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LICENCE ISSUED UNDER SECTION 24 OF

THE INFORMATION AND COMMUNICATION TECHNOLOGIES ACT 2001 (AS AMENDED)

Licence No. C.03/2026/004

The Information and Communication Technologies Authority, in exercise of the powers conferred upon it under Section 24 of the Information and Communication Technologies Act 2001 (as amended) and of all other powers exercisable by this Authority for that purpose, hereby renews a

PUBLIC LAND MOBILE NETWORK (PLMN) LICENCE – C.03 Licence

[as per the Information and Communication Technologies (Amendment of Schedule) Regulations 2003]

to

CELLPLUS MOBILE COMMUNICATIONS LIMITED
(Registrar of Companies file no. 16140)

having its registered office at Telecom Tower, Level 18, Edith Cavell Street, Port Louis **to establish and operate on a non-exclusive basis, a Public Land Mobile Network (PLMN) and service to the public, subject to the terms and conditions set out in the Licence**.

Effective Date: 25 November 2026

Validity Period: *5 years (from Effective Date)*

Issued by the Information and Communication Technologies Authority on the **03rd** day of **November in** the year **2026**.

Information & Communication Technologies Authority
ICTA Level 12, The Celicourt, Sir Celicourt Antelme Str, Port Louis

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D.SOOKUN
EXECUTIVE DIRECTOR

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

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INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

PUBLIC LAND MOBILE NETWORK (PLMN) LICENCE – C.03

Terms and Conditions

1 Definitions; Interpretation

1.1 The following terms shall have the meanings set forth below:

(a) "Access Provider" means a licensed local PSTN and/or PLMN service provider which has direct connection to the Subscribers to provide access;

(b) "Act" means the Information and Communication Technologies Act 2001 as amended;

(c) "Authority" means the Information and Communication Technologies Authority established under section 4 of the Act;

(d) "Bandwidth" means the width of the frequency band in the electromagnetic spectrum which is just sufficient to ensure the transmission of information at the rate and with the quality required, under specified conditions, set out in the Licence;

(e) "Base Station" means a fixed radio transmitter/receiver station which is, together with the Base Station Controller (BSC), part of the link between the mobile telephone station and Mobile Switching Centre (MSC);

(f) "Base Station Controller" ("BSC") means the network node that provides:

(i) real time control and management over a number of base stations; and
(ii) connection of base stations to MSC(s);

(g) "Effective Date" means – **25 November 2026**;

(h) "Information" means data, text, images, sounds, codes, computer programmes, software, databases or the like;

(i) "Information and communication network" means a network for the transmission of messages and includes a telecommunication network;

(j) "Information and Communication Service" means any service involving the use of information and communication technologies including telecommunication services;

(k) "Information and Communication Technologies" means technologies employed in collecting, generating, storing, using or sending out information and include those involving the use of computers or any telecommunication system;

(l) "Infrastructure" means such physical logistic(s) as required to provide services allowed under the type of Licence granted;

(m) "Interconnection" means the linking up of two information and communication networks, including telecommunication networks so that users of either network may communicate with users of, or utilise services provided by means of, the other network or any other information and communications network including telecommunication network;

(n) "ILD" means International Long Distance;

(o) "ILD service" means a network carriage service providing International connectivity and services, including:

(i) calls originating from Mauritius to another country;

(ii) calls terminating in Mauritius from another country;

(iii) transit of calls from one country to another through Mauritius; and

(iv) provision of International Bandwidth;

(p) "ITU" means the International Telecommunication Union;

(q) "Licence" means this Licence and includes the terms and conditions and any Annex thereto;

(r) "Licensee" means the person/body/company to whom the Licence is granted;

(s) "message" includes any communication whether in the form of speech or other sound, data, text, writings, image, signs, signals or code, or in any other form or combination of forms;

(t) "Mobile Switching Centre" ("MSC") means an exchange point (or switching equipment) used to:

(i) establish calls to and from terminal equipment; and

(ii) interconnect the PLMN with other telecommunication networks;

(u) "Network" means a communication transmission system that provides interconnection among a number of local or remote devices;

