calls;
- (b) Licensees shall not manipulate the CLI of the original calling party and the original calling party CLI shall be passed on in the conveyance of a call accordingly;
- (c) Licensees shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party; and
- (d) The A-bit of the Forward Call Indicator (“FCI”) of the Initial Access Message (“IAM”) on the ITU-T Signalling System Number 7 ISDN User Part (“ISUP”) 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/trunks.