



CONSULTATION PAPER ON CLASS
LICENSE FOR THE PROVISION OF
FOR TRACKING SERVICES



PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

Consultation Questions for Class License for Tracking Services

Q1: Considering the operational nature of tracking services and their reliance on licensed mobile/satellite networks, should the License be limited to **nationwide jurisdiction** only?

If not, should regional/provincial authorization be considered, and what would be the regulatory or market implications?

Q2: The license term has been reduced from 15 years to 10 years. Considering investment recovery cycles, technology evolution, and regulatory flexibility, is 10 years appropriate?

Q3: Is the definition of "Tracking Services" provided in the template sufficiently comprehensive?

Q4: The Initial License Fee (ILF) has been set at PKR 500,000. Is this fee appropriate?

Q5: The Annual License Fee (ALF) is proposed as a fixed fee of PKR 25,000/- rather than percentage-based. Do you support this approach?

Q6: Additional comments (if any): Stakeholders may provide specific clause-wise comments.

PAKISTAN TELECOMMUNICATION AUTHORITY

PTA Headquarters, F-5/1 Islamabad, Pakistan

(www.pta.gov.pk)

License No. CVAS/<Category>/<Number>/<Year>/<TS>

Dated: XXXXXXXX

DATA CLASS LICENSE FOR PROVISION OF TRACKING SERVICES ISSUED UNDER SECTION 21 OF THE PAKISTAN TELECOMMUNICATION (RE-ORGANIZATION) ACT, 1996

The Pakistan Telecommunication Authority ("Authority") hereby grants a non-exclusive License to **xxxxxxxxxxxxxxxxxx (Private) Limited.**, [- - - - - Address - - - - -] (the "Licensee") to provide Data Class Services in Pakistan, subject to the terms and conditions contained herein:

For and on behalf of

For and on behalf of the Authority,

[Name of Signatory]

Chief Executive Officer or Authorized Representative
xxxxx (Private) Limited.

[- - - - - Registered Address - - - - -]

[- - - - - Registered Address - - - - -]

[- - - - - Registered Address - - - - -]

[- - - Name - - -]

**Director General
(Wireline Licensing)**

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ARTICLE 1 - GRANT OF LICENSE

1.1. SCOPE OF THE LICENSE

1.1.1. This License authorizes the Licensee:

- (a) To provide Licensed Services i.e. Tracking Services in **Pakistan** in accordance with para 1.2 and;
- (b) To establish, maintain and operate the Licensed System for provisioning of Licensed Services in Pakistan in accordance with para 1.2.1.

1.2. NATURE OF LICENSED SERVICES

1.2.1. The Licensee shall provide Licensed Services to End Users by acquiring:

- (a) Resources such as SIM(s) from Cellular Mobile Operators/MVNO duly licensed by the Authority, for terrestrial based Tracking Services;

And/ Or

- (b) Satellite connectivity from Satellite Service Provider duly licensed by the Authority, for satellite based Tracking Services;

Provided that the Licensee shall obtain prior approval of the Authority for satellite based Tracking Services.

1.2.2. This License does not authorize the following:

- (a) To establish, operate or maintain a public switched telecommunication network, or telecommunication infrastructure, except for the arrangements specified in clause 1.2.1;
- (b) The interconnection of the Telecommunication System of the Licensee to the Telecommunication System of a service provider that provides telecommunication services outside Pakistan;
- (c) To provide wholesale bandwidth services directly or indirectly to any person or entity including any other licensees.
- (d) The origination, transportation and/or termination of voice;
- (e) Broadcasting and distribution of radio or television programming;
- (f) The establishment, maintenance or operation of a Telecommunications System to provide any Telecommunication Service that is not authorized in this License or restricted by the Authority from time to time;
- (g) Provision of licensed services outside Pakistan;
- (h) Hosting or transferring of any data related to tracking service outside Pakistan;

- (i) Tracking without obtaining prior consent from the End User;
- (j) To such acts which may jeopardize the security, beliefs and heritage of Pakistan and its relationship with its allies around the world;

1.2.3. This License makes it mandatory for the Licensee to establish 'Service Level Agreements' (SLAs) with CMOs/MVNO, and/or Satellite Service Provider for provision of Licensed Services. All such SLAs shall be approved by the Authority. SLAs shall include minimum following conditions:

- (a) Scope of the Agreement
- (b) Area
- (c) Pricing Mechanism for Services
- (d) Maintaining the Quality of Services (QoS)
- (e) Dispute Resolution Mechanism
- (f) Force Majeure

1.2.4. Upon being informed by the Authority that an Operator's License from the Authority to provide a Telecommunication Service or to establish, maintain and operate a Telecommunication System, is suspended or terminated, the Licensee shall as promptly as practical in the circumstances, disconnect its Telecommunication System from the Telecommunication System of that Operator, and discontinue using the Telecommunication Service of that Operator, until such time as the Authority informs the Licensee that the Operator's License from the Authority is restored or renewed.

1.3. EFFECTIVE DATE AND TERM OF THE LICENSE

1.3.1. This License shall come into force on the Effective Date and shall be valid for a term of 10 (ten) years. At the expiration of term, this License may be renewed for any further term. If the Authority decides not to renew this license by a similar or another lesser term, then a written notice must be served to the Licensee before the expiration of the initial term, in line with Pakistan Telecommunication Rules, 2000.

1.3.2. If the Licensee wishes to renew the License at the expiration of the initial term, it shall submit to the Authority a written request to renew the License at least 30 months prior to the expiration of the initial term.