(v) "Network Termination Point" means a physical point on a network through which a Subscriber gets access to the network;

(w) "Number" means any identifier which is used with a Telecommunication Network to establish a connection between Subscribers;

(x) "PLMN" (Public Land Mobile Network) means a Public Telecommunication Network used for the provision of a Public Land Mobile (PLM) Service:

(i) in which the service can be used by a person while moving continuously between places; and

(ii) in which the Terminal Equipment used for the service is not in physical contact with any part of the Telecommunication Network through which the service is supplied;

(y) "PLM Service" means a Public telecommunication service provided by means of a PLMN, which includes voice, data, text, video and multi-media;

(z) "PSTN" (Public Switched [fixed] Telephone Network) means a Telecommunication Network which is used, in whole or in part, to provide Telecommunication Services, to the public, between stationary network connecting points, including the switching and transmission equipment and other infrastructure intended for interconnection to Telecommunication Networks inside the boundaries of the Republic of Mauritius;

(aa) "PST Service" (Public Switched [fixed] Telephone Service) means a Public Telecommunication Service provided by means of a PSTN, which includes:

(i) voice, data, fax, text, video, multi-media;

(ii) bandwidth within the territory of Mauritius; and

(iii) telecommunication infrastructures, within the territory of Mauritius.

(ab) "Regulation" means any regulation made under the Act;

(ac) "Service Provider" means any person licensed to provide an information and communication service;

(ad) "Services" means the services which the Licensee is authorised to provide pursuant to clause 2 of the terms and conditions to this Licence;

(ae) "Subscriber" means any individual person or body corporate contracting with the Licensee to receive the Service(s);

(af) "Subsidiary" means a Subsidiary as defined in sections 3 and 4 of the Companies Act 2001 (as amended);

(ag) "Telecommunication" means a transmission, emission or reception of signs, signals, writing, images, sounds or intelligence of any nature by wire, radio, optical or other electromagnetic systems whether or not such any message or intelligence have been subjected to rearrangement, computation or other processes by any means in the course of their transmission, emission or reception;

(ah) "Telecommunication network" means a system, or a series of systems, operating within such boundaries as may be prescribed for the transmission or reception of messages by means of guided or unguided electromagnetic energy or both;

(ai) "Terminal Equipment" means any radio apparatus connected to a PLMN that is used to send, process or receive messages.

1.2 For the purpose of interpreting this Licence, the Interpretation and General Clauses Act shall apply as if this Licence were an Act of Parliament. Headings and titles shall be disregarded.

Any term(s) defined or contained in this Licence shall be interpreted in a manner not inconsistent with the Act.

1.3 Where this Licence provides for any power of the Authority to give any direction or make any decision, it implies, unless the contrary intention appears and except for the power to revoke set forth in clause 21 below, a power, exercisable in the same manner and subject to the same conditions or limitations, to revoke, amend or give or make again any such direction or decision.

2 Scope and Term

2.1 This Licence authorises the Licensee to establish and operate a PLMN and offer Public Land Mobile Service, on a non-exclusive basis, throughout the territory of the Republic of Mauritius, including the territorial waters.

2.2 The Licensee shall provide service to Subscribers by establishing physical Point(s) of Presence (POP) – base station(s), BSC(s) and MSC(s) - within the territory of the Republic of Mauritius.

2.3 The Licensee may either set up the physical infrastructure itself or take or lease infrastructure from network infrastructure providers (category A Licence holders) and take bandwidth from Networking Services Providers – National (category B.01 Licence holders).

2.4 This Licence authorises the Licensee to sell, lease, expose or otherwise commercially distribute mobile and other Terminal Equipment that has been type-approved by the Authority or any other type approval institution recognised by the Authority.

2.5 The Licensee shall provide its Subscribers with access to the ILD service operated by licensed ILD service providers in Mauritius.

2.6 The Licensee shall not offer any services not authorised under this Licence.

2.7 This Licence shall be deemed to have come into force on the Effective Date (25 November 2026) and, unless earlier revoked or terminated pursuant to clause 21 below, shall remain in effect for a further period of five (5) years.

