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**MINISTERIAL ORDER N°01/S&T OF
18/11/2008 GRANTING A FIXED
TELECOMMUNICATIONS LICENSE TO
RWANDATEL S.A**

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LICENCE DE TELECOMMUNICATIONS
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ITEKA RYA MINISITIRI N°01/S&T RYO KU WA 18/11/2008 RIHA RWANDATEL S.A URUHUSHYA RWO GUKORA ITUMANAHO RITAGENDANWA

MINISTERIAL ORDER N°01/S&T OF 18/11/2008 GRANTING A FIXED TELECOMMUNICATIONS LICENSE TO RWANDATEL S.A

ARRETE MINISTERIEL N°01/S&T DU 18/11/2008 PORTANT OCTROI DE LICENCE DE TELECOMMUNICATIONS FIXE A RWANDATEL S.A

Minisitiri muri Perezidansi ya Repubulika ushinze Ubumenyi n'Ikoranabuhanga;

The Minister in the Office of the President in charge of Science and Technology;

Le Ministre à la Présidence de la République chargé de la Science et de la Technologie ;

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo iya 120 n'ya 121 ;

Pursuant to the Constitution of the Republic of Rwanda of 04 June , 2003, as amended to date, especially in Articles 120 and 121 ;

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 120 et 121 ;

Ashingiye ku Itegeko n° 39/2001 ryo kuwa 13 Nzeli 2001 rishyiraho Ikigo cy'Igihugu gishinzwe kugenzura imikorere y'inzego zimwe z'imirimo ifitiye Igihugu akamaro, cyane cyane mu ngingo yaryo ya mbere ;

Pursuant to Law n° 39/2001 of September 13, 2001, establishing an Agency for the regulation of certain public utilities, especially in Article One;

Vu la Loi n° 39/2001 du 13 septembre 2001 portant création de l'Agence Rwandaise de Régulation de certains services d'utilité publique, spécialement en son article premier ;

Ashingiye ku Itegeko n° 44/2001 ryo kuwa 30 Ugushyingo 2001 rigena Itumanaho, cyane cyane mu ngingo zaryo iya 1, iya 5, n'ya 7 ;

Pursuant to Law n° 44/2001 of November 30, 2001 governing Telecommunications, especially in Articles 1, 5, and 7;

Vu la Loi n° 44/2001 du 30 novembre 2001 portant organisation des Télécommunications, spécialement en ses articles 1, 5, et 7;

Ashingiye ku Iteka rya Perezida n° 04/01 ryo kuwa 15 Werurwe 2004 rigena inshingano zihariye z'Inama Ngenzuramikorere mu byerekeye itumanaho cyane cyane mu ngingo yaryo ya 4;

Pursuant to the Presidential Order n° 04/01 of March 15, 2004 determining specific duties of the Regulatory Board in Telecommunications matters, especially in Article 4;

Vu l'Arrêté Présidentiel n° 04/01 du 15 mars 2004 portant fixation des attributions spécifiques du Conseil de Régulation en matière des télécommunications, spécialement en son article 4 ;

Bisabwe n'Inama Ngenzuramikorere;

On proposal by the Regulatory Board;

Sur proposition du Conseil de Régulation ;

Inama y'Abaminisitiri yateranye kuwa 11/06/2008 imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet, in its session of 11/06/2008;

Après examen et adoption par le Conseil des Ministres, en sa séance du 11/06/2008 ;

ATEGETSE:

ORDERS:

ARRETE :

Ingingo ya mbere: icyo iri teka rigamije

Iri teka rigamije guha Rwandatel S.A uruhushya rwo gushyiraho imiyoboro y'itumanaho no gucuruza serivisi y'itumanaho ritagendanwa.

Article One: Purpose of this Order

The purpose of this Order is to grant License to Rwandatel S.A for installing telecommunications network and providing fixed telecommunications services.

Article premier : Objet du présent arrêté

Le présent arrêté a pour objet l'octroi de licence d'installer les réseaux de télécommunications et de fournir les services de télécommunication fixe à Rwandatel S.A.

Ingingo ya 2: Itangwa ry'uruhushya rw'itumanaho ritagendanwa

Rwandatel S.A ihawe uruhushya rwo gushyiraho no gukoresha imiyoboro y'itumanaho no gucuruza serivisi z'itumanaho ritagendanwa nk'uko imiterere yarwo igaragara ku mugereka w'iri teka.

Article 2: Granting of the fixed telecommunications License

Rwandatel S.A is hereby granted a License for installing and exploiting of telecommunications network and providing fixed telecommunications services whose characteristics are described in the specifications in the annex.

Article 2 : Octroi de licence de télécommunication fixe

Il est accordé à Rwandatel S.A une licence pour l'installation et l'exploitation d'un réseau de télécommunication et de fournir les services de télécommunications fixes dont les caractéristiques sont décrites dans le cahier des charges en annexe.

Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

Article 3: Repealing of inconsistent provisions

All prior provisions contrary to this Order are hereby repealed.

Article 3 : Disposition abrogatoire

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

Ingingo ya 4: Igihe iri teka ritangira gukurikizwa

Iri teka ritangira gukurikizwa ku muni rishyiriweho umukono.

Article 4: Commencement

This Order shall come into force on the date of its signature.

Article 4: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa signature.

Kigali, kuwa **18/11/2008**

Kigali, on **18/11/2008**

Kigali, le **18/11/2008**

Minisitiri muri Perezidansi ya Repubulika ushinze Ubumenyi n'Ikoranabuhanga

The Minister in the Office of the President in charge of Science and Technology

Le Ministre à la Présidence de la République Chargé de la Science et de la Technologie

Prof. MURENZI Romain
(sé)

Prof. MURENZI Romain
(sé)

Prof. MURENZI Romain
(sé)

Bibonywe kandi bishyizweho Ikirango cya **Seen and sealed with the Seal of the Republic:**
Repubulika:

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

The Minister of Justice/ Attorney General

KARUGARAMA Tharcisse
(sé)

KARUGARAMA Tharcisse
(sé)

Vu et scellé du Sceau de la République:

Le Ministre de la Justice/Garde des Sceaux

KARUGARAMA Tharcisse
(sé)

UMUGEREKA KU ITEKA RYA MINISITIRI
N°01/S&T RYO KUWA 18/11/2008 RIHA
RWANDATEL S.A URUHUSHYA RWO
GUKORA ITUMANAHU RITAGENDANWA

ANNEX TO THE MINISTERIAL ORDER
N°01/S&T OF 18/11/2008 GRANTING A FIXED
TELECOMMUNICATIONS LICENSE TO
RWANDATEL S.A

ANNEX A L'ARRETE MINISTERIEL N°01/S&T
DU 18/11/2008 PORTANT OCTROI DE
LICENCE DE TELECOMMUNICATIONS FIXE
A RWANDATEL S.A

FIXED LICENSE FOR RWANDATEL S.A

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RECITALS

Whereas the Licensor, as the competent authority, is empowered under Article 5 of the Telecommunications Law to issue "individual" telecommunications licenses.

Whereas the Licensor shall at all times act on an open, objective and non-discriminatory basis as regards the Licensee and other operators.

And whereas the Licensor, acting on the advice of the Regulatory Board, has decided to grant the license requested.

Now, therefore, the Licensor, acting in accordance with the provisions of the Telecommunications Law, hereby grants the License to the Licensee, on the terms and conditions specified herein.

CHAPTER ONE : GENERAL PROVISIONS

1. INTERPRETATION

1.1 In this License, the following capitalized terms shall have the following meanings:

"Affiliate" means any entity directly or indirectly Controlling, Controlled by, or under common Control with, the Licensee;

"Busy Hour" means the period of one hour for which the traffic on the network concerned is highest compared with any one other period of one hour over a day;

"Regulatory Agency Law" means Law n° 39/2001 of 13 September 2001 establishing an Agency for the regulation of certain public utilities;

"Appendix" means any documents attached to the License. Such documents shall be deemed to form an integral part of the License;

"Carrier Selection" means a facility whereby Subscribers through dialing an access code prefix on a call-by-call basis can choose certain categories of publicly available telephone service to be carried by a selected Operator

"Change of Control" shall mean any change that results in any other person or group of persons acquiring Control.

"Concert" means the concluding of an agreement with a view to acquiring or assigning voting rights or Control or with a view to exercising voting rights or Control in order to implement a common policy with regard to the company

"Control" means the ownership of more than fifty per cent (50%) of the share capital and/or voting rights of the entity in question and/or the ability to direct in practice the business of such entity whether by ownership, contract or otherwise. The terms "Controlling" and "Controlled" shall have corresponding meanings;

"Data" means any stream of bits or bytes sent from one location to another using any means of technologies, such as copper wire, optical fiber, laser, radio.

"Directory" means, in relation to a Public Telecommunication Service, a list that contains the names, addresses and numbers of persons who may be contacted by means of that service;

"Dominant Organization" means, except where the law or regulations provide otherwise, any Operator designated as a Dominant Organization, by the Regulatory Board in accordance with the Regulatory Agency law;

"Effective Date" means the date of signature of the License by the Licensor pursuant to the relevant law and regulations;

"Fixed Telephony Service" means any two-way real-time voice transport service provided to the general public by means of a fixed telephone network or fixed telephone networks, enabling any User having equipment connected to a terminal point to communicate with another terminal point;

"Force Majeure" means any event or happening which is unforeseeable, irresistible and beyond the control of the Licensee and which causes the Licensee to not be able to comply with the obligations contained in this License terms and conditions in a timely manner. Cases of Force Majeure may include (i) acts of God or of public enemy, (ii) war or war-like operations, (iii) civil war or commotion, (iv) mobilizations or military call-up, and (v) acts of a similar nature: revolution, rebellions, sabotage, and insurrections or riots, blockades, embargoes, strikes, restrictions or limitations of materials or services necessary to provide the services covered under this License terms and conditions ; fire, floods, epidemics, earthquakes, landslides, or slides of other materials, storms unworkable weather, other adverse climatological conditions;

“Frequency License” means the license issued to the Licensee under Article 33 of the Telecommunications Law and attached hereto as Appendix B;

"Gross Revenues" means gross revenues made from the provision of the Licensed Services and the operation of the Licensed Network, net of any Regulatory Agency approved payments made to other Operators for Interconnection or similar services;

"ITU" means the International Telecommunication Union;

“Interconnection” means the reciprocal services (but not necessarily the same services) offered by two Operators providing a Public Telecommunications Service in order to allow Users to communicate freely amongst themselves, regardless of the Telecommunications Networks to which they are connected or the Telecommunications Services they use;

“Interconnection charges” means amount paid to other public network operators licensed under article 5 of the telecommunication law for the purpose of interconnection services.