1.3.3. Within 6 x months after the receipt of the Licensee's notice pursuant to section 1.3.2, the Authority shall either:

- (a) Renew the License on such terms and conditions as are consistent with the policy of the Federal Government at that time, to come into effect at the conclusion of the initial term, or
- (b) Give written notice to the Licensee stating that the Authority may not renew the License and provide reasons thereof, which may include the Licensee's repeated, grave or continuing violations of the terms and conditions of this

License, the Act, Rules or Regulations during the initial term of the License. The Licensee shall be given 60 days to make written representations in response to the Authority's show cause notice. Within 30 days after the conclusion of such 60 day period, the Authority shall hold a hearing where the Licensee may make representations in response to the Authority's show cause notice. The Licensee may, as part of its representations, indicate the further License conditions it is prepared to accept to reduce the likelihood of continued or further violations of the terms and conditions of this License, the Act, Rules or Regulations. Following such hearing, the Authority shall, within 15 days, give its determination either:

- (i). That the Authority has determined not to renew the License at the expiration of the initial term, and provide its reasons for making such a determination, or
- (ii). To renew the License on such terms and conditions as are consistent with the policy of the Federal Government at that time, to come into effect at the conclusion of the initial term, or
- (iii). To renew the License on such terms and conditions as are consistent with the policy of the Federal Government at that time, to come into effect at the conclusion of the initial term, and including such additional terms as the Authority considers appropriate to reduce the likelihood of continued or further violations of the terms and conditions of this License, the Act, Rules or Regulations.

1.3.4. Within 30 days after receiving notice of the Authority's determination to renew the License pursuant to section 1.3.3(b)(iii), the Licensee shall notify the Authority either accepting or rejecting the renewal. If the Licensee fails to notify the Authority within the 30 day period, or if the Licensee notifies the Authority rejecting the renewal, this License shall expire at the conclusion of the initial term. If the Licensee notifies the Authority accepting the renewal, this License shall expire at the conclusion of the initial term and the renewed License shall take effect thereafter.

ARTICLE 2 - RIGHTS OF THE LICENSEE

2.1 NUMBERS AND SHORT CODES

- 2.1.1. Number Allocation & Administration Regulations, 2018” shall apply including amendments/modifications made thereto, by the Authority, from time to time.

ARTICLE 3 - OBLIGATIONS OF THE LICENSEE

3.1 COMPLIANCE WITH LAW

- 3.1.1. This License is subject to the terms and conditions contained herein and to the Act, Rules, policies and Regulations respectively. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, Rules, policies or Regulations, the provisions of the Act, Rules, policies and Regulations shall prevail.
- 3.1.2. The Licensee shall establish, maintain and operate its Licensed System to provide the Licensed Services, in compliance with the laws of Pakistan.
- 3.1.3. The Licensee shall at all times co-operate with the Authority and its authorized representatives in the exercise of the powers, functions and responsibilities assigned to the Authority under the Act. The Licensee shall comply with all orders, determinations, directions and decisions of the Authority.
- 3.1.4. The licensee shall provide all information / data and provide access to network / telecommunication system etc. to the Authority or the officer of the Authority duly authorized by the Authority for the purpose of carrying out enforcing and monitoring the license terms and condition in light of provision of the Act, Rules, Regulations, Authority decisions and polices issued from time to time.
- 3.1.5. The Licensee shall not enter into any contract, agreement or other arrangement which is, in any way, inconsistent with any obligations of this License or requirements placed upon the Licensee under this License, the Act, policies, the Rules or the Regulations. Any such contract agreement or other arrangement shall, to that extent, be void.

3.2 NETWORK ROLLOUT OBLIGATIONS

- 3.2.1 The Licensee shall commence the provision of services within one year from the Effective Date.

3.3 ALTERATION OF NETWORK

- 3.3.1 The Licensee shall, within such reasonable time and in such manner as may be directed by the Authority, and at its own expense, alter the course, depth, position or mode of attachment of any apparatus forming part of its Licensed System in order to comply with the requirements of law or any applicable policy.
- 3.3.2 The Licensee must give adequate notice of any changes in the specification or performance of any part of the Licensed System which would require changes to apparatus or systems attached to or interconnected with the Licensed System or which would have the effect of making such connections inoperable. All such changes shall be approved by the Authority. Changes must be published in a reasonable manner and time scale approved by the Authority.

3.4 THE PROHIBITION ON CROSS-SUBSIDIES

- 3.4.1 The Licensee shall not cross subsidize the business under the License through financial resources acquired by the it through other licenses held by it in Pakistan and/ or Azad Jammu & Kashmir AJ&K and/ or Gilgit-Baltistan (GB), by any person controlling it, controlled by it, or under direct or indirect common control with it. This clause is aimed at preventing any anti-competitive behavior in the market.
- 3.4.2 If the Authority, after allowing the Licensee a proper opportunity to respond to any concerns expressed by it, is satisfied that the Licensee is unfairly cross-subsidizing any separately priced Licensed Service by any other Licensed Service, the Authority may serve a written notice on the Licensee requiring it to remedy the situation within the time period specified in the notice.
- 3.4.3 If other licenses are held by the Licensee in Pakistan and/ or AJ&K and/ or GB, by any person controlling it, controlled by it, or under direct or indirect common control with it, the licensee shall maintain and submit to the Authority the separate accounts for each license and for separate areas of business activities under each license in accordance with relevant regulations and guidelines.

3.5 PROHIBITION OF UNDUE PREFERENCE AND UNDUE DISCRIMINATION

- 3.5.1 Except as expressly provided for in this License, the Licensee shall not, in any manner, show undue preference to or exercise undue discrimination against different persons, licensees, groups or classes of customers with respect to the terms, charges or conditions on which it provides any Licensed Service, any interconnection service or terminal equipment. Undue discrimination may also occur if the Licensee charges customers the same price where the costs of supplying them are substantially different.

ARTICLE 4 - FEES AND OTHER CHARGES

4.1 PAYMENT OF FEES

- 4.1.1 The Licensee shall pay initial license fee (ILF) of Rs. 500,000/- to the Authority prior to the Effective Date.
- 4.1.2 The Licensee shall pay annual license fee (ALF) of Rs. 25,000/- for each Financial Year in advance by 30th June of the preceding Financial Year, except for 1st Financial Year annual license fee (ALF) shall be payable with ILF, prior to the Effective Date.
- 4.1.3 In addition to the fees payable hereunder, the Licensee shall pay to the Authority all fees required to be paid under the Act, Rules and Regulations.