2.8 The Licensee shall seek and obtain approval of the Authority for its network design, configuration [including MSC(s), base station(s) and microwave links] and scope of service, before setting up the said network. The Authority shall convey to the Licensee its decision within sixty (60) days of receipt of a complete application.

2.9 The Licensee shall not cause any alteration, addition or modification [including the setting up of new base station(s) and/or microwave links] to be made to its approved network, without the prior express authorisation of the Authority. The Authority shall convey to the Licensee its decision within thirty (30) days of receipt of a complete application.

3 Fees; Performance Bond

3.1 The Licensee shall pay such Licence fees to the Authority as may be prescribed. Such Licence fees include an annual fee of Rs 8,000,000/- (eight million rupees), subject to clauses 3.3 and 3.4.

3.2 The Licensee shall further take out the appropriate Network and Radio spectrum Licence(s) required under this licence and pay the applicable charges in relation thereto.

3.3 Subject to clause 3.4, the annual Licence fee may be modified by the Authority in accordance with the Act and shall be payable on the date of issue of the Licence, and thereafter not later than 15 days before the anniversary date of the Licence.

3.4 Where an annual fee is in excess of Rs 100,000/- (one hundred thousand rupees), the Authority may authorise that the fee be paid in twelve (12) monthly equal instalments, the first instalment being payable upon issue of the Licence and each remaining instalment being payable at latest on the first day of each subsequent month.

3.5 Where the Licensee fails to pay the annual fee, or any instalment, as the case may be, within the time specified in clause 3.4, he shall in addition to the amount due, pay a surcharge of 10% or such other percentage as may be prescribed from time to time, under the Act or any regulation made thereunder.

3.6 Where the annual fee remains unpaid for a period of one year as from the date the fee is due, the Authority may revoke the Licence in accordance with the Act or any regulation made thereunder or in accordance to the terms of this Licence.

3.7 The Licensee shall submit a valid and enforceable performance bond/bank guarantee from any registered bank in the Republic of Mauritius, for an amount of Rs. 500,000 (Five hundred thousand rupees), and for a minimum period of three years, before the signing of the Licence agreement for ensuring full compliance of Licence conditions including timely

payment of Licence fee and other dues, fees and royalty for the provision of services under this present Licence.

3.8 The bank guarantee/performance bond submitted to the Authority, shall be renewed at least one month before expiry.

3.9 The Licensee shall ensure that a valid and enforceable bank guarantee/performance bond remains effective at all material times during the validity of the Licence.

3.10 The Licensee shall forfeit the bank guarantee/performance bond in the event that:

(a) the Licensee has failed to comply with the terms of this Licence, or the provisions of the Act or any Regulation thereunder, or

(b) the Licence is revoked pursuant to clause 21 below.

4 Provision of Services to Subscribers

4.1 Nothing done under or in virtue of this Licence, whether by the Licensee or its agents or proxy or any of its Subscribers, shall render the Authority liable in any manner whatsoever, towards any party.

4.2 The Licensee shall not refuse to satisfy any request for Service(s), by any person who is willing to accept and comply with the Licensee's terms and conditions of service and who has not previously failed to comply with such terms and conditions of service.

4.4 The contract between the Subscriber and the Licensee shall be governed by the law and shall be subject to the terms and conditions of this Licence.

4.5 The Licensee shall not discontinue the provision of any PLM Service(s), either permanently or temporarily:

(i) without the prior authorisation of the Authority; and

(ii) without providing at least fifteen (15) days' notice to Subscribers.

The Authority shall act on any request to discontinue the provision of any PLM Service within sixty (60) days of the date on which the request is made.

In the event of a temporary discontinuation or interruption of service, the Licensee shall restore service as promptly as possible and shall, where any such interruption lasts for a period of time exceeding seventy two (72) hours, provide Subscribers with a credit that is at least equal to the pro rata amount that would otherwise have been due for the period during which the Licensee's service was discontinued or interrupted.