"International Gateway" means telecommunications equipment, hardware and software enabling the transmission of telecommunications signals to and from the Licensed Territory;

“Leased Lines” means the Telecommunications facilities which provide for transparent transmission capacity between Network Termination Points and which do not include on-demand switching (being, switching functions which the User can control as part of the leased line provision) but which may include systems which allow flexible use of the leased line bandwidth including certain routing and management capabilities;

"License" means the present individual license, including its Appendices, under which the Licensee is entitled to install and operate the Licensed Network and provide the Licensed Services within the Licensed Territory;

"Licensed Network" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Services" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Territory" means the Republic of Rwanda, including its territorial waters and airspace, its airports, and any free trade zones;

"Licensee" means RWANDATEL S.A

"Licensor" means Government Minister who is responsible for telecommunications policy and law in the Republic.

“Network Termination Point” means the physical point at which a User can make physical and logical connection with a Telecommunications Network and includes its technical access specification;

“Number Portability” means a facility whereby Subscribers who so request can retain their number on the fixed Public Telecommunications Network independent of the organization providing service;

"Operator" means a Telecommunications Network operator licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

"Provider" means a Telecommunications Service provider licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

“Public Emergency Call Service” means a Telecommunications Service by means of which any member of the public may, at any time, communicate as swiftly as practicable with any emergency organization for the purposes of notifying them of an emergency;

“Public Payphone” means a telephone in a public place which is available for use by the general public using coins and/or credit or debit cards and/or prepayment cards, and which is provided by a Public Telecommunications Network Operator as part of an individual license;

“Public Telecommunications Network” means a Telecommunications Network that is open to the public;

“Public Telecommunications Service” means a Telecommunications Service provided on a Public Telecommunications Network;

“Regulatory Agency” means the public autonomous body created by the law n°39/2001 of 13 September 2001, establishing an agency for the regulation of public utilities;

"Regulatory Board" means the overall national regulating organ of the Regulatory Agency;

"Subscriber" means any individual or organization authorized contractually by the Licensee to initiate and/or receive communications via the Licensed Network in exchange for monetary consideration, and who has been connected for at least ten (10) days;

“Technical offer” means the offer made by the purchaser of 80% of Rwandatel S.A shares;

“Telecommunications” means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature, by wire, radio, optical or other electromagnetic means;

"Telecommunications Law" means Law n°44/2001 of 30 November 2001 governing Telecommunications;

“Telecommunications Network” means the technical equipment or systems utilized for Telecommunications purposes;

“Telecommunications Service” means a service whose provision consists wholly or partly in the transmission and/or routing of signals on Telecommunications Networks but excluding radio and television broadcasting;

“Terminal Equipment” means any device, installation or group of installations, designed for direct or indirect connection to a Network Termination Point with a view to the transmission, processing or receipt of information;

"Universal Access" means all the services set forth in Article 22. of the License;

"Universal Access Fund" means the fund created by Presidential decree pursuant to Article 28 of the Telecommunications Law, in order to facilitate the provision to the general public of public telephony services;

"User" means a natural person or organization legitimately using a Telecommunications Network and/or Telecommunications Services.

“Added Value services” means all telecommunication services other than Basic Voice Services to the public, Telex Services and Telegraph Services;

1.2 The definitions of any other capitalized terms used in the License are those set forth in Article 1 of the Telecommunications Law.

2. SCOPE OF THE LICENSE

Subject to the terms and conditions hereof:

2.1 The Licensor authorizes the Licensee to:

- (a) provide the Licensed Services within the Licensed Territory; and
- (b) install, operate and maintain the Licensed Network as necessary for the purposes of providing the Licensed Services.

2.2 The Licensee has the right and obligation to connect the Licensed Network to all other licensed Public Telecommunication Networks in the Licensed Territory.

- 2.3 *If radio links are to be used for transmission between elements of the Licensed Network, the Licensee must acquire a separate Frequency License for this activity, awarded, upon successful application, by the Regulatory Board.*

3. **NETWORKS AND SERVICES CONCERNED**

In this license, the “**Licensed Services**” shall mean all public fixed Telecommunications Network services, whether local, long distance or international, including :

- Voice
- Data
- Value Added Services

In this license, the “**Licensed Network**” shall mean all telecommunications infrastructure, including switching centers and base stations, installed, operated, maintained, possessed and/or used by the Licensee and necessary for providing the Licensed Services, whether such infrastructure is owned, leased, or otherwise acquired by the Licensee. For the avoidance of doubt, it is expressly noted that such infrastructure may, at the Licensee’s discretion, include an International Gateway.

4. **COMPLIANCE OBLIGATIONS**

The Licensee shall, at all times during the duration of the License, comply with the provisions of the License and all applicable laws, both national and international, regulations, or instruments which currently exist or which may from time to time be issued by the competent authorities, including in particular :

- the Regulatory Agency Law;
- the Telecommunications Law;
- the Presidential Order n° 05/01 of 15 March 2004 determining the functioning of the Universal Access Fund and public operator’s contributions;
- the Presidential Order n° 04/01 of 15 March 2004 determining specific duties of the Regulatory Board in Telecommunications Matters;
- the Ministerial Order n° 4/DC/04 of 7 June 2004 on annual fees payable by public utilities;
- the Ministerial Order n° 5/DC/04 of 7 June 2004 on the general conditions and pricing principles to be respected in interconnection agreements;
- the Ministerial Order n° 6/DC/04 of 07 June 2004 on requests for installation of telecommunications facilities and terminal equipment on public and private property;
- any other decrees implemented pursuant to the Regulatory Agency Law and/or Telecommunications Law.

5. **LEGAL STATUS OF THE LICENCE**

The License is personal to the Licensee and the Licensee shall not Sub-Licence, assign or grant any right, interest or entitlement in the License nor transfer the Licence to any other person.

6. **DURATION, RENEWAL AND TRANSFER OF THE LICENSE**

- 6.1 *The License is awarded for a period of fifteen (15) years starting from its Effective Date and, subject to the provisions of Article 6.3 is renewable for successive five (5) year periods.*
- 6.2 *Upon expiry of the License, all infrastructure, facilities and equipment purchased by the Licensee in order to construct or operate the Licensed Network and to provide the Licensed Services shall remain the property of the Licensee.*
- 6.3 *The License may be renewed by the Licensor upon request of the Licensee, provided the Licensee has (i) complied with the requirements of the License terms and conditions and with the applicable laws and regulations, and (ii) at least three (3) months prior to the expiry of the License, given written notice to the Licensor of its wish to have the License renewed.*

- 6.4 *If the Licensee does not submit a request for renewal within the period specified article 6.3 above, the license shall terminate upon expiry of the fifteen (15) years.*
- 6.5 *The procedure for renewal shall be same as that stipulated in article 6 of the Telecommunications Law.*
- 6.6 *In this regard, the decision of whether or not to renew the License shall be made on an open, objective and non-discriminatory basis. In the event that the Regulatory Board fails to respond within three (3) months from the date of receipt of a valid application, the Licensee shall be entitled to apply to the competent court for an order that such renewal be effected.*
- 6.7 *Furthermore, the Licensors may refuse a validly made application for renewal of the License only on the basis of Articles 7 and 8 of the Telecommunications Law, namely:*
- limitations on scarce resources necessitating a tendering procedure;
 - protection of the national integrity and/or national security;
 - limitations on the frequency spectrum;
 - the Regulatory Board reasonably believes that competition in the telecommunications sector can be adversely affected; and
 - the Licensee has substantially failed to meet its obligations.
- 6.8 *To be effective, a refusal to renew the License must be sent in writing and must refer to the grounds for the decision within six (6) months upon receipt of the application. The Licensee has no right to any indemnity for a refusal to renew the License.*
- 6.9 *In addition to its general powers to modify the terms of the License under Article 47 hereof, the Regulatory Board shall be entitled to introduce reasonable modifications to the License upon its renewal, to take account in particular of :*
- changes in technology;
 - relevant legislation, regulations and or other instruments which may have been promulgated in Rwanda; and
 - international conventions, protocols and other agreements which may have been adopted by the Rwandan authorities.
- 6.10 *For the avoidance of doubt, the Licensee shall be entitled to negotiate any renewal of the License where it is dissatisfied with any reasons for such modifications.*
- 6.11 *In accordance with Article 5 of the Telecommunications Law, the License is personal to the Licensee and may not be transferred or assigned to a third party without the prior written consent of the Regulatory Board and the payment of any required fee. The Licensee shall ensure that the beneficiary of any transfer duly authorized by the Regulatory Board complies fully with all provisions of the License.*
- 6.12 *The Licensee shall not encumber in any manner the rights, interests or obligations under the License without the prior written consent of the Regulatory Board.*

7. ELIGIBILITY AND CHANGE OF OWNERSHIP

- 7.1 *The Licensee warrants that it is, and for the entire duration of the License shall continue to be, a corporate body constituted under the laws of Rwanda. It warrants that it meets, and shall continue to meet, any other eligibility requirements established under applicable Rwandan laws and regulations.*
- 7.2 *The share capital of, and participations held by, the Licensee is as described in Appendix A. The Licensee warrants that it and its shareholders are aware of, and that it and its shareholders are in compliance with, the provisions of Article 53 of the Telecommunications Law, which provisions forbid : (i) any one company which is*

operating a Telecommunications Network and/or providing Telecommunications Services in Rwanda to hold any shares in any other company operating a Telecommunications Network and/or providing Telecommunications Services in Rwanda; and (ii) any company to hold shares in more than one company which is operating a Telecommunications Network or providing Telecommunications Services in Rwanda.

- 7.3 *In accordance with Article 13 of the Telecommunications Law, the Licensee shall, where it undergoes any direct or indirect change of ownership, notify such change in writing to the Regulatory Board no later than one month after the change. However, the Licensee may request the Regulatory Board for prior approval in respect of any transfer of shares or any change in ownership.*

Where in the opinion of the Regulatory Board, the change of ownership of the Licensee would adversely affect the development of Telecommunications in the country, including the development of competition, or the performance of its License obligations, or the security of the country, the Regulatory Board shall revoke the License by notifying to the Licensee a written decision containing reasons.

The Regulatory Board shall communicate the decision of approval or disapproval of the transfer of shares or the change of ownership within one (1) month upon receipt of notification.