4.2 GENERAL CONDITIONS CONCERNING FEES

- 4.2.1 In addition to any other remedies available to the Authority, late payment of any amounts due under this License, shall incur an additional fee calculated at the rate of 2% per month on the outstanding amount, for each month or part thereof from the due date until paid.
- 4.2.2 Further, the outstanding amount shall be recovered as arrears of land revenue in addition to any other penalties or remedies to which the Licensee may be liable under the Act, Rules, Regulations and terms and conditions of this License.
- 4.2.3 If the Licensee disputes any outstanding amounts due under this License as decided by the Authority, the Licensee shall either deposit 50% of the disputed amount in an escrow account opened by the Authority and on terms specified by the Authority or furnish unconditional and continuing bank guarantee, to the satisfaction of the Authority, in favor of the Authority equal to 50% of the disputed amount. Upon resolution of dispute, the amount deposited in escrow account shall accordingly be paid to the Authority or refunded to the Licensee along with bank profit accrued thereon during the period amount deposited in escrow account. In case of bank guarantee, the same shall accordingly be encashed or returned to the Licensee.

Explanation: Late Payment Additional Fee (LPAF) shall not apply to the extent of amount deposited in escrow account, however, in case of submission of Bank Guarantee, LPAF shall continue to apply on total outstanding dues from due date till date of payment.

- 4.2.4 This License shall be suspended / terminated in accordance with the law or Rules or Regulations, in case the Licensee fails to make the payment of any outstanding dues i.e. annual fees, contributions, charges, late payment additional fee, penalties etc. on due dates.
- 4.2.5 Where the Licensee is required, under the License, to make a payment of fees to the Authority that is denominated in a currency other than Pakistan Rupees, the Licensee may make such payment in the equivalent amount of Pakistan Rupees. The rate of exchange for determining the equivalent amount of Pakistan Rupees shall be the TT selling rate of National Bank of Pakistan prevailing at the business day preceding the date of payment.

ARTICLE 5 – INDUSTRIAL, SCIENTIFIC AND MEDICAL (ISM) BAND

5.1 RADIO FREQUENCY SPECTRUM

- 5.1.1 The provisions of the Pakistan Telecommunication (Re-organization) Act, 1996, Pakistan Telecommunication Rules, 2000, policies and Regulations shall apply.
- 5.1.2 Industrial Scientific and Medical (ISM) bands may be used by the Licensee on Non-Interference Basis (NIB) and the Licensee shall comply with all the policies, Rules, Regulations made there under and amendments/modifications made thereto together with new enactment as may be considered expedient and necessary from time to time.
- 5.1.3 In the event of any interference issues arising from the Licensee's operations in the ISM bands, the Licensee shall cooperate with Frequency Allocation Board (FAB), Pakistan Telecommunication Authority (PTA) and other stakeholders to promptly resolve such interference, which may include adjusting their equipment settings or ceasing operation in the affected frequency ranges if required.
- 5.1.4 Pakistan Telecommunication Authority (PTA) reserves the sole discretion to withdraw the provision of the ISM bands or introduce any necessary modifications at any time it deems appropriate. The Licensee shall promptly comply with any such modifications or withdrawal directives issued by the Authority.

5.2 RADIO APPARATUS

- 5.2.1 The Licensee shall operate radio communication apparatus and devices in compliance with all requirements of the Board pertaining to emissions, frequencies of operation, technical characteristics, power and aerial characteristics.

ARTICLE 6 - GENERAL CONDITIONS

6.1 OPERATION OF LICENSED SERVICES

- 6.1.1 The Licensee shall ensure that its Licensed System and the Licensed Services do not cause any damage to, or interference with, any Licensed System or Licensed Services of any other Operator.
- 6.1.2 The licensee is authorized under this license to primarily transmit longitude/latitude, altitude, date time and any other secondary/ additional information associated with tracking object such as speed, temperature, door alert etc that does not cause damage or interference to any system on network of other operators.
- 6.1.3 The Licensee shall conduct its operations and shall establish and maintain its Licensed System in a manner so that it is not a safety hazard and is not in contravention of any law, rule or regulation.
- 6.1.4 Except in the ordinary course of business and in cases where the asset disposed of is unnecessary or is replaced by another asset, providing equivalent or better functionality, the Licensee shall not, without the approval of the Authority, sell, transfer or dispose of any asset employed in running part of the Licensed System by which the Licensed Service is provided or purport or threaten to do so.
- 6.1.5 Licensee shall be under an obligation to comply with all requirements for establishment, maintenance and operation of Licensed Systems and provision of Licensed Services as specified in ITU Radio Regulations.
- 6.1.6 Licensee shall be under an obligation to adhere to the Satellite Policy Framework as and when issued by the Federal Government, in letter and spirit, and fulfill the specific conditions imposed on it under any such policy.
- 6.1.7 For ensuring operational continuity of its Licensed Services, the Licensee shall take necessary steps including those conveyed by the Authority from time to time.
- 6.1.8 For the purpose of monitoring and enforcing the operation of network / telecommunication, the licensee shall provide all information and extend access to the network / telecommunication to the Authority or the authorized officer(s) of the Authority as and when required.

6.2 DISCONTINUATION OF SERVICES

- 6.2.1 The Licensee shall not discontinue providing the Licensed Services or a category of Licensed Services unless:
- a. The Licensee gives the Authority and affected customers at least 90 days prior written notice of such discontinuation, and

- b. Authority's prior written approval to such discontinuation is obtained. The Authority will not give its written approval to such discontinuation if the Licensee is in arrears of any fees and contributions.

6.3 MONITORING OF LICENSED SERVICE PROVISION

- 6.3.1 The Licensee shall establish, maintain, upgrade , provide and extend, at its own cost, state-of-the-art system(s) (equipment hardware, firmware, software) at premises designated by the Authority and ensure its upgrading, updating, security and safety in best possible order to measure location information, asset status, route history, network threat detection, malware analysis, critical information protection, and quality of service in a manner specified by the Authority. The Licensee shall provide the Authority with access to such system, and the information generated by such system/ equipment, and shall extend full co-operation and assistance to the Authority in connection with the Authority's exercise of these service provision and quality monitoring. The Licensee shall also be obliged to appear before the Authority, when called upon to do so, to answer any query on these matters put by the Authority.
- 6.3.2 The Authority shall have the full right to visit, inspect any premises or facility including hardware and software of the Licensee.