4.5 Notwithstanding clause 4.4 above, the Licensee may discontinue the provision of any Service to any Subscriber, without the prior authorisation of the Authority, in the following circumstances only:

(a) if the Subscriber fails to pay any amount then due and owing, or fails to comply with the terms and conditions, contractual or otherwise, pursuant to which the Service is provided;

(b) if it is reasonably believed, that the Service is being, or is intended to be, used for a purpose that contravenes the Act or any Regulation or any other law or any regulation made under any such law or the terms of this Licence or any other applicable Licence or authorisation;

(c) to prevent any fraud.

Where the Licensee disconnects the supply of Services to a Subscriber, the decision of the Authority in relation thereto, shall be binding.

4.6 The Licensee shall not materially modify the technical and other parameters of any Service if such modification will detrimentally affect the ability of Subscribers to use the service, without the prior authorisation of the Authority, and without providing reasonable advance notice to the Subscribers.

4.7 The Licensee shall maintain a telephone directory database of its Subscribers.

4.8 A uniform national telephone number, free of charge, for reporting service failures or other service-related problems shall be provided by the Licensee.

4.9 The Licensee shall be bound by all the obligations imposed on a public operator under the Act.

5 Tariffs

5.1 The Licensee shall obtain the prior approval of the Authority regarding the tariffs for the supply of Services in accordance with the Act.

5.2 The Licensee shall make its tariffs, available for inspection at each of its business offices.

6 Billing

6.1 The Licensee shall provide billing services to its Subscribers.

6.2 The licensee shall make provision for itemised billing.

6.3 The Licensee shall also maintain the necessary records for the billing cycles as may be specified by the Authority from time to time.

6.4 All complaints of Subscribers in regard to billing shall be addressed/handled in accordance with the guidelines, orders, regulations or directives as may be issued by the Authority from time to time.

7 Telecommunication Facilities

7.1 The Licensee shall ensure that all facilities which it uses for the provision of Services meet such standards as may be prescribed from time to time by the Authority.

7.2 The Licensee shall ensure that no facilities which it uses for the provision of Services, interfere with facilities that are part of, or attached to, any other telecommunication networks.

7.3 The Licensee shall comply with the National Numbering Plan, prescribed by the Authority at its own costs and within such delay as may be prescribed by the Authority.

7.4 The Licensee shall ensure that the equipment it uses for the provision of its Service(s), is capable of supporting:

(i) selection facilities (such as call by call selection and/or pre-selection), for international calls as may be prescribed by the Authority;

(ii) ITU numbering and addressing format for telecommunication services; and

(iii) Signalling System 7 (SS7) suite of protocols.

7.5 The Licensee must obtain the approval of the Authority before commissioning the network. The Licensee shall extend all facilities, including provision of test equipment, to the Authority for testing the network.

8 Terminal Equipment

Where the Licensee offers the service using technology for which special terminal equipment is required, the Licensee shall supply such terminal equipment either on lease, sale or rent.

9 Quality of Service

The Licensee shall maintain quality of service in accordance with best-specified international practices and shall comply with any direction of the Authority in this respect.

10 Interconnection

10.1 The Licensee shall establish interconnection between its network, and the network of all licensed telecommunication service providers under the Act, in accordance with the law.

10.2 Pursuant to and Subject to section 28 of the Act, the Licensee shall enter into Interconnection Agreements with entities entitled to interconnect, no later than sixty (60) days after the date on which a request for Interconnection is received and where the requested Interconnection is technically feasible.

The Licensee and the party requesting Interconnection shall, in accordance with the requirements of the Act and any Regulation, negotiate the technical and commercial conditions pursuant to which their networks shall be interconnected, between themselves.

The Licensee shall advise the Authority of the initiation of such negotiations and shall, if the negotiations are successful, provide the Authority with a copy of the Interconnection

Agreement and such information relating to the Interconnection Agreement as the Authority may require, within fourteen (14) days of the signature of the Interconnection Agreement.

10.3 Either party to the negotiations referred to in clause 10.2 above may request the Authority to attend or assist in the Interconnection negotiations.

10.4 If no Interconnection Agreement has been executed within sixty (60) days of the commencement of negotiations, either party to the negotiations may request the Authority to intervene. The Authority shall act as arbitrator in settling the terms of the Interconnection Agreement. The arbitration shall be conducted in accordance with the Act. The costs of the arbitration shall be borne equally by the parties.