8. TECHNICAL QUALIFICATIONS AND ADMINISTRATION OF THE BUSINESS

- 8.1 *The Licensee shall maintain adequately trained personnel and adequate infrastructure during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.*
- 8.2 *The Licensee shall maximize the use of human and material resources during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.*
- 8.3 *The licensee shall submit upon request by the Regulatory Agency, a report on Human Resource Development.*
- 8.4 *The Licensee shall ensure that:*
- *the administration and management of the business associated with the establishment, maintenance and operation of the Licensed network and service provision shall be conducted from the Republic of Rwanda; and*
 - *its business is conducted in a manner which the Regulatory Agency is satisfied is on a normal commercial basis and at arm's length.*

9. INTERNATIONAL AGREEMENT AND COOPERATION

9.1 *The Licensee shall perform and observe the requirements of any international convention, agreement, protocol or understanding applicable to the Telecommunications sector in Rwanda, including the Constitution and Convention of the ITU and the regulations and recommendations annexed to them.*

9.2 *If duly nominated to do so by the Minister in charge of the telecommunications sector, the Licensee shall contribute to the work of international organizations related to the telecommunications sector.*

9.3 *Upon proposition of the Regulatory Agency, the Licensee will be declared by the Minister in charge of the Telecommunications sector to be an Operator recognized by the ITU.*

CHAPTER 2: ESTABLISHMENT OF THE LICENSED NETWORK

10. INTEROPERABILITY, STANDARDS AND SPECIFICATIONS

- 10.1 *The equipment and infrastructure used by the Licensee to install and operate the Licensed Network shall comply with the applicable standards set down by the law and regulations of Rwanda or, where these are silent, by the ITU.*

- 10.2 *The Licensee shall comply with any regulation, technical specification or rule issued by the Regulatory Agency which is applicable and appropriate for ensuring interoperability of the Licensed Services and the Licensed Network.*
- 10.3 *Pursuant to Articles 42 to 44 of the Telecommunications Law, the Licensee shall have the right to market and supply Terminal Equipment for connection to the Licensed Network, provided that such equipment (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board.*
- 10.4 *The Licensee shall not be entitled to refuse the connection to the Licensed Network of any Terminal Equipment which (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board.*
- 10.5 *Upon request, the Licensee shall provide any Subscriber with installation and maintenance services for Terminal Equipment. However, if it has not provided the Subscriber with the Terminal Equipment in question, the Licensee shall not have the obligation to maintain such Terminal Equipment.*

11. NETWORK INFRASTRUCTURE

- 11.1 *The Licensee shall have the right to construct its own network with an appropriate infrastructure in accordance with the law and regulations of Rwanda. The Licensee is also entitled to lease lines or infrastructure from third parties in order to ensure direct links between its equipment.*
- 11.2 *Pursuant to Articles 47 to 50 of the Telecommunications Law, the Licensee shall, in the course of the construction of the Licensed Network, comply with the relevant rules and standards applicable in Rwanda, including any safety requirements and right of use principles.*

12. INTERNATIONAL ACCESS

- 12.1 *The Licensee, enjoying the right under Article 3 hereof to install and operate an International Gateway, may at its own discretion negotiate, with other international operators duly registered in their countries, the tariffs and contributions for the infrastructure and/or equipment that might be used in common, pursuant to the relevant rules and recommendations of international organizations of which Rwanda is a member.*
- 12.2 *The licensee shall inform the Regulatory Agency the outcome of negotiations mentioned in the paragraph 12.1.*

13. ALLOCATION OF RADIO FREQUENCIES

- 13.1 *Pursuant to article 33 of the Telecommunications Law, it is forbidden to make use of any part of the radio frequency spectrum for radio-communications purposes unless a Frequency License has been issued. The Licensee has, prior to the grant of this License, obtained an appropriate Frequency License from the Regulatory Board. Such Frequency License, a certified copy of which is attached hereto in Appendix B, grants to the Licensee, in order to enable it to provide the Licensed Services by means of the Licensed Network, the right to use the radio frequencies specified in the Frequency License throughout the term of this License, and any renewals or extensions of such term pursuant to Article 6 above.*
- 13.2 *In accordance with Articles 5, 32 and 33 of the Telecommunications Law, the Licensee may apply to the Regulatory Board for the right to use any additional frequencies in connection with the Licensed Services. The Licensee shall send a duly motivated written request to the Regulatory Board, which shall reply within a period of one (1) month in writing. When coordination with other countries is required, the license may be issued within six months.*

- 13.3 *The Licensee undertakes to optimize the efficiency and effectiveness of the use of radio frequencies. In this regard, in the event that a radio frequency is not operated one (1) year after the Effective Date, the Regulatory Board shall be entitled to withdraw the right of use of the frequencies granted to the Licensee.*

14. NUMBERING PLAN

- 14.1 *The Regulatory Board has, prior to the grant of this License, assigned blocks of Telecommunications numbers to the Licensee, in accordance with Article 45 of the Telecommunications Law. A certified copy of Regulatory Board decision allocating such blocks of numbers is attached hereto as Appendix C.*
- 14.2 *Upon written request to the Regulatory Board, the Licensee shall be entitled to the allocation of additional blocks of numbers to the extent appropriate for him to meet justifiable business needs for the whole duration of the License.*
- 14.3 *In the event that the Regulatory Agency decides to rearrange the national numbering plan, the Licensee shall be entitled to be consulted prior to the implementation of such rearrangement.*
- 14.4 *The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Number Portability to allow flexibility of service without a change of number. Subsequent implementation of Number Portability is to be subject to operational practicability and commercial viability.*
- 14.5 *The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Carrier Selection to allow a choice of routing. The choice of method(s) and subsequent implementation is to be dependent on Subscribers' demands, operational practicability and commercial viability.*

15. INTERCONNECTION AND ACCESS

15.1 Right of Interconnection

The Licensee shall be entitled to interconnect the licensed network with other licensed public telecommunication networks upon fulfillment of the conditions and procedures set forth in article 39 of the Telecommunications Law.

15.2 Duty to provide Interconnection

Pursuant to Article 39 of the Telecommunications Law, the Licensee shall be obliged, upon receipt of a written request from the Public Telecommunications Network Operator concerned, to allow Interconnection between the Licensed Network and the network of such Operator, where such request is reasonable in the light of the Operator's requirements and the Licensee's capacity to satisfy them.

In the event of a refusal to allow Interconnection, the Licensee shall provide a written explanation to the operator concerned for such refusal. The explanation shall be copied to the Regulatory Agency.

15.3 Interconnection Agreement

Technical and commercial arrangements for Interconnection shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations, to the terms of each Operator's license and, to the relevant standard Interconnection offer.

In particular, the general conditions and pricing principles of the Interconnection agreement must satisfy the provisions of the relevant regulation issued by the Minister pursuant to Article 39 of the Telecommunications Law.

Where no agreement can be reached between the Licensee and the Operator(s) concerned, either party to the negotiations may refer the matter to the Regulatory Board for determination in accordance with Article 39 of the Telecommunications Law.

15.4 Standard Interconnection Offer

The Licensee shall, in addition to operating a cost accounting system to enable it to identify the costs associated with Interconnection:

- itemize standard Interconnection offer described in Appendix D, each Interconnection facility offered to Public Telecommunications Network Operators, together with the associated terms and conditions, including tariffs ;
- submit such standard Interconnection offer to the Regulatory Board for its approval; and
- adjust its standard Interconnection offer to take account of commercial and technological changes and the introduction of new facilities and services.

15.5 Network Access

The Licensee shall have the right to have reasonable access to the Telecommunications Networks of other Public Telecommunications Network Operators for purposes of providing the Licensed Services, upon submitting a written request to the Operator concerned.

The Licensee shall have the obligation to provide reasonable access to the Licensed Network to other Public Telecommunications Network Operators for the purposes of providing duly licensed Telecommunications Services, upon written request from the Operator concerned.

Technical and commercial arrangements for network access shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations and to the terms of each Operator's license.

16. LEASED LINES

- 16.1 *The Licensee shall be entitled to have access to leased line upon fulfillment of the conditions and procedures set forth in article 37 of the Telecommunications Law.*
- 16.2 *If the Licensee acquires extra capacity, it shall make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests*
- 16.3 *Where the Licensee has direct access to International Gateway, the Licensee shall make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests if such cables and/or ducts or capacity on such cables are available.*
- 16.4 *The Licensee shall not discriminate between Users when providing Leased Lines. Conditions of access to such lines should be observed with transparency and fairness.*

17. ACCESS TO PRIVATE/PUBLIC DOMAIN

- 17.1 *The Licensee shall install Telecommunications infrastructure and/or Terminal Equipment on, over and under public and private land in strict compliance in particular with Articles 47 to 50 of the Telecommunications Law.*
- 17.2 *Pursuant to Article 48 of the Telecommunications Law, and subject to Article 17.3 below, whenever requested by an Operator or Provider, and if practicable to do so, the Licensee shall share the use of its Telecommunications infrastructure, upon payment of reasonable compensation. Similarly, the Licensee shall be entitled, upon request to any Operator or Provider, to share the use of the latter's Telecommunications infrastructure, upon payment of reasonable compensation.*
- 17.3 *The Licensee shall have the right to refuse the request for the use of its infrastructure provided it considers on justifiable and reasonable grounds that:*
 - it is not economically reasonable to allow such use;
 - it is likely to cause damage to the nature or function of such infrastructure;
 - major additional construction work is required;
 - other technical considerations may endanger its Telecommunications infrastructures; or

- the practical constraints, including electrical and/or space constraints, may compromise the infrastructure.

17.4 *Any agreement for the sharing of infrastructure shall be negotiated directly between the relevant Operators and Providers. In the event that the terms of such agreements cannot be agreed, either party thereto may request the Regulatory Agency to determine the terms and compensation for the use of the infrastructure in accordance with the Telecommunications Law.*

18. COVERAGE AND ROLL OUT

The Licensee shall install, operate and maintain the Licensed Network and provide the Licensed Services in all localities referred to in Appendix E, and shall do so in accordance with minimum requirements set forth in the said Appendix and elsewhere in this License.

The licensee shall submit to the Regulatory Agency a semester report on the progress made in regard to rollout and coverage obligations as laid out in the technical offer.