6.4 PROVISION OF INFORMATION

- 6.4.1 The Licensee shall furnish to the Authority such information as the Authority may request regarding the Licensee's network plan, network and terminal standards, links utilized, network audits and penetration tests from an Accredited technical auditor(s) financial information, costs and accounts, subscriptions, network usage or any such other information as the Authority may from time to time require in connection with its functions, powers and responsibilities.
- 6.4.2 The Licensee shall maintain such systems of records including financial, subscriptions, books of accounts and other indicators / records as per requirement of PTA's ICT indicators database on monthly, quarterly and annual basis or as the Authority may require. The Authority shall give the Licensee a reasonable period of time, not to exceed 120 days, to implement appropriate routines and systems to comply with any such requirement imposed by the Authority. Upon request by the Authority, the Licensee shall make its books and records available for inspection by the Authority.
- 6.4.3 The Licensee shall maintain financial records and books of accounts in accordance with the laws of Pakistan. The Licensee shall submit audited financial statements, including at a minimum Statement of Financial Position, Statement of Profit or Loss and Other Comprehensive Income, Statement of Changes in Equity and Statement of Cash Flows along with related notes as and when required by the Authority.
- 6.4.4 The Authority shall take reasonable steps to maintain the confidentiality of information that is disclosed to it by the Licensee and which is clearly indicated as confidential, except that the Authority may disclose information where the Authority determines that the public interest in disclosure outweighs the Licensee's interest in maintaining the confidentiality of such information.

6.4.5 The Licensee shall provide the Authority with any information, documents, accounts, reports, estimates and returns it may require to enable it to carry out its functions.

6.4.6 The Authority may also require the Licensee to establish arrangements for separate audited accounting for certain activities in order to permit effective monitoring of the Conditions of this License (e.g. with regard to cross subsidies and predatory pricing).

6.5 MONITORING OF QUALITY OF SERVICE

6.5.1 The Licensee shall at all times meet or exceed the quality of service standards and such other quality of service standards as the Authority may, by Regulation, require. The Licensee shall maintain records of its performance in meeting these quality of service standards, and shall submit them to the Authority on a monthly basis in such format as the Authority may require. The Licensee shall maintain supporting records for inspection and technical audit as and when required by the Authority. The Licensee shall maintain all such records for a period of three years.

6.5.2 The Authority may carry out tests on the quality of the Licensed Services and the Licensee's Telecommunication System and the Licensee shall extend full co-operation and assistance for the purpose including provision of test instruments and equipment.

6.6 INSPECTION

6.6.1 The Licensee shall allow inspection of any premises or telecommunications equipment, wherever situated, by an authorized representative of the Authority at any time and furnish to the representative such information as may be required by the Authority.

6.7 NATIONAL SECURITY

6.7.1 The Licensee shall comply with the national security and other requirements of section 54 of the Act and any other national security requirements under any other law.

6.7.2 It shall be open to the Authority to restrict the Licensee from operating in any sensitive area defined by the Federal Government from the National Security point of view.

6.7.3 The Licensee shall not transfer user information and logs of tracking services to any person/place outside Pakistan including AJ&K and GB.

6.7.4 No traffic shall be hauled outside Licensed territory.

6.7.5 No remote access shall be provided to any unauthorized person/place outside Pakistan for any maintenance/repairs/databases/facility.

6.7.6 No ciphering, equipment or software, shall be used by the service provider or user without obtaining necessary prior approval of the Authority.

6.7.7 The Licensee shall establish, maintain, upgrade, provide and extend at its own cost state-of-the-art equipment at premises designated by the Authority in consultation with the Designated Agency in order to monitor the communication for the purpose of National

security and shall ensure its upgrading, security and safety. The system must be compliant with ETSI Lawful Interception (LI) and other related security standards of communications security and must be ready to be extended as desired by the Authority.

- 6.7.8 The Lawful Interception (LI)/ IP portal system shall be made available as and when required by the law enforcement Agency.

6.8 PROVISION OF RECORDS

- 6.8.1 The Licensee shall record/store tracking data logs/info along with IP address for one year for scrutiny by or as directed by the Authority or required by security agencies under law.

6.9 NETWORK STANDARDS AND NETWORK SECURITY

- 6.9.1 The Licensee shall use any type of network equipment that meet the relevant ITU or other telecommunication standards recognized by the Authority.

- 6.9.2 The Licensee shall ensure that its network is at all times inter connectable and inter operable with the networks of other Licensed Operators. If the Licensee implements any new equipment or protocols in its network, the Licensee shall bear the cost of any modifications to its network to maintain such interconnectivity and interoperability with the then-existing interconnected networks of other Licensed Operators.

- 6.9.3 The Licensee shall ensure that Licensed Systems and Licensed Services at all times fulfils the traits of Confidentiality, Integrity and Availability, as per standards recommended by ITU-T

- 6.9.4 The Licensee shall ensure deployment of state-of-the-art equipment/solutions, in an effort of adopting defensive measures, for securing and protecting its Licensed Systems, network data and Licensed Services from accidental and malicious cyber risks/ threats.

- 6.9.5 The Licensee shall make reasonable efforts to employ modern technology as it becomes available for the provision of the Licensed Services so as to provide modern and efficient services to its customers to the maximum practicable extent.

6.10 TYPE APPROVAL OF TERMINAL EQUIPMENT

- 6.10.1 The Licensee shall not install or connect, or permit the installation or connection of, any terminal equipment to its Licensed System unless the terminal equipment is type approved, or otherwise permitted by the Authority. The Licensee shall not install or connect, or permit the installation or connection of, any terminal equipment or type of terminal equipment prohibited by the Authority.

- 6.10.2 Licensee shall provide an automated mechanism for monitoring of any terminal equipment connected to its Licensed System.

6.11 COMMENCEMENT CERTIFICATE

- 6.11.1 The Licensee shall not provide any Licensed Services to customers, or accept any payment from customers in respect of Licensed Services to be provided by the Licensee, until the Licensee has obtained from the Authority a commencement certificate evidencing that the Authority is satisfied that the Licensee has established its Licensed System, and is able to provide the Licensed Services, in accordance with the description in the Licensee's application for this License previously submitted to the Authority and at a level of quality and reliability that is consistent with international industry best practices.
- 6.11.2 The licensee shall be obliged to commence Licensed Services within one year from the signing of the License.
- 6.11.3 The Licensee shall give 30 days prior written notice to the Authority of the date on which the Licensee intends to commence providing its Licensed Services to customers. The Licensee shall cooperate with the Authority in its investigation of its Licensed System and the Licensed Services in connection with the issuance by the Authority of a commencement certificate.