10.5 The Licensee shall deal with all networks belonging to entities entitled to interconnect under the Act, including its own Subsidiaries, on a non-discriminatory basis with respect to the terms and conditions pursuant to which Interconnection is provided, and with respect to the installation, maintenance, repair, provisioning and unbundling of Interconnection and transmission facilities.

10.6 The Licensee shall provide physical or virtual co-location, as determined by the Authority in the absence of mutual agreement between the parties, for the network equipment of entities entitled to interconnect under the Act, with which the Licensee has entered into an Interconnection Agreement for the purpose of facilitating the Interconnection of these entities' respective Telecommunication Networks.

The Licensee shall have the right to recover the reasonable costs (including a reasonable margin) of providing such physical or virtual co-location from the interconnecting entity.

10.7 The Licensee shall not be required to grant a request for Interconnection if it can demonstrate that the requested Interconnection is being or is intended to be used for a purpose that contravenes the Act or any Regulations made thereunder, or any other law or regulation made under any such law, or the terms of this Licence or any other applicable Licence or authorisation.

11 Frequency authorisation

11.1 The allocation of radio spectrum shall be done in accordance with the National Frequency Allocation Plan, subject to availability of radio spectrum which has to be coordinated on a case by case basis.

11.2 The Licensee shall obtain the necessary clearance from the Authority for the use of frequency/frequencies for the provision of its service(s), pursuant to clause 3.2.

11.3 The Licensee's use of frequencies is subject to the terms and conditions as specified by the Authority. The Licensee shall apply to the Authority for the use of any frequency which it requires to provide the PLM Service authorised by this Licence, in accordance with the Authority's applicable rules and procedures.

11.4 If the Authority determines that changes in the allocation of radio spectrum by the International Telecommunication Union or other competent international or regional standards-setting bodies require the reallocation of frequencies assigned to the Licensee, the Authority may, by giving the Licensee prior written notice, require the Licensee to cease using any previously assigned frequency by a date specified in the notice. Such notice shall provide the Licensee with sufficient time to migrate to such other frequency as may be identified in the notice and assigned to the Licensee by the Authority.

11.5 The Licensee shall implement all necessary measures to ensure the efficient and effective use of frequencies, including:

(a) good indoor and outdoor coverage throughout the licensed area; and

(b) use of spectrum efficient transmission techniques.

11.6 The Authority may refuse to assign further frequencies or require the Licensee to cease using assigned frequencies if the Authority determines that the Licensee is not making efficient use of such frequencies.

11.7 The Licensee shall at no time use or encroach upon any frequency not assigned to it by the Authority and shall not cause any interference to any service on any frequency bands.

12 Universal Service Fund

The Licensee shall, pursuant to Section 21 of the Act, contribute to the Universal Service Fund such amount by such date as may be prescribed by the Authority.

13 Records and Reports

13.1 Without prejudice to any other provision of this Licence, the Licensee shall:

(a) maintain records; and

(b) furnish information,

in such manner and form and at such times as the Authority may reasonably require for the purpose of verifying the Licensee's compliance with this Licence, the Act and any Regulation, as well as for statistical purposes.

13.2 The Licensee shall permit any Officer of the Authority to inspect:

(a) any data or records or such other material as may be necessary;

(b) any installation, apparatus or premises at any reasonable time

for the purpose of verifying whether or not the Licensee is supplying Services for which it is duly licensed to provide, in accordance with the Act and the terms and conditions of this Licence.

13.3 Except in the case of confidential data such as commercially sensitive or proprietary information or trade secrets which have clearly been marked as confidential by the Licensee, information furnished by the Licensee to the Authority may be made available to the public, at the discretion of the Authority. The Authority may make available to the public, information that has been marked as confidential by the Licensee if, after providing the Licensee with notice and an opportunity to object, the Authority determines that such information does not constitute commercially sensitive or proprietary information or trade secrets.