CHAPTER 3: PROVISION OF THE LICENSED SERVICES

19. CONTINUITY

- 19.1 *The Licensee shall not intentionally interrupt the operation of the telephone system or any part thereof or the supply of any type of Licensed Service at any time during the license period. In case of planned maintenance the licensee shall first notify the Regulatory Agency in writing seven (7) days prior to interruption, of the reasons for the above-mentioned temporary interruption in service and having received the approval of the Regulatory Agency. In addition, it shall notify the affected Subscribers of such an interruption of services, seven (7) days in advance, and the anticipated date on which service will be re-established.*
- 19.2 *Except in the event of Force Majeure, or where it has received the prior written consent of the Regulatory Agency to interrupt the provision of the Licensed Services, the Licensee shall, for the entire duration of the License, provide the Licensed Services continuously, twenty four (24) hours a day and seven (7) days a week.*
- 19.3 *Whenever there is any unforeseeable interruption in the service provided by the Licensee, and this affects more than 5% of its Subscribers simultaneously for a period of eight (8) hours or more within the same day, it must notify the Regulatory Agency within no more than two (2) working days, explaining the reasons for the interruption and the measures to be adopted to re-establish service, as well as the probable date that service will be re-established for the Subscribers affected or the date and time on which it was re-established, as applicable.*
- 19.4 *In the event that complete interruption of services at transit and international level continues for a period longer than sixty (60) minutes, the Licensee shall report the interruption to the Regulatory Agency immediately and establish the cause within twenty four (24) hours of such occurrence.*
- 19.5 *The Licensee undertakes to take all measures necessary to guarantee the proper operation and protection of the Licensed Network and to remedy promptly with the appropriate human and technical resources any interruption of part or all of the Licensed Services.*

20. QUALITY OF THE LICENSED SERVICES

- 20.1 *The Licensee undertakes to use all commercially reasonable endeavors to comply with international standards of quality, in particular those set by the ITU and regional organizations to which Rwanda is member state.. Furthermore, the Licensee undertakes to comply with the quality of services requirements set forth in Appendix F.*

- 20.2 *The Licensee undertakes to install an effective quality-monitoring system for the Licensed Services based on internationally recognized standards and to allow the Regulatory Agency access to inspect data related to the quality of the Licensed Services.*
- 20.3 *The Licensee shall provide the Regulatory Agency with the results of measurements of quality of service on quarterly basis and as and when requested by the Regulatory Agency.*
- 20.4 *The Licensee shall maintain Quality of Service information records in a form provided in Appendix F.*
- 20.5 *The performance standards as set out in Appendix F shall be subject to review from time to time, in the event that the Regulatory Agency is of the opinion that technological developments have made greater performance standards applicable to the Licensed System.*
- 20.6 *The Licensee shall notify the Regulatory Agency of the occurrence of any fact or event likely to materially affect the Licensee's ability to comply with any term of the license including any change to the network which may detrimentally affect the performance, availability or quality of the network or the services; and any insolvency-related event in respect of the Licensee or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.*

21. MASTER SUBSCRIBER CONTRACT

21.1 Contract to govern relations

Except to the extent that the Regulatory Agency exempts the Licensee from the requirements of this Article 21, the relationship between the Licensee and each Subscriber shall be governed by the terms of a master Subscriber contract containing the standard terms and conditions for the provision of the Licensed Services and approved by the Regulatory Agency in accordance with Article 21.3 below.

Accordingly, the Licensee shall not offer the Licensed Services other than pursuant to such master Subscriber contract, without the prior, written authorization of the Regulatory Agency.

The Licensee shall make available for consultation free of charge a copy of the approved master Subscriber contract at every point of sale, as well as on its Internet website. The Licensee shall also provide a copy of the approved master Subscriber contract, free of charge, to any interested party upon request and to any new Subscriber prior to provision of any Licensed Service to, and receipt of any payment of deposit from, such Subscriber.

21.2 Content of master Subscriber contract

The master Subscriber contract shall be available in the English, French, Kinyarwanda languages.

The standard terms and conditions referred to in Article 21.1 above shall include, at a minimum, provisions approved by the Regulatory Agency in respect of the following matters :

- procedures for fault repair;
- types of maintenance services offered;
- a provision stating the period within which faults shall be repaired;
- information on service quality levels offered;
- 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 Subscriber within a three (3) months period ;
- confidentiality of Subscriber information ;
- the compensation and/or refund arrangements for Subscribers which apply if the contracted service is not met and a summary of the method of initiating procedures for the settlement of disputes;
- payment terms, including any applicable interest or administration charges;
- minimum contract period;

- Subscriber and Licensee rights of termination;
- method of settlement of Subscriber complaints or other disputes, including provision for appeal to the Regulatory Board and the Rwandan courts in the event that a dispute cannot be resolved by the parties.

Furthermore, the Licensee shall comply with any rulings issued by the Regulatory Agency regarding general terms and conditions for the provision of Telecommunications Services.

21.3 Procedure for approval

The Licensee shall submit to the Regulatory Agency for its approval a draft master Subscriber contract at least five (5) weeks prior to bringing into operation its first Licensed Services.

The Regulatory Agency shall review the draft master Subscriber contract and shall, within three (3) weeks of the date of receipt thereof, notify the Licensee of its decision. Failure to communicate a decision within this period shall be deemed to constitute approval of the master Subscriber contract.

Where the Regulatory Agency notifies the Licensee that it does not approve the master Subscriber contract, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the draft to the satisfaction of the Regulatory Agency. The Licensee shall then submit an amended draft for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of the preceding paragraph shall apply again.

In no event shall the Licensee bring into operation any new Licensed Services without having first received the approval of its master Subscriber contract by the Regulatory Agency.

21.4 Procedure for modification

The Licensee may from time to time propose modifications to the terms of the master Subscriber contract by writing to the Regulatory Agency and enclosing a revised version of the contract, with modifications clearly marked and explained.

Where the Regulatory Agency does not object to the proposed modifications within three (3) weeks of receipt of the proposal, the Licensee shall be entitled to introduce the modification, subject to giving five (5) days' written notice to the Regulatory Board and all Subscribers. Where the Regulatory Agency notifies the Licensee that it does not approve the proposed modifications, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the proposed modifications to the satisfaction of the Regulatory Agency. The Licensee may then submit amended proposed modifications for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of this paragraph shall apply again.

Any modification to the master Subscriber contract shall come into force as regards each individual Subscriber fifteen (15) days after delivery of a written copy of such modification to the Subscriber, unless that Subscriber objects to such modification in writing to the Regulatory Agency or the Licensee within said fifteen (15) days period.

21.5 Former Subscribers' contracts

Subscribers' contracts concluded by the Licensee prior to the Effective Date of the License shall be amended in accordance with the terms and conditions of the master Subscriber contract defined in Article 21 above within six (6) months following the Regulatory Agency's approval on the master Subscriber contract.

22. UNIVERSAL ACCESS

22.1 In this license, Universal Access shall have the meaning ascribed to it under article 3 the Presidential Order n° 05/01 of 15 March 2004 determining the functioning of the Universal Access Fund and public operator's contributions;

The Licensee shall install, operate and maintain the Licensed Network in accordance with the provisions of article 20 of this license so as to ensure efficient and continuous Universal Access.

22.1 *The Licensee shall not be required to provide Universal Access to the extent that :*

- *the Regulatory Board is satisfied that a reasonable demand is being met or is to be met by other means ;*
- *the Regulatory Board determines that it is not reasonable in the circumstances to require the Licensee to provide Universal Access, including where (i) the provision of Universal Access would expose any person engaged in its provision to undue risk to health or safety, or (ii) it is not reasonably practicable.*

22.2 *The Licensee's obligations in respect of Universal Access shall automatically be deemed to have been satisfied in any year in which the coverage and roll out obligations referred to in Article 18 and in which Subscribers' requests for the provision of the Licensed Services have been handled in a non discriminatory manner.*

22.3 *The Licensee shall receive, from the Universal Access Fund, appropriate subsidies, to be determined in accordance with the provisions of the Presidential Order on Universal Access for the costs of providing Universal Access to Subscribers, who would otherwise not be served because such provision is not economically viable.*

The Licensee shall pay a Universal Access Contribution to the Universal Access Fund in accordance with the Presidential order governing the functioning of the Universal Access Fund.

23 CONFIDENTIALITY AND SECURITY

23.1 *In accordance with Articles 24 to 27 of the Telecommunications Law, the Licensee shall use all commercially reasonable efforts to ensure that personal information related to Subscribers is protected.*

23.2 *In accordance with Articles 54 to 55 of the Telecommunications Law, the Licensee warrants that any Subscriber's voice or data obtained or received in the performance of the Licensed Services shall be kept confidential.*

23.3 *The Licensee undertakes to create and implement internal written rules and procedures to ensure Telecommunications secrecy, including Subscribers' personal data protection.*

23.4 *Upon Subscriber request, the Licensee undertakes to guarantee the restrictions of the identity of calling and connected lines, as referred to in Article 27 of the Telecommunications Law.*

24 NATIONAL DEFENCE, PUBLIC SECURITY AND JUDICIAL POWER

The Licensee shall take all necessary measures to comply with any governmental requirements based on national defense and public security constraints or any request of a judicial authority or any other authorized authority according to the relevant laws and regulations.

Measures and tools to facilitate any such request will be provided by the licensee.

25 CRYPTOGRAPHY

25.1 *The Licensee may proceed for his own signals, and/or propose to his Subscribers a cryptographic service in accordance with the laws and regulations of Rwanda.*

25.2 *The Licensee is however bound to file with the Regulatory Agency the processes and the means of encoding and decoding the signals before starting of these systems.*

26 EMERGENCY CALL SERVICES

26.1 The Licensee shall ensure that Public Emergency Call Services are available at all times, so that any User, within the coverage area, is able to make public emergency calls to emergency organizations at no cost by dialing such numbers using Terminal Equipment connected to the Licensed Network.

26.2 The emergency organizations referred to in Article 26.1 are those in charge of:

- the protection of human lives;
- security assistance;
- fire-fighting; and/or
- such other emergency services as shall be defined from time to time, by the Regulatory Agency.

26.3 In order to ensure that Public Emergency Call Services are available at all times, the Licensee shall cooperate with emergency organizations in the efficient and prompt handling of emergency calls.

26.4 The Licensee shall comply with any reasonable instructions issued by the Regulatory Agency regarding Public Emergency Call Services.

CHAPTER 4: MARKETING OF THE LICENSED SERVICES

27 FREEDOM TO SET TARIFFS

27.1 Pursuant to Articles 29 to 31 of the Telecommunications Law the Licensee is entitled to :

- set in its own discretion the prices of the Licensed Services;
- determine at its own discretion the global system of prices, which may include discount schemes related to the volume of traffic (such as corporate bodies), special tariffs for Users making little use of the Licensed Services, and/or special tariffs for defined disadvantaged groups of Users;
- determine at its own discretion its commercial policy.

27.2 Tariffs must be non-discriminatory and, for so long as the Licensee is designated as a Dominant Organization, must be based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.