ARTICLE 7 - RELATIONS WITH CUSTOMERS

7.1 STANDARD CONTRACT OF SERVICE

- 7.1.1 The Licensee shall submit a standard contract of service for use with individual customers, for approval by the Authority, before commencement of its Licensed Services. The Licensee shall file the standard contract, and amendments thereto from time to time, with the Authority for its approval. The Authority shall approve the standard contract if it contains the terms and conditions described in section 7.2.1, and it contains terms and conditions that are not unduly burdensome.
- 7.1.2 The standard contract, as approved by the Authority, shall apply to all individual customers that obtain Licensed Services from the Licensee.
- 7.1.3 Prior to providing Licensed Service to individual customers, the Licensee shall enter into a contract with such individual customers in accordance with the standard form contract approved by the Authority.
- 7.1.4 Upon application by the Licensee, the Authority may waive compliance by the Licensee with the provisions of section 7.1.3 herein subject to such terms and conditions as the Authority may impose.
- 7.1.5 The Licensee may enter into agreements with corporate customers for the provision of Licensed Services on terms that are negotiated between the Licensee and such customers. However, this License explicitly prohibits the Licensee from offering Licensed Services, directly or indirectly, to any person or entity, including other licensees, for the purpose of further resale.

7.2 CONTENTS OF THE STANDARD CONTRACT OF SERVICE

- 7.2.1 The standard contract shall include, at a minimum, the following terms and conditions:
- (a) Deposits and alternative methods of providing security for payment where reasonably required, provided that in no circumstances may such deposits or security exceed the charges reasonably anticipated to be incurred by the customer within a three (3) month period,
 - (b) Pricing or mechanisms by which prices are determined,
 - (c) Privacy of communications,
 - (d) Confidentiality of customer information,
 - (e) Refunds or other rebates for service problems or over-billing,
 - (f) Payment terms, including any applicable interest or administration charges,
 - (g) Minimum contract period, and

(h) Customer and Licensee rights of termination.

7.3 COMPLAINT SYSTEM

7.3.1 The Licensee shall establish an efficient and easy-to-use system to promptly receive, process and respond to complaints, claims or suggestions by customers of Licensed Services.

7.3.2 The Licensee shall make all reasonable efforts to resolve customer complaints or disputes without delay and without recourse to the Authority.

7.3.3 If a complaint is filed with the Authority in connection with any dispute between the Licensee and a customer regarding any activity that is the subject of this License, the Authority may settle the dispute. Without prejudice to the appeal provided and revision rights established in section 7 of the Act, the Licensee shall abide by any resulting decision of the Authority.

7.4 CONTENT AND FORMAT OF BILLS

7.4.1 The Licensee may determine the content and format of its bills to customers provided that:

(a) All bills and invoices issued to its customers prominently and accurately display the Licensee's legal business name. This requirement applies to all forms of customer communication related to billing, including but not limited to paper bills, electronic invoices, and online billing portals.

(b) In relation to a customer, the bill reflects the types of service and the units for which charges are made including, but only to the extent requested by the customer; and

(c) The Licensee retains in its records information sufficient:

(i). To identify for customers the basis of the amount charged for use of its Licensed Services; and

(ii). To provide the Authority with an independent quality assurance that the billing process complies with the requirements set out above

7.4.2 The Licensee shall maintain appropriate billing processes to enable the Licensee to comply with the billing requirements in this section 6.4.

7.4.3 The Licensee shall maintain billing records for a period of at least three years.

7.5 CODE OF COMMERCIAL PRACTICE

7.5.1 The Licensee shall publish and submit to the Authority within six months of the Effective Date, a code of commercial practice for approval by the Authority. Once approved by the Authority, the code of commercial practice shall be binding on the Licensee. The code of practice shall include, at a minimum, provisions covering the following issues:

- (a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages,
- (b) Protection of the privacy of information transmitted over its Licensed System,
- (c) Maintenance by Licensee of the confidentiality of customer information,
- (d) Procedures and timing for resolving complaints between Licensee and customers, and
- (e) Availability to customers of information concerning their accounts with the Licensee.
- (f) Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.

7.6 PRIVACY OF COMMUNICATIONS

- 7.6.1 The Licensee shall not monitor or disclose the contents of any communication conveyed over its Licensed System except to the extent necessary for the purpose of maintaining or repairing any part of its Licensed System or monitoring the Licensee's quality of service, or except as required by the Act, the Rules, Regulations and conditions of this License.
- 7.6.2 The Licensee shall take reasonable measures including those, the Authority may convey from time to time, to safeguard its Licensed System from unauthorized interception of communication carried on the Telecommunication System.
- 7.6.3 The Licensee shall ensure that data retained/stored by Licensee pertaining to its users including real time data communication and any such data/information which is critical for the provision/security of Licensed Services and Licensed Systems are protected from unauthorized access, disclosure, copying, modification, loss and destruction.

7.7 CONFIDENTIALITY OF CUSTOMER INFORMATION

- 7.7.1 Except as permitted below, the Licensee shall take all reasonable measures to prevent information about its customers, including information about their business, other than directory information, from being disclosed to third parties, including the Licensee's own subsidiaries, affiliates and associated companies, except information which is required:
 - (a) For the process of collection of debts owed to the Licensee,
 - (b) By another Operator in relation to the provision of services to the customer, and provided that the information is disclosed in confidence to that Operator,
 - (c) By the Licensee's auditors for the purpose of auditing the Licensee's accounts, or
 - (d) For the prevention or detection of crime or the apprehension or prosecution of offenders or as may otherwise be authorized by or under any law of Pakistan.

7.7.2 A Licensee shall be permitted to disclose confidential information about a customer where the Licensee has clearly explained to the customer (a) the nature of the information to be disclosed, (b) the recipients of the information to be disclosed and (c) the purpose for the disclosure, and the customer has provided Licensee with consent to such disclosure.