14 Competitive Conduct of the Licensee

14.1 The Licensee shall not abuse any dominant position that it may have, whether directly or indirectly, in the provision of the Services, or engage in anti competitive practices:

(a) to eliminate or substantially injure another Licensee supplying any Telecommunication Service in a market in which the Licensee supplies or offers to supply the Services;

(b) to prevent or attempt to prevent the entry of another Licensee into a market in which the Licensee supplies or offers to supply the Services or any other related market; or

(c) to prevent another Licensee from competing in a market in which the Licensee supplies or offers to supply the Services or any other related market.

14.2 The Licensee shall not unjustly or unreasonably discriminate between, or extend any unjust or unreasonable preferences to Subscribers, including its own Subsidiaries.

14.3 The rates, terms and conditions pursuant to which the Licensee provides the Services or other services and facilities to a Subsidiary shall be the same as those which it offers to other Subscribers.

14.4 The Licensee shall not enter into or give effect to any agreement, arrangement or understanding which has the purpose, or has, or is likely to have, the effect, of significantly lessening competition in any market for the supply of the Services.

14.5 The Licensee shall not enter into or give effect to any agreement, arrangement or understanding with another Licensee which is anti-competitive in nature.

15 Non-discrimination

15.1 Unless otherwise authorised or compelled by law or this Licence, the Licensee shall:

(a) not unreasonably discriminate between or among similarly situated Subscribers in relation to:

(i) any fee or charge for a PLM Service, except as permitted under clause 15.2 below;

(ii) the performance characteristics of a PLM Service; or

(iii) any other term or condition pursuant to which a PLM Service is provided;

(b) not make the provision of any individual PLM Service to any Subscriber conditional on the acquisition of other services or Terminal Equipment, unless necessary for technical or operational reasons; and

(c) not include a charge or fee for Terminal Equipment in the rates, charges or fees for any PLM Service.

15.2 For the purposes of clause 15.1(a)(i) above, the Licensee may make reasonable allowances for the differing costs of providing a PLM Service where the difference results from:

(a) the different quantities of the PLM Services supplied;

(b) the different transmission capacities of the PLM Services supplied;

(c) the different lengths of time for which the PLM Services are supplied;

(d) the different performance characteristics of the PLM Services supplied; or

(e) the different times of day or days of the week during which the PLM Services are supplied.

16 Confidentiality

Subject to the Act or any Regulation or any other relevant law or regulation made under such law, the Licensee shall institute effective procedures, and shall use its best efforts, to guarantee the inviolability and confidentiality of communications. The Licensee shall institute procedures to maintain the confidentiality of business secrets and personal data concerning persons, which the Licensee acquires during the course of its business, and shall provide to the Authority information regarding its procedures with respect to maintaining the confidentiality of such information on request.

17 Emergency Calls

17.1 The Licensee shall provide its Subscribers with access to local public emergency services through uniform national telephone numbers free of charge.

17.2 For the purposes of clause 17.1 above, local public emergency services include police, fire and public ambulance services for a given locality or any other similar service providing assistance to the public in emergencies.

18 Natural Disasters; Emergencies

18.1 The Licensee shall develop, under the direction of the Authority, a national emergency and preparedness plan. In developing such a national emergency and preparedness plan, the Licensee shall co-operate, as directed, with other Licensees.

18.2 In the event of a natural disaster, the Licensee shall give priority, as directed by the Authority, to telecommunication services needed by Government and relief agencies.

18.3 In the event of a national security crisis or emergency, the Licensee shall provide Telecommunication Services in accordance with such legal requirements as may be in force or applicable, including those relating to compensation, during such crisis or emergency.

19 Rights of Way and Access to Land

19.1 The Licensee shall, pursuant to Section 27 of the Act, have the right to enter property and establish Facilities on, over, under and across any land, structure or road.

19.2 The Licensee shall co-operate with other Public Operators to the extent necessary to co-ordinate the installation of Facilities on, over, under and across any public or private land or road.

19.3 If any part of the Licensee's physical infrastructure crosses above or falls or is blown onto any overhead power wire or power apparatus, the Licensee shall take all reasonable steps to secure such infrastructure to the satisfaction of the owner of the power wire or power apparatus concerned.