27.3 If the Licensee is deemed a Dominant Organization, it may have tariff controls imposed, from time to time, by the Regulatory Board pursuant to Article 30 of the Telecommunications Law and, to the extent the Licensee is a private organization which offers general public access to a telephone service at a profit, it will remain subject to price control pursuant to Article 31 of the Telecommunications Law.

28 INVOICES

28.1 The Licensee shall promptly obtain and put into operation the appropriate equipment in order to calculate the amounts payable for each Licensed Service provided by the Licensee.

28.2 All Licensee invoices rendered by the Licensee in respect of the Licensed Services shall be clear, concise, typed in French, English and Kinyarwanda and easy to understand.

28.3 All Licensee invoices shall, in accordance with Articles 29 and 30 of the Telecommunications Law, contain precise details of all charges for the current billing period and the due date for payment. All Licensee invoices in respect of any outstanding balance and related interest or administration charges shall also contain precise details of all amounts payable and the due date for payment.

28.4 Upon request and at reasonable cost, a Post Paid Subscriber shall be provided by the Licensee with a detailed invoice of the local, long-distance and international calls made.

28.5 Licensee invoices rendered in respect of Interconnection services shall be subject to the relevant regulations referred in Article 15.3 above.

29 TARIFF PUBLICITY

The Licensee shall publish its tariffs in accordance with Article 29 of the Telecommunications Law. In particular, tariffs shall be set out in clear and sufficient detail and be sufficiently unbundled.

Tariffs shall not come into effect before the expiry of a period of thirty (30) days from the date of their publication.

30 ACCOUNTING SYSTEM

30.1 The Licensee shall prepare, for implementation one (1) year following the Effective Date, an analytical accounting system separating the Licensed Network and the Licensed Services offered to the Subscribers or to other Operators.

30.2 When considered to be a Dominant Organization, the Licensee undertakes to respond promptly to any requirement of the Regulatory Board imposed pursuant to Article 51 of the Telecommunications Law.

31 TELEPHONE DIRECTORY

31.1 Pursuant to Article 19 of the Telecommunications Law, the Licensee, shall publish a telephone Directory and provide a copy of such Directory to each Subscriber without charge, until the time the Regulatory Board decides to require another Organization to publish the aforementioned Directory.

31.2 The Licensee shall provide a Directory enquiry service capable of being accessed by any Subscriber.

31.3 Every Subscriber, except Subscribers with prepayment, has the right without charge to have an entry in any publicly available telephone Directory produced by the Licensee.

31.4 Every Subscriber shall have the right without charge, upon written notice, to decline to (i) have or (ii) continue having an entry in any publicly available telephone Directory produced by the Licensee.

31.5 Every Subscriber shall have the right without charge to request amendments be made to the entry concerning that Subscriber. The Licensee shall immediately ensure that its Subscriber database is amended accordingly and that the amendments requested appear in the next edition of the Directory concerned.

32 SUB-CONTRACTORS

32.1 In the scope of its contractual relations with sub-contractors, the Licensee shall warrant that these sub-contractors undertake to respect :

- equal access and non-discrimination between Subscribers;
- confidentiality of the stored information relating to Subscribers.

32.2 In all cases, the Licensee shall remain liable for the provision of the Licensed Services.

33 NON DISCRIMINATION BETWEEN SUBSCRIBERS

33.1 The Licensee will establish and guarantee the principle of equal treatment to all Subscribers whose conditions are the same, without discrimination or preference, and undertakes to provide the Licensed Services on a just and reasonable basis.

33.2 The Subscribers may connect their Terminal Equipment to the respective termination points of the Licensed Network, provided that such equipment is compatible with the

parameters established for such connection in accordance with the regulations of the Regulatory Agency and the instructions given by the Licensee.

34 COMPETITION PROVISIONS

34.1 Anti-competitive conduct

The Licensee expressly undertakes not to engage in any anti-competitive practices as such term is defined in Article 41 of the Regulatory Agency Law and any such practice engaged in by the Licensee shall be void.

34.2 Prohibition of Linked Sales

The Licensee shall not, in any relevant market, make it a condition of providing any Telecommunications Service that a person must acquire from the Licensee, any service or apparatus other than the one that is specifically requested, unless the Licensee has notified the Regulatory Agency of its intention to do so and satisfied the Regulatory Agency that there are technical reasons why this bundling should occur.

34.3 Prohibition of unfair subsidization and cross-subsidization

It is hereby prohibited for the Licensee to unfairly cross subsidize or unfairly subsidize the establishment, operation or maintenance of any licensed network or services. The Licensee shall have a full cost accounting records of all material transfer of assets, funds, rights or liabilities between a part and any other part of its business, and between it and any Associated Company, and shall comply with any directions issued by the Regulatory Agency for the purpose of the prevention of cross-subsidization.

Where the Regulatory Agency, after consulting the Licensee and such other interested parties as considered appropriate, determines that the Licensee or an Affiliate thereof is unfairly cross-subsidizing or unfairly subsidizing any category of services in the relevant market, the Regulatory Agency may issue a direction to that effect and require the Licensee to cease doing so.

34.4 Abuse of dominant position

The Licensee expressly undertakes, during periods when it is designated as a Dominant Organization, not to abuse its dominant position, as such term is defined in the Regulatory Agency Law and any such conduct engaged in by the Licensee shall be void.

35 INSURANCE

The Licensee shall at the date of signature of the License insure with a reputable insurance company against all loss or damage to the equipment and infrastructure of the Licensed Network and against all risks related to its activity.

The Licensee shall maintain an adequate and enforceable insurance policy in respect of the Licensed Network and its activities for the entire duration of the License.

CHAPTER 5: CONTRIBUTION AND FEES

36 LICENCE FEE

The initial license fee will be included in the purchase cost for Rwandatel.

37 UNIVERSAL ACCESS CONTRIBUTION

37.1 Pursuant to Article 28 of the Telecommunications Law and the relevant regulations, the Licensee shall pay to the Regulatory Agency an annual contribution to the Universal Access Fund within one month after the end of the financial year on the basis of the Turnover generated during the previous year.

37.2 The annual contribution to the Universal Access Fund, referenced in Article 37.1 to be determined by the Regulatory Board shall not exceed 2.5 % of its annual Turnover.

38 CONTRIBUTION FOR THE FUNCTIONING OF THE REGULATORY AGENCY

38.1 Pursuant to the Regulatory Agency Law, the Licensee shall participate in the financing of the Regulatory Agency.

38.2 The Licensee's annual contribution under Article 38.1 above, is set at an amount equivalent to one percent (1%) of the Turnover generated during the preceding year.

39 FREQUENCY AND NUMBERING FEES

The licensee shall pay the initial and annual fee for radio frequency in accordance with the Ministerial Order n° 03/RURA/05 of 14/7/2005 determining fees for radio communication licenses.

The licensee shall pay the initial and annual fee for the block of number as determined by the Regulatory Board.

40 OTHER FEES, TAXES, CONTRIBUTIONS AND CHARGES

The Licensee shall pay any other fees, taxes, contributions and charges that may be or from time to time become payable in accordance with the applicable laws and regulations of Rwanda.

CHAPTER 6: LIABILITY - MONITORING - PENALTIES- SAFETY

41 GENERAL LIABILITY

41.1 The Licensee shall be liable for any malfunction in, or directly resulting from, the operation of the Licensed Network, for any breach of the obligations of the License and for any infringement of applicable laws and regulations

41.2 The Licensors shall bear no liability for the direct or indirect consequences to the Licensee of any decision the Licensors may take pursuant to, or in respect of, the License, including without limitation, any decision to impose a penalty or to modify the terms of the License

42 INFORMATION AND MONITORING

42.1 Upon written request and pursuant to the conditions determined by the Regulatory Agency, the Licensee shall give to the Regulatory Agency, any financial, technical and business information and documents necessary for the fulfillment of the obligations determined by laws and regulations as well as by the License.

42.2 The Licensee shall promptly communicate to the Regulatory Agency all information and documents required under applicable legislative and regulatory provisions as well as under the License, including for example:

- any alteration to the composition of the share capital and the voting rights of the Licensee;
- descriptions of the Licensed Services ;
- tariffs, prices and general conditions related to the Licensed Services ;
- traffic data and turnover ;
- information about resources, including frequencies and numbers ;
- analytical accounting information.

42.3 The Licensee shall inform the Regulatory Agency on the following elements of the technical specification regarding the interface and normally provided Network Termination Points:

- For analogue or digital networks: single line interface, multilane, direct dialing-in and any other interface commonly provided;

- For ISDN, where provided: specification of basic and primary rate interfaces at the S/T reference points (including the signaling protocol), details of bearer services able to carry voice telephony services, and other interfaces commonly provided;
- Any other interfaces commonly provided.

42.4 The Licensee shall submit within a period not exceeding six (6) months after end of each fiscal year, to the Regulatory Agency seven (7) copies of a report that shall include annual audited financial statements.

This report shall include detailed information concerning but not limited to the following:

- development of the Licensed Network and the Licensed Services the year preceding the annual report ;
- any material instance in which, so far as the Licensee is aware, the Licensee's obligations under any provisions of this License have not been met, together with an explanation for such failure as well as the time of its corrections. If such failure is independent of the Licensee's control, the Licensee shall provide evidence proving this to be the case ;
- presentation of a forecast plan for the development of the Licensed Network and the Licensed Services for the following year ;
- analytical accounting information;
- any other information deemed relevant by the Licensee or requested in writing by the Regulatory Agency.

42.5 In the event that information provided by the Licensee to the Regulatory Agency is commercially confidential, the information shall be retained by Regulatory the Agency and not divulged to any third party. It is for the Licensee to state which of the submitted information that are commercially confidential and that the Agency shall have the power to disregard the confidentiality of certain information provided this is communicated to the Licensee before any disclosure.

43 INSPECTION

43.1 The Regulatory Agency may require an examination, investigation or audit of any aspect of the Licensee's business relating to the licensed network and services or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the Regulatory Agency in relation to any such examination, investigation or audit. The Regulatory Agency may issue directions with regard to the manner in which such examination; investigation or audit is carried out.

43.2 In particular, the Regulatory Agency may authorize a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the licensed network and services to ensure compliance with the Conditions.

43.3 The Licensee shall allow the Regulatory Agency's authorized representative to attend at, enter and inspect any premises under the Licensee's or any of its Associated Companies' control, and to take copies of any Documents and to acquire any information in the control of the Licensee or any of its Associated Companies, as may be required in order to carry out the examination, investigation or audit.