7.8 HARASSING, OFFENSIVE UNSOLICITED, FRAUDULENT OR UNLAWFUL COMMUNICATION

7.8.1 The Licensee shall take all reasonable steps to track and locate the source of harassing, offensive, unsolicited, fraudulent or unlawful communication. For that purpose:

- (a) Any customer of the Licensee may request that the Authority or other duly authorized authority in Pakistan authorize the Licensee to monitor communications to the customer's account.
- (b) The Authority or other duly authorized authority in Pakistan may direct a Licensee to monitor communications to and from the said customer's account.
- (c) The Licensee shall provide to the Authority the information resulting from the monitoring of the communications to and from the customer's account, including the source of harassing, offensive, unsolicited, fraudulent or unlawful communication and the dates of occurrence of such communication and their frequency.
- (d) The Authority may undertake any appropriate action to protect the public from harassing, offensive, unsolicited, fraudulent or unlawful communication and, if necessary, refer the matter to the competent authorities for further action.
- (e) The Licensee shall suspend or terminate service to any customer that is the source of harassing, offensive, unsolicited, fraudulent or unlawful communication.

ARTICLE 8 – TARIFFS

8.1 NO REGULATION OF TARIFFS

- 8.1.1 Except as otherwise provided in this License or as required by law, the Licensee is free to set tariffs for the Licensed Services as it may deem fit.
- 8.1.2 If the Authority determines that the Licensee's tariffs any Licensed Services are unfair and unreasonable to individual customers, the Authority may regulate Licensee's tariffs, terms and conditions for those Licensed Services. The Licensee shall comply with the Authority's orders and determinations relating to the Licensee's tariffs, terms and conditions for those Licensed Services.

8.2 TARIFF REGULATION OF OPERATORS WITH SMP

- 8.2.1 If the Authority determines that the Licensee possesses SMP in a relevant market, the Authority may regulate the Licensee's tariffs, terms and conditions, for those Licensed Services where the Licensee possesses SMP, and any Licensed Services incidental thereto as determined by the Authority. The method of regulation shall be determined by the Authority in the Tariff Rules/Regulations, subject to compliance with any applicable provisions of the Rules and Regulations, and may include a requirement for prior Authority approval of any tariff, term or condition, or the maximum or minimum tariff, or both, for the Licensed Services.

8.3 PUBLICATION OF TARIFFS, NOTIFICATIONS AND DISPLAY OF INFORMATION

- 8.3.1 The Licensee shall comply with all requirements regarding publication of tariffs, terms and conditions, notifications and display of information, as established by the Authority from time to time in accordance with the Rules and Regulations.

ARTICLE 9 - RELATIONS WITH OTHER OPERATORS

9.1 INTERCONNECTION

9.1.1 Interconnection between the Licensed System of the Licensee and the licensed Telecommunication Systems of other Operators is governed by the Interconnection Rules and Regulations, Interconnection Guidelines and all relevant determinations, order and directives issued by the Authority from time to time.

9.1.2 The Licensed System of the Licensee is deemed to be a Connectable System for the purposes of the Interconnection Rules and Regulations.

ARTICLE 10 - INFRACTIONS AND SANCTIONS

10.1 SANCTIONS FOR VIOLATIONS OF THE LICENSE

10.1.1 In addition to the sanctions available under the Act, if the Authority determines that the Licensee has violated a provision of this License or the Act, Rules, policies or Regulations, the Authority may by order impose one or more of the following sanctions, which the Licensee shall promptly comply with:

- (a) The Authority may issue an order to the Licensee requiring the Licensee to cease any continuation of the violation,
- (b) The Authority may require the Licensee to remedy the effects of the violation, in a manner determined by the Authority,
- (c) The Licensee shall issue a public apology for its violation, in wording acceptable to the Authority, that the Licensee arranges to have prominently published, at its cost, in a newspaper of general circulation in the country for two (2) consecutive days,
- (d) The Authority may suspend one or more of the rights granted to Licensee under the License, for so long as the Authority considers appropriate in the circumstances.

ARTICLE 11 - TERMINATION AND AMENDMENT

11.1 TERMINATION OF THE LICENSE

11.1.1 The License shall remain in force until it is terminated by one of the following events:

- (a) The term of the License expires without renewal,
- (b) The Licensee agrees to the termination of this License, or
- (c) The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.

11.2 AMENDMENT

11.2.1 Subject to the provisions of this License, the Authority and the Licensee may, at any time by mutual consent and through written agreement or pursuant to and in accordance with the provisions of this License, the Act, the Rules, the Policies and the Regulations, amend this License.

ARTICLE 12 – GENERAL

12.1 NO LIABILITY BY THE AUTHORITY

- 12.1.1 Without prejudice to the rights of the Licensee under section 7 of the Act, no suit, prosecution or other legal proceeding shall lie against the Authority or any member or employee of the Authority in respect of anything done or intended to be done by the Authority in good faith in exercise of its powers subject to section 33 of the Act.

12.2 FORCE MAJEURE

- 12.2.1 Licensee shall have no liability for any failure or delay in complying with any provisions of this License if the failure or delay is caused by circumstances that are beyond the reasonable control of the Licensee, such as war, invasion, military operations, earthquakes, volcanoes, riots, and any like event of force majeure, provided that such exemption for liability is limited to a period equivalent to the duration of the force majeure and the Licensee has taken all appropriate precautions and reasonable measures to fulfil its obligation and that it shall within 21 days of its first occurrence notify to the Authority the same and cause of such inability and its efforts to remove such cause and remedy it's consequences.

12.3 COMMUNICATION WITH THE LICENSEE

- 12.3.1 The Licensee shall maintain on file with the Authority a current address in Pakistan for the Licensee, including telephone number, fax number and email address, and the name and title of a contact person, for the purposes of receiving communications from the Authority. Any notice or other communication to the Licensee permitted under this License may be given by hand delivering the same, or by mail, facsimile, or electronic mail addressed to the Licensee at its most recent address on file with the Authority.

12.4 ASSIGNMENT OF RIGHTS

- 12.4.1 This License granted under the Act and Rules shall be personal to the Licensee and shall not be assigned, sub-licensed to, transferred, directly or indirectly or held on trust any person, without the prior written approval of the Authority.
- 12.4.2 The Licensee shall comply with the Rules, policies and the Regulations, as regards transfer of this License or ownership of the Licensee.

12.5 OBLIGATION UNDER POLICIES ISSUED BY FEDERAL GOVERNMENT

- 12.5.1 The Licensee shall be obliged to fulfill the specific obligations imposed on it under any policy directive which the Federal Government may issue from time to time under section 8 of the Act.

12.6 DISPUTE RESOLUTION BETWEEN LICENSEE AND A LICENSED OPERATOR

12.6.1 The Licensee shall make all reasonable efforts to resolve Licensed Telecommunication Service providers' complaints or disputes without delay and without recourse to the Authority.

12.6.2 If a complaint is filed with the Authority in connection with any dispute between the Licensee and other Licensed Telecommunication Service providers regarding any activity that is the subject of this License, the Authority may settle the dispute. Without prejudice to the appeal and revision rights established in section 7 of the Act, both the parties shall abide by any resulting decision of the Authority.

ARTICLE 13 - INTERPRETATION AND DEFINITIONS

13.1 INTERPRETATION

- 13.1.1 In this License, words importing the singular shall include the plural and vice versa.
- 13.1.2 Words denoting persons shall include body corporate and unincorporated associations of persons and vice versa.
- 13.1.3 The headings in this License shall not affect its interpretation.
- 13.1.4 Any reference, express or implied, to any legislation (including rules and regulations issued pursuant to that legislation) includes references to that legislation (and rules and regulations) as it may be amended, modified or repealed and re-enacted or re-promulgated from time to time.

13.2 DEFINITIONS

- 13.2.1 Unless the context otherwise requires, capitalized words and expressions in this License that are not otherwise defined in this License, shall be defined in the same manner as these words and expressions are defined in the Act and the Rules.
- 13.2.2 Unless the context otherwise requires, the following terms used in this License shall have the meanings indicated below:
 - a. **"Access"** (as an element in a telecommunications network) means transmission from the final distribution point before the Customer Premises Equipment (CPE) to the CPE
 - b. **"Access"** (regulatory use) means Access to a network or service element provided by a network or service Provider to another service provider.
 - c. **"Act"** means The Pakistan Telecommunication (Re-organization) Act, 1996 including any amendment or modification of the same, or any re-enactment of the same as a law in Pakistan.
 - d. **"Authority"** means the Pakistan Telecommunication Authority established under section 3 of the Act.
 - e. **"Availability"** means ensuring timely and reliable access to and use of information.
 - f. **"Board or FAB"** means the Frequency Allocation Board established by the Federal Government in accordance with section 43 of the Act.

- g. “**Broadband**” means Electronic information access at high speeds, which have been defined by the Authority from time to time.
- h. “**Confidentiality**” means preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.
- i. “**Connectable System**” means a Licensed Telecommunications System (whether or not a public switched network) the license for which authorizes its connection to the Licensed System.
- j. “**Critical Data**” means data related to the Licensee, its users/customers which is retained by the Licensee and such information which is critical for the operations, confidentiality and security of the Licensed Systems including voice/data communication of its users/customers being handled by the Licensee.
- k. “**Critical Infrastructure**” means telecommunication equipment/assets whether physical or virtual, which are vital for the provision of the Licensed Services and for storing, processing and transferring Critical Data.
- l. “**Earth Station**” means a station located either on the Earth’s surface or within the major portion of the earth’s atmosphere and intended for communication with one or more space stations; or with one or more stations of the same kind by means of one or more reflecting satellites or other objects in space. Any earth station used for access is termed as a Terminal Earth Station.
- m. “**Effective Date**” means the date on which this License is signed by the Authority.
- n. “**End User**” means the individual or entity that utilizes or consumes the Licensed Services for its own use.
- o. “**Federal Government**” means the Federal Government of Pakistan.
- p. “**Financial Year**” means the period of twelve (12) months in respect of which any financial statement of the Licensee is made up.
- q. “**Gateway Earth Station**” is used for an earth station that acts as a gateway to a public network.
- r. “**Gross Revenue**” means the turnover or gross income exclusive of sales tax or any other tax levied by the Government from time to time which is charged and collected by the Licensee at the time of sale and deposited with the tax authorities and trade discount shown on invoices or bills, derived from sale of goods or from rendering or

supplying services or benefits or from execution of contracts for Licensed Services or business;

- s. **"GMPCS Service"** or **"Global Mobile Personal Communications Service"** means the provision of Telecommunication services directly to end users from a constellation of satellites and through the use of mobile Terminal Equipment.
- t. **"Infrastructure Licensees (IL)"** means entities licensed by the Authority to provide Infrastructure, for transmission of information outside a private premise.
- u. **"Integrity"** means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.
- v. **"Interconnection Agreement"** means an agreement between the Licensee and another operator entered into in accordance with Article 8 of this License
- w. **"Interconnection Rules"** means the Rules relating to interconnection.
- x. **"Internet Services"** means services to provide and manage public Internet and Email content while taking care of national security requirements.
- y. **"ITU"** means the International Telecommunication Union.
- z. **"Local Access Provider"** means Local Loop (LL), Cellular Mobile Operator or Integrated Licensee, duly licensed by the Authority.
- aa. **"License"** means this License, the terms and conditions applicable thereto, and any amendments/modifications thereto.
- bb. **"Licensed Services"** means the services for which the Licensee is authorized in clause 1.1.1(a) of this License.
- cc. **"Licensed System"** means the Telecommunication Systems for which the Licensee is granted the rights in this License.
- dd. **"LI"** means Lawful Interception.
- ee. **"Local Loop"** means a communication channel, provided with or without a pair of wire(s) or cable(s), from a switching center to a customer's telephone or other terminal equipment.

- ff. "**Long Distance**" means end to end communication between points (a) that are located in different Telecom Regions,(b) that are not in the same Local Calling Area, or (c) between points that are located more than 25 kilometers apart, or such other definition as the Authority may, by Regulation, specify.
- gg. "**Long Distance and International**" means Long Distance and end to end communication between points that are located in Pakistan with points that are located outside of Pakistan.
- hh. "**Mobile Communication Service**" means a wireless-based Telecommunication Service where the terminal equipment may be connected to the Telecommunication System by wireless means and used while in motion.
- ii. "**Network Connection Point**" is a location at which other Operators can send to or receive from the Licensee voice or data traffic originated by or destined for the Licensee's customers.
- jj. "**Network Termination Point**" means any point of termination on a Telecommunication System at which terminal equipment may be connected.
- kk. "**Next Generation Network (NGN)**" means a telecommunications network based on packet switching (as opposed to the traditional circuit switching). In an NGN, end user services, including telephony services, are delivered over the top of the packet switched network from service nodes.
- ll. "**Next Generation Access (NGA)**" means deployment of fiber cables in the local loop to replace copper cables, allowing the delivery of higher speed broadband service associated with an NGN.
- mm. "**NIST**" means National Institute of Standards and Technology.
- nn. "**Operator**" means any person authorized by a License issued by the Authority to provide Telecommunication Services of any kind or to establish, maintain or operate a Telecommunication System.
- oo. "**PEMRA**" means Pakistan Electronic Media Regulatory Authority established under Pakistan Electronic Media Regulatory Authority Ordinance, 2002 (ACT No II of 2007).
- pp. "**PTA**" means Pakistan Telecommunication Authority established under section 3 of the Act.

- qq. "**Premium Rate Service**" means the service of routing a telephone call with a non-geographic number with a premium rate charged to the calling party, or such other or further definition as the Authority may, by Regulation, specify.
- rr. "**Private Circuit**" means a Telecommunication facility that provides for transmission capacity for dedicated circuits between specific locations and does not enable the user to control the switching functions.
- ss. "**PTCL**" means the Pakistan Telecommunication Company Limited or any successor thereto.
- tt. "**Public Data Services**" means a service established and operated for the specific purpose of providing data communication service to the public over a communication network.
- uu. "**Public Voice Telephone Services**" means the commercial provision to the public of the transmission and switching of voice in real time between public switched Network Termination Points, enabling any user to use equipment connected to such a Network Termination Point to communicate with a user connected to another Network Termination Point.
- vv. "**Region**" means a telecommunication region, as determined by the Authority.
- ww. "**Regulations**" means all or any regulations issued from time to time under the Act
- xx. "**Rules**" means all or any rules issued from time to time under the Act.
- yy. "**Satellite Service Provider**" means an entity that provides satellite based telecommunication services duly licensed by the Authority.
- zz. "**SIM**" stands for "subscriber identity module" and includes embedded SIM (eSIM) and Integrated SIM (iSIM)
- aaa. "**SMP**" means significant market power as that term is defined in the Rules.
- bbb. "**Tariff**" means the price, rates, charges, and related terms and conditions for provision of Telecommunication Services.
- ccc. "**Telecommunication System**" means any electrical, electro-magnetic, electronic, optical or optio-electronic system for the emission, conveyance, switching or reception of any intelligence within, or into, or from, Pakistan, whether or not that intelligence is subjected to rearrangement, computation or any other process in the

course of operation of the system, and includes a cable transmission system, a cable television transmission system and terminal equipment;

- ddd. "**Telecommunication Service**" means a service consisting in the emission, conveyance, switching or reception of any intelligence within, or into, or from, Pakistan by any electrical, electro-magnetic, electronic, optical or optio-electronic system, whether or not the intelligence is subjected to rearrangement, computation or any other process in the course of the service;
- eee. "**Terminal Equipment**" means any apparatus directly or indirectly connected to any network termination point and used for sending, processing or receiving intelligence.
- fff. "**Tracking Service**" means a telecommunication service used for tracking and locating vehicles, vessels and mobile objects such as containers and equipment, or to track living organisms including incapacitated person or lacking legal capacity, birds and animals by installing terminal equipment and tracking through terrestrial wireless or satellite communication.
- ggg. "**VSAT**" means very small aperture terminal.
- hhh. "**VSAT Services**" means satellite communications services utilizing very small aperture terminals capable of satellite communications.
- iii. "**USO**" means Universal Service Obligations as defined in Rules / Regulations issued from time to time.

APPENDIX 1 - QUALITY OF SERVICE STANDARDS

1.1 QUALITY OF SERVICE

- 1.1.1. The Licensee shall take reasonable and prudent measures to ensure that its Licensed System and Licensed Services are available and operate properly at all times.
- 1.1.2. Any fault in any component of its Telecommunication System or Licensed Service shall be repaired as early as possible.
- 1.1.3. PTA may review the QoS standards/ KPIs at any time. In addition, any QoS KPIs specified by Regulations shall be strictly followed by the Licensee.

1.2 MONITORING OF SERVICE PROVISION AND SERVICE QUALITY

- 1.2.1. The Licensee shall furnish the Authority with quarterly reports (and any special *ad hoc* reports within a reasonable time following a request by the Authority) set out for network expansion and service quality as described in this License. To assist in its evaluation, of the Licensee's compliance with network expansion and service quality targets, the Authority or its authorized representative may inspect the installation and services of the Licensee, and the Licensee shall give the Authority or its authorized representative access to its physical facility and records. The Licensee shall maintain supporting records for inspection and technical audit as and when required by the Authority. The Licensee shall maintain all such records for a period of three years.
- 1.2.2. The Licensee shall provide, at its own cost, state-of-the-art system(s) (equipment hardware, firmware, software) at premises designated by the Authority and ensure its upgrading, updating, security and safety in best possible order to measure location information, asset status, route history, network threat detection, malware analysis, critical information protection, and quality of service in a manner specified by the Authority. The Licensee shall provide the Authority with access to such system, and the information generated by such system/equipment, and shall extend full co-operation and assistance to the Authority in connection with the Authority's exercise of these service provision and quality monitoring. The Licensee shall also be obliged to appear before the Authority, when called upon to do so, to answer any query on these matters put by the Authority.
- 1.2.3. The Authority shall have the full right to visit, inspect any premises or facility, anytime without prior notice, including hardware and software of the Licensee.