20 Liability

The Authority shall in no case be liable in respect of any claim or damage arising out of any act done or omission on the part of the Licensee.

21 Revocation; Termination

21.1 The Authority may, in accordance with the Act and any governing Regulation revoke this Licence if the Licensee has failed to comply with any provision of the Act or any regulation under the Act or any of the terms of this Licence.

21.2 Before revoking this Licence pursuant to clause 21.1 above, the Authority shall provide the Licensee with ninety (90) days' written notice of its intention to do so, specifying the grounds for the proposed revocation. The Licensee shall be given the opportunity to show cause why the Licence should not be revoked and shall have the right of representation and be afforded the right to present evidence disputing the grounds for the proposed revocation as identified by the Authority.

21.3 This Licence shall terminate:

(a) upon expiry of the term set out in clause 2.7 above; or

(b) upon the dissolution or bankruptcy or winding up of the Licensee; or

(c) on the effective date of a new Licence or authorisation replacing this Licence; or

(d) on the revocation of this Licence pursuant to clause 21.1 above

21.4 The expiry or termination of this Licence for any of the reasons set out at clause 21.3 shall not preclude the Authority from recovering any fees, charges, penalties, or other dues, arising under this Licence, prior to such termination or revocation.

22 Modification of Licence

The Authority reserves the right to modify this Licence as may be required for the safeguard of public interest and/or national security.

23. Compliance with the Act, Directions and Decisions

The Licensee shall comply with all directions issued and decisions made by the Authority under the Act, forthwith or within such delay as may be specified by the Authority, without prejudice to the Licensee's rights to seek review under the law.

24 Excused Non-Performance

The Licensee shall be excused from performance under this Licence only to the extent, and for so long as, such performance is substantially hindered or prevented by war, civil disturbances, strikes, natural disasters, fire, explosion, other public emergencies, or any other occurrence beyond the reasonable control of the Licensee. The Licensee shall notify the Authority in writing of such non-performance within seven (7) days of the commencement of such occurrence and within twenty-four (24) hours of the end of such occurrence.

25 Assignment; Transfer; Other Changes

25.1 This Licence shall not be assigned, transferred, mortgaged, encumbered or sold without the express approval of the Authority.

25.2 The Licensee shall not transfer, assign, mortgage, encumber, sell or otherwise dispose of 20% or more, any of its interests or shares, without the prior approval of the Authority.

25.3 The Licensee shall notify the Authority of any change in its registered address or address for correspondence within seven (7) days of the date of such change. In default, correspondence addressed at the last known address shall be deemed to have been properly and validly addressed.

26 Exceptional monitoring for National security reasons

26.1 The Authority reserves the right to exercise such monitoring of the Services, at all material times, as may be required for national security reasons or in the public interest. The Licensee shall, in such a case, make available to the Authority or any other authorised agency all monitoring facilities at its own cost.

26.2 The Licensee shall make available on demand to the Authority, full access to the gateways, switching centres, transmission centres, servers and routers for technical scrutiny and for visual and/or operational inspection.

26.3 The Licensee shall ensure protection of privacy of communication and ensure that unauthorized interception of messages does not take place.

26.4 In case any confidential information is divulged to the Licensee for proper implementation of the Licence, it shall be binding on the Licensee and its employees, servants and/or préposes to maintain its secrecy and confidentiality.

26.5 The Licensee shall provide to the Authority location details of gateways, switching centres, transmission centres, servers and routers and other devices, as may be required.

26.6 The Licensee shall maintain all records including called and calling numbers, date, duration and time, etc… with regard to the communications exchanged on its network for a period of one year or as directed by the Authority.

27 Surrender of Licence

27.1 The Licensee shall surrender this Licence to the Authority within two (2) weeks of its termination or any extension thereof or its revocation pursuant to clause 21 above or as may be provided by law.

27.2 The Licensee may surrender this Licence at any time with the express approval of the Authority and subject to the settlement of any outstanding dues.

28 Compliance with other Legal Provisions

The Licensee shall, at all times, during the term of this Licence, including any renewals thereof, comply with all applicable laws and regulations.