43.4 The licensee shall provide and maintain, at no less than the reasonable technical standards set by either the Agency or in use by the ITU, facilities to enable the Agency to inspect, test, read or measure, as the case may be, any telecommunications installations, equipment (including, but not limited to testing instruments) or premises used or to be used for the provision of the service, and may at its option, and shall on the written request of the Agency, and subject to the provision by the Agency's reasonable prior written notice, provide a representative to be present at any such inspection, testing, reading or measurement.

43.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Section.

44 SAFETY AND ENVIRONMENT OBLIGATIONS

44.1 Safety of personnel

The Licensee shall take all necessary measures to ensure the safety of its employees and other persons the employment of whom relates wholly or partly to the Licensed Services, of its customers and of the public. In this respect, the Licensee shall comply with any applicable laws and regulations of the Republic of Rwanda for the protection of employees.

44.2 Environment Obligations

The Licensee shall ensure that the installation, operation and maintenance of the Licensed Network and all network-specific equipment are performed in accordance with applicable international and domestic environmental laws, regulations and practices.

45 FINES

The Licensee shall be liable to payment of any fines imposed pursuant notably to Articles 57 to 70 of the Telecommunications Law and the articles 50 and 51 of the law establishing the Regulatory Agency, and shall make such payment promptly and in accordance with any other applicable laws and regulations.

46 LICENSE SUSPENSION, WITHDRAWAL AND OTHER NON-FINANCIAL PENALTIES

Without prejudice to any other rights they may enjoy under the License or under any legislative, regulatory or other legal text, the Regulatory Board and the Minister shall have the following rights of suspension and withdrawal.

46.1 License Suspension

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend the License in the following situations:

- when the periodic fees for continuation of the License have not been paid;
- where there is continued failure to meet any service criteria specified in an enforcement notice issued to the defaulting Licensee.

46.2 License Withdrawal

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to revoke the License in the following situations:

- where the Licensee has not substantially commenced the implementation of the Licensed Network and/or the Licensed Services one year after the date of the Effective Date;
- where the Licensee has commenced the implementation of the Licensed Network or the Licensed Services but is not meeting the deadlines in the License for such implementation;
- where there is an extreme case of continued failure to meet any service criteria specified in an enforcement notice issued to the Licensee for any default in respect of its obligations.

In accordance with Article 13 of the Telecommunications Law, the Regulatory Board shall be obliged to revoke the License in the circumstances outlined in paragraph 2, Article 7.3 of the License, following the indirect or direct change of ownership of a Licensee.

46.3 License Suspension and/or Withdrawal

In accordance with Articles 14, 51 and 57 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend or revoke the License in the following situations:

- where the Licensee is guilty of fraud or intentional misrepresentation when applying for the License;
- where the Licensee is engaged in or is supporting activities amounting to a treasonable offence under the Penal Code;

- where an enforcement order requiring that the Licensee remedy its failure to comply with any condition set forth in its License is issued and the Licensee does not comply with said enforcement notice, and the compliance order is confirmed by the Board after hearing the representations of the Licensee; and/or
- where the Licensee, fails to comply with any obligations imposed pursuant to Article 51 of the Telecommunications Law concerning accounting standards.
- The Regulatory Board shall be entitled to suspend or revoke the License where the Licensee fails to meet its Universal Access obligations under the License.

46.4 Reduction of License Scope or Duration

The Regulatory Board shall be entitled to reduce the scope of the License or reduce the duration of the License where the Licensee demonstrate a continued failure to meet any service criteria specified in an enforcement notice issued pursuant to Article 22 of the Telecommunications Law.

46.5 Suspension of Licensed Services

In accordance with Article 52 paragraph 2° of the Telecommunications Law, the Minister may, subject to observing national legislation and international agreements ratified by Rwanda, suspend any of the Licensed Services when necessary to ensure the preservation of the national integrity.

CHAPTER 7: FINAL PROVISIONS

47 MODIFICATION OF THE LICENSE

47.1 Service Criteria Modification

Pursuant to paragraph 2 of Article 22 of the Telecommunication Law, the Regulatory Board has the power to change quality of service criteria of the License provided that:

- six months' written notice has been given to the Licensee;
- the Licensee has operated under its License for at least eighteen (18) months before notice is given.

Quality of service criteria shall be the same for similar type of Licenses. No modification shall be to the disadvantage of the Licensee compared with other Operators operating under the same or similar type of licenses.

47.2 Nature of Modifications

In accordance with Article 9 of the Telecommunication Law, the Regulatory Board has the power to make alterations and additions to the license. Any such modifications and additions to the License shall reflect in an objective and non-discriminatory manner:

- the provisions of any new telecommunications law relevant to the License;
- any regulatory changes which are intended to ensure opportunities and effective competition in the telecommunications markets in both rural and urban areas;
- changes necessary to respond to market circumstances;
- changes caused by technological developments.

47.3 Modification of Fees Payable

In accordance with article 11 of the Telecommunications Law, the Regulatory Board may from time to time amend the fees applicable to different types of licenses. The revised charges shall be applied to all licenses of the same type

47.4 Procedure

The Regulatory Board must publish its intention to modify the License in the Official Gazette and shall notify the Licensee by registered mail.

Modifications shall take effect three months from the date of being notified to the Licensee. The Licensee shall have the right to negotiate modifications of this license.

The License may also be amended upon a request by the Licensee due to justified reasons and in accordance with the relevant laws and the Agency's Rules and Regulations.

A request for amendment of the License due to justified reasons shall be submitted to the Regulatory Agency in writing. The request should contain exact reasons for requesting an amendment and explanation of all anticipated effects of the same. If the requested amendment is related to general business conditions, the adopted amendment shall applied to all licensees.

48 TRANSPARENCY AND RIGHTS OF APPEAL

The Licensee shall enjoy a reasonable opportunity to make representations in respect of any decision made or, where reasonable in the circumstances, to be made by the competent authority, pursuant to the terms of the License, which may materially affect the Licensee, including, without limitation, any decision to impose a financial penalty, any decision to modify the terms of the License, any refusal to renew the License, and any refusal to authorize a transfer of the License.

The competent authority concerned shall take due account of any such representations made by the Licensee.

Upon written request by the Licensee, the competent authority shall promptly provide the Licensee with written reasons for any such decisions.

The Licensee shall have a right of appeal against any such decisions to a court of competent jurisdiction. Appeals shall be filed within a period of three(3) months from the date of the decision.

49 DISPUTES WITH THIRD PARTY OPERATORS

In case of dispute between operators, the parties to the dispute shall first consult with a view to settling the dispute amicably. In the event of failure to reach an amicable settlement either party may request the Regulatory Board to resolve the disputes.

The Regulatory Board shall make its decision within a reasonable period and shall promptly thereafter provide the parties concerned with written reasons for its decision.

50 FORM OF COMMUNICATION

All notifications, applications, requests or other communication required or permitted under this License shall be communicated in writing to the address of the party concerned or, where such recipient's address has changed, to the last address notified to the sender by the recipient by registered mail.

51 OTHER CONSENTS

Nothing in this License shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorizations or licenses as may be necessary for the construction and operation of the Licensed Network, the provision of the Licensed Services and, more generally, the exercise of its rights or discharge of its obligations under this License, including, without limitation, any investment registration which may be necessary pursuant to Law n° 14/98 establishing the Rwanda Investment and Export Promotion Agency as amended to date and/or its implementing regulations.

52 UNLAWFUL USE

The Licensee shall not knowingly use, or permit the use of the Licensed Network or the Licensed Services for any purpose that violates applicable law.

The Licensee shall include a similar provision precluding the use of the Licensed Network and Licensed Services in its contracts with Subscribers and other Operators.

53 FORCE MAJEURE

53.1 The Licensee shall not be considered to have failed to comply with any obligation whatsoever derived from the present License terms and conditions, including the obligations related to the coverage and roll out plan specified in Appendix E and Quality of Services objectives listed in Appendix F of this License terms and conditions, if the Licensee is prevented from performing its obligations due to any case of Force Majeure. The Licensee shall use all commercially reasonable endeavors to ensure the most rapid service restoration.

53.2 If force majeure the Licensee is prevented from performing any of its obligations under the License the Licensee shall notify the Regulatory Agency of the nature of the force majeure and list the obligations it is prevented from performing as soon as reasonably practicable; and

53.3 Those obligations may be suspended by the Regulatory Board, and the Licensee thereafter shall not be liable to perform those obligations, for so long as the force majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this License or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

54 TERMINATION OF LICENCE

The License shall be terminated:

- upon the request of the Licensee indicating terms and conditions to be imposed by the license issuing authority on the advice of the Regulatory Board;
- due to *force majeure* when the licensed activity cannot be performed after the cause of *force majeure* has been removed; or
- after the expiration of the License validity period, provided that the Licensee does not submit a request for extension of the License.
- in case of revocation of the License.

55 COSTS

The Licensee shall be responsible for all costs, expenses and other obligations (financial or otherwise) regarding the exercise of its rights and the performance of its obligations under the License. The Licensor shall bear no responsibility for such costs, expenses or obligations.

56 WAIVER

No waiver of any breach of any provision of the License shall be effective or binding unless made in writing. Any such waiver shall be limited to the specific breach concerned.

57 GOVERNING LAW

This License shall be governed by and construed in accordance with the laws and regulations of the Republic of Rwanda.

Signed in Kigali in [●] original copies

This [●] day of [●] 2008

The Licensee The Licensor

Represented by: Represented by:

Its:

Its:

Appendices

Appendix A:	Licensee Details, including share capital and participations
Appendix B:	Copy of the frequency license
Appendix C:	Copy of the assigned numbers Board Decision
Appendix D:	Minimum requirements for Standard Interconnection Offer
Appendix E:	Coverage and roll out
Appendix F:	Quality of Services

Appendix A: Licensee details, including share capital and participations

The issued share capital of the Company is two billions four hundred twenty millions Rwandan Francs (2,420,000,000 Rwf) divided into fully paid up 242,000 shares of ten thousands (10,000) Rwandan Francs each as follows:

Name of Share Holder	Number of Shares Held	% of Capital
LAP Green	191,664	79%
Caisse Sociale du Rwanda	48,400	20%
Consortium of Lap Holdings. (Sonitel, Sahelcom, UTL, UCOM and Dataport)	1936	1%
TOTAL	242,000	100%

APPENDIX B: COPY OF THE FREQUENCY LICENSE

REPUBLIC OF RWANDA



RWANDA UTILITIES REGULATORY AGENCY
P.O BOX 7289 KIGALI, Tel: +250 584562, Fax: +250 584563
Email: arms@rwanda1.com
Website: www.rura.gov.rw

LICENSE GRANTED BY

THE RWANDA UTILITIES REGULATORY AGENCY

TO

RWANDATEL S.A

FOR

**USAGE OF RADIO FREQUENCY SPECTRUM RESOURCE AND OPERATION OF RADIO
COMMUNICATION SERVICES**

IN THE REPUBLIC OF RWANDA

LICENCE N° 002 /RURA/2008

LICENSE GRANTED TO RWANDATEL S.A FOR THE USAGE OF RADIO FREQUENCY SPECTRUM RESOURCE AND OPERATION OF RADIO COMMUNICATION SERVICES IN THE REPUBLIC OF RWANDA.

1. DEFINITIONS

In this license unless stated otherwise or the context otherwise requires:-

- 1.1 “**Emergency**” means any unexpected and sudden event that must be dealt with urgently by RURA’s usage of certain special powers by taking extraordinary actions in order to cope with matters including; threat to national security, threat to public peace, when public good is negated, interference to government network, blockage of an already existing and allocated frequency band and national crisis that can only be handled by the use of a particular allocated frequency.
- 1.2 “**License**” means authority to use radio frequency spectrum
- 1.3 “**Licensee**” means RWANDATEL S.A
- 1.4 “**Regulatory Agency**” means the Agency for the regulation of certain public utilities established by law n° 39/2001 of 13 September 2001.
- 1.5 “**The Regulatory Board**” means the overall national regulating organ of the Regulatory Agency.

2. SCOPE OF THE LICENSE

The licensee is authorized to use the radio frequency spectrum with the following technical specifications

2.1 FIXED SERVICES

2.2.1 Microwave Links assigned frequencies

Band of frequency	Assignments (MHz)	
1.5 GHz	1432.5	1481.5
	1434.5	1483.5
	1438.5	1487.5
	1440.5	1489.5
	1444.5	1493.5
	1446.5	1495.5
	1448.5	1497.5
	1450.5	1499.5
	1452.5	1501.5
	1454.5	1503.5
	1456.5	1505.5
	1458.5	1507.5
	1460.5	1509.5
	1462.5	1511.5
	1464.5	1513.5
	1466.5	1515.5
	1468.5	1517.5

2 GHz	1470.5	1519.5
	1713.5	1832.5
	2108.5	2227.5
	2234.5	2021.5
	1905.5	2024.5
	2108.5	2157.5
	1939.5	2152.5
	1933.5	2052.5
3.5 GHz	2164.5	2213.5
	3452.5	3552.5
	3457.5	3557.5
	3462.5	3562.5
	3467.5	3567.5
	3472.5	3572.5
	3477.5	3577.5
	3482.5	3582.5
	3487.5	3587.5
	3492.5	3592.5
6 GHz	3497.5	3597.5
	6870.0	6530.0
	6950.0	6610.0

7 GHz	T/T=28MHz, T/R= 196MHz	
	7149.0	7345.0
	7177.0	7373.0
	7317.0	7121.0
	7401.0	7205.0
	7233.0	7429.0
8 GHz	T/T=7MHz, T/R=126MHz	
	8342	8468
	8349	8475
	8356	8482
	8363	8489
10 GHz	T/T=40MHz, T/R=530MHz	
	11245	10715
	11325	10795
	11405	10875
13 GHz	T/T=28MHz, T/R= 266MHz	
	12877	13143
	12905	13171
21-24 GHz	21224 – 22366.75MHz	
	22456 – 23598.75MHz	

**N.B: The Licensee shall vacate the following bands by the end of December 2009:
1.5 GHz, 2 GHz, 3.5 GHz, 6GHz and 21-24 GHz.**

2.2 Within two weeks of the completion of the roll out schedule, the Licensee shall provide the following technical specifications:

Type/make of Equipment
Area of operations
Assigned Bandwidth

Assigned Frequencies/channels
Type/make of antennae
Antennae height
Transmitter Output power
Effective Radiated power

3. DURATION AND RENEWAL OF THE LICENSE

The license shall be valid for a period of 15 years.

If the telecommunication license is renewed, the radio communications license shall be renewed for further periods on the same or different condition.

The license terminates upon expiry of the license period and if annual fees are not paid.

4. LICENSE FEES

4.1 The license fees in respect of this license and its renewal shall be determined by the Ministerial Order N° 03/RURA/2005 of 14 July 2005 determining fees for radio communication licenses.

4.2 The Licensee shall pay an initial fee and annual fee for radio frequency usage.

4.3 Failure to pay any fees within the specified time may result in the withdrawal of the radio communications license and reallocation of the relevant frequency.

5. COMPLIANCE WITH THE LAW

The licensee shall comply with the Telecommunications law and other relevant laws and regulations of the Republic of Rwanda.

6. INDEMNITY

The licensee shall indemnify the Regulatory Agency against claims or proceedings arising from any breach on the part of the licensee.

7. SAFETY MEASURES

The licensee shall in respect of service operated, maintained or offered under this license take all proper and adequate safety measures to safeguard life or property including exposure to any electromagnetic emission or radiations emanating from equipment or installations from such operations.

8. EFFICIENT USE

The licensee shall use the assigned frequency in an efficient manner. In the event that a radio frequency is not operated one (1) year after the Effective Date, the Regulatory Board shall be entitled to withdraw the right of use of the frequencies granted to the Licensee.

9. AVOIDANCE OF HARMFUL INTERFERENCE

The licensee shall take all reasonable steps to ensure that the use of the assigned radio frequency does not cause harmful interference with facilities of other network service providers.

10. INSPECTION

The Regulatory Board shall have the right to access any radio communication premises as provided in article 48 of the law n 39/2001 of 13 September 2001 establishing the Regulatory Agency.

11. MODIFICATION

The Licensee shall if so directed by the Regulatory Board and or the minister in writing during emergency;

11.1 Modify, in such manner as may be specified in the direction, the operating characteristics of any radio transmitting station used for the purposes of the licensed services or

11.2 Cease operating any radio channel or radio transmitting station used for the purposes of the licensed services.

ISSUED AT KIGALI, REPUBLIC OF RWANDA

**AS UNDER THE ARTICLE 33 OF THE LAW N 44/2001 DATED 30TH NOVEMBER 2001 GOVERNING
TELECOMMUNICATIONS**

ON THIS 17th DAY OF March 2008

**MARIE CLAIRE MUKASINE
(sé)
CHAIRPERSON
RWANDA UTILITIES REGULATORY AGENCY**

APPENDIX C: COPY OF ASSIGNED NUMBER BOARD DECISION

REPUBLIC OF RWANDA



RWANDA UTILITIES REGULATORY AGENCY
P.O BOX 7289 KIGALI, Tel: +250 584562, Fax : +250 584563
Email: arms@rwanda1.com
Website: www.rura.gov.rw

**DECISION N° 02/ICT-RURA/2008 OF 17/03/2008
ALLOCATING THE BLOCK OF TELEPHONE NUMBERS TO THE
COMPANY RWANDATEL S.A FOR THE FIXED LICENSE**

The Regulatory Board, meeting in its session of 17th March 2008;

Given the Law n° 39/2001 of 13 September 2001 establishing the Rwanda Utilities Regulatory Agency of certain Public Utilities;

Given the Law n° 44/2001 of 30/11/2001 governing telecommunications;

Given the Presidential Order n° 04/01 of 15/03/2004 determining specific duties of the Regulatory Board in telecommunications matters;

After consideration and deliberation in its session of 17th March 2008;

Hereby decides:

Article One: Purpose

Pursuant to article 8 pf 5 of the Presidential Order n° 04/01 of 15/03/2004 determining specific duties of the Regulatory Board in telecommunications matters, the present decision is aimed at allocating a block of telephone numbers to the company Rwandatel S.A for its fixed license.

Article 2: Scope

The Rwandatel S.A is hereby authorized to use a range of telephone numbers **5 XX XXX** and **5X XXX XXX** and **04 XX XX XX** currently utilized by Rwandatel S.A for its fixed telephony services.

The allocation by Rwandatel of telephone numbers to its customers shall be entirely left to its discretion and under its control.

Article 3: Provisional provisions

The block of telephone numbers described in article 2 above is allocated temporally, and it shall be changed with the implementation of new numbering plan.

Article 4: Repealing provision

All previous provisions contrary to this decision are hereby repealed.

Article 5: Coming into force

This decision shall come into force on the date of its signature.

Kigali, on 17th March 2008

**MUKASINE Marie Claire
(sé)
Chairperson**

APPENDIX D: MINIMUM REQUIREMENTS FOR STANDARD INTERCONNECTION OFFER

Key principles under which the License will provide interconnection services are:

- Terms of interconnection will not discriminate unduly between Public Telecommunications Network Operators or between the Licensee's own operations and those of other Public Telecommunications Network Operators
- Interconnection charges will be based on the costs of the provision of interconnect services
- Interconnection will be permitted at any technically feasible point in the network
- Interconnect procedures and arrangements will be transparent

The Licensee shall publish on an annual basis a Standard or Reference Interconnection Offer (RIO). The RIO will provide details of the terms and conditions under which other Public Telecommunications Network Operators can access interconnection services from the Licensee. This RIO will contain as a minimum the following details:

<i>Content</i>	<i>Details</i>
Definition of key terms	Definition of key commercial and technical terms used in RIO
Scope of interconnection	Description of the interconnect services covered by the RIO
Interconnect tariffs	Price list for the interconnect services covered by the RIO
Points of interconnect and related facilities	Description of the points where interconnect is available and technical specifications required for achieving successful interconnection
Network and Facility changes	Notification of planned changes in the network. Details of process for ordering specific facilities including contact details and legal conditions surrounding such orders
Traffic measurement and routing	Description of measurement and reporting procedures and the routing of different types of calls
Infrastructure sharing and co-location	Description of the facilities available including supplementary services such as electricity, air conditioning etc. Also to include ordering procedures and the prices
Billing	Billing procedures, and payment terms and conditions. Process for dealing with billing disputes
Quality of service	Service performance standards including time to provision interconnect services, call blockage in the busy hour, etc.
Format of data interchange	Type of information to be exchanged; format and method of exchange

Exhibit 1: Minimum Content of Reference Interconnection Offer (RIO)

Within one year following the Effective Date of the License, the Licensee shall present to the Regulatory Board a draft Reference Interconnect Offer.

The Regulatory Board shall provide the Licensee with comments on the draft Reference Interconnect Offer within one month after receiving it.

After expiry of one month, the Regulatory Board has not communicated its comments, it shall be deemed to have agreed to the RIO.

APPENDIX E: COVERAGE AND ROLL OUT**(a) NETWORK ROLL OUT AND SERVICE COVERAGE**

The licensee shall install, operate and maintain the Licensed Network and provide the Licensed Services in all the localities indicated below and in accordance with the CAPEX Plan presented in the Technical Offer.

NETWORK ROLL OUT

Period	Geographic Areas & Population Percentage Coverage	Coverage					Equipment/ Technology	Capacity				
		2008	2009	2010	2011	2012		2008	2009	2010	2011	2012
2008-2012	Gasabo, Nyarugenge, Kicukiro, Muhanga, Huye, Nyamagabe,Rusizi, Ruhango, Nyanza, Karongi, Rwamagana, Ngoma, Ngororero, Rubavu, Musanze, Gicumbi,	60%	70%	75%	78%	80%	CDMA 2000 1x EVDO	250,000	300,000	400,000	500,000	600,000
	Rutsiro, Kirehe, Gakenke, Rulindo, Nyaruguru, Gisagara, Gatsibo, Kamonyi, Burera, Nyamasheke, Bugesera, Nyagatare, Nyabihu, Kayonza	40%	50%	60%	75%	80%						
2018-2023												

Before the end of each five years period, the Licensee shall provide a detailed network rollout and coverage plan for the subsequent five years.

SERVICE COVERAGE

Year	End of 2008	End of 2009	End of 2010	End of 2011	End of 2012
Number of Voice Subscribers (FWT + wire lines)	65,000	170,000	297,000	360,000	445,000
Number of Data Subscribers (ADSL+ leased lines, Fiber)	950	2750	4000	6000	8000

(b) PUBLIC PAY PHONE ROLL-OUT

The licensee shall install, operate and maintain the number of Public Pay Phones specified in Table below and in the time periods specified.

Public pay Phone requirement					
Year	End 2008	End 2009	End 2010	End 2011	End 2012
Yearly deployment	500	2,000	1,500	1,000	1,000
Total Deployment	500	2,500	4,000	5,000	6,000

APPENDIX F: QUALITY OF SERVICES**Quality of Service requirements****1. Phases**

The QoS parameters shall to be achieved in three phases from the effective date: (i) in the short term before the end of 12 months, (ii) in the intermediate term before the end of 24 months; and (iii) in the long term of 36 months.

2. Publication

The Regulatory Agency may publish on its website, in a manner that enables remote access to the public, the results of QoS compliance in full or in summary form, including in a comparison with other service providers and international standards.

Parameters		Quality level within 12 months	Quality level within 24 months	Quality level within 36 months	Reporting period
Network Service performance					
1	Fault incidence per 100 access line	<30Copper < 8 WLL	<20 Copper <6 WLL	<ul style="list-style-type: none"> • <15 or Less of fault reports per Copper lines a month • < 5 or Less of fault reports per WLL lines per month • Less than 20% of proved faults are repeated 	Quarterly
2	Fault Repair time	>75% within 4 days	>85% within 4 days	<ul style="list-style-type: none"> • 85% of all trouble should be cleared within 24 Hrs • 95% of all trouble should be cleared within a maximum of four (4) working days unless an extenuating fact may arise. 	Quarterly
3	Call completion Rate(CCR)	>65%	>75%	<ul style="list-style-type: none"> • 85% or higher of all call attempts 	Quarterly
4	Blocked Call Rate (BCR)	<5%	<3%	<ul style="list-style-type: none"> • 2% of all established connections per month. 	Quarterly

5	Call Setup success rate (CSSR) (outgoing and incoming)	>87%	>90%	<ul style="list-style-type: none"> 95% or higher of local and national total number calls shall be successful 93% or higher of total incoming and out coming international calls shall be successful 	Quarterly
6	Grade of Service	Less than 2%	<ul style="list-style-type: none"> Same as Short term 	<ul style="list-style-type: none"> Same as Short term 	Quarterly
Broadband QoS performance					
1	Supply time for Initial broadband line connection	>85%	>90%	<ul style="list-style-type: none"> 95% within 10 working days or date specified by and agreed with the customers 99% within 5 days after time specified 	Quarterly
2	Connection speed achieved	>90%	>93%	<ul style="list-style-type: none"> 95% or greater the theoretical connection speed (up-downstream) from ISP's server(s) to the customer shall be achieved full time for dedicated line and 80% for non dedicated line. 	Quarterly
3	Internet data transmission <ul style="list-style-type: none"> Latency Packet loss 	<300 msec <10%	<250 msec <5%	<ul style="list-style-type: none"> Not to exceed 250 msec for fiber (local links) of Latency Not to exceed 3% of packet loss 	Quarterly
4	Network availability	>95%	>98%	<ul style="list-style-type: none"> greater than 99.0% of the time, the network shall be available to the subscriber 	Quarterly

Customer Care					
1	Provision of a service after registration of demand	90% within (7) days (Wired Terminal) And (2) days (Wireless Terminal)	95% within (7) days (Wired Terminal) And (2) days (Wireless Terminal)	<ul style="list-style-type: none"> Wired terminals: 99% cases within Seven (7) working days where there is network Presence. Wireless Terminals: 99% cases within Two (2) working days for wireless terminals for rural and urban Unless additional permission is required. 	Quarterly
2	Customer perception of service	>80%	>85%	<ul style="list-style-type: none"> 90% or higher of all provided services. 	Quarterly
3	Services Complaint rate	<10%	<5%	<ul style="list-style-type: none"> <3% of complaints in a period of 30 days 	Quarterly
4	Customer complaint resolution	>85%	>90%	<ul style="list-style-type: none"> >95% of complaints should be resolved within 24hrs 	Quarterly
Billing integrity					
1	Billing complaints per 100 lines issued	< 0.4%	< 0.3%	<ul style="list-style-type: none"> Billing complaints should not exceed 0.2% of 100 bills issued within a month. 	Quarterly
2	Billing complaints resolution	Same as long term >85% >90%	Same as long term >90% >95%	<ul style="list-style-type: none"> Bills should be received on at most on a monthly basis for post paid customers 95% of billing complaints should be resolved within 20 working days of receipt of complaint 100% of the billing complaints should be resolved within 30 working days of receipt of the complaint Upon receipt of a billing complaint, the same should be resolved within a maximum of 5days 	Quarterly
3	Total bills overcharged	<0.6%	<0.5%	<ul style="list-style-type: none"> Less than 0.5% of Overcharged bills a month 	Quarterly
4	Incorrect credit balance	<0.7%	<0.6%	<ul style="list-style-type: none"> Less than 0.5% of incorrect credit balance a month for pre-paid customer 	Quarterly
5	Recharge Cards	< 0.1%	<0.05%	<ul style="list-style-type: none"> Less than 0.02% of Recharge cards loading errors Less than 0.02% of Recharge cards loading incorrect feedback 	Quarterly

Network performance parameters like grade of service (GoS), call completion rate (CCR), blocked call rate (BCR), Connection Setup Success Rate (CSSR) shall be measured on sample basis by the Agency from time to time, directly or if it so chooses, through an independent agency. These measurements shall be taken in the Time Consistent Busy Hour (TCBH).

Terms definitions

Network Service Quality

Call Completion Rate:

Call completion rate is defined as the ratio of the number of completed call attempts to the total number of call attempts, at a given point of a network.

Call Setup Success Rate:

It is a number of successful established calls of all attempted calls that is Number of successful calls attempts divided by the total number of call attempts.

Blocked Call Rate

It is the number of unsuccessfully established calls due to network congestion reasons. It means the call connection fails because there is no unoccupied channel to serve a call attempt.

Faults rate per access line

A fault report is a report of disrupted or degraded service that is made by a customer and is attributable to the network of the service provider or any interconnected public network, and that is not found to be invalid.

Faults repair time

The duration from the instant a fault has been notified by the customer to the published point of contact of the service provider to the instant when the service element or service has been restored to normal working order.

Grade of Service

This is defined as ratio of lost calls to total call attempts offered to a group of junctions. All the measurements of Grade of Service (GOS) are to be carried out in the Time Consistent Busy Hour (TCBH) as specified by ITU-T.

Time Consistent Busy Hour (TCBH)

The one hour period starting at the same time each day for which the average traffic of the resource group concerned is greatest over the days under consideration.

Broadband QoS performance

Service activation/provision time: time taken to provide service from time of request or date of application to time service is activated

Connection speed achieved

Maximum possible data transfer rate, measured in kilobits per second (Kbps) or megabits per second (Mbps), between the ISP server and the subscriber.

Internet data transmission

A successful internet data transmission is an internet data transmission in which the data is transmitted completely without errors between the Network Termination Points that is average and variation in latency, jitter and packet loss when communicating with ISP servers.

Network Availability

This provides a measure of the proportion of time that the network is available to its subscribers. It is defined as the proportion of time during which at least 80% of the installed equipments capacity are operational, meaning that the network can perform its required functions

Customer Care

Complaint rate

Is defined as an expression of dissatisfaction with the service provider or the service provided, received from a user or a member of the public by the service provider.

Customer Complaint resolution

This parameter measures the performance of the service provider in resolving complaints within the period of pledged time, i.e. performance pledge on connection complaint resolution handling time.

Customer perception of service

Customer satisfaction about different aspects of the service being provided, it can be also a statement expressing the level of quality customers 'believe' they have experienced.

Customer Perception shall take into consideration following Services

% of customers satisfied with the network performance, reliability and availability.

% of customers satisfied with billing performance.

% of customers satisfied with the provision of service. Etc

Provision or activation of a service after registration of demand

This parameter is in regard to duration time of provision of initial connection/service after registration of demand or the performance of the service providers in fulfilling orders for the provision of new services.

Billing performance: Deals with the proportion of bills resulting in a customer complaining about the dissatisfaction of a given bill, time taken for the resolution of the complaints and also time for making.

Recharge Cards

a) % of Recharge Cards Loading Errors:

This is the ratio of the number of times Recharge Card loading failed to the total number of loading attempts at some instant on the network expressed as a percentage.

b) % of Recharge Cards loading incorrect feedback:

This is the ratio of the number of times an incorrect feedback is received during Calling Card / voucher loading to the total number of loading attempts expressed as a percentage.

c) % of total bills overcharged: This parameter is the percentage of the number of Post-Paid accounts that are overcharged within a particular month.

<p>Bibonywe kugira ngo byomekwe ku Iteka rya Minisitiri n° 01/S&T ryo kuwa 18/11/2008 riha RWANDATEL S.A uruhushya rwo gukora itumanaho ritagendanwa.</p> <p>Kigali, kuwa 18/11/2008</p> <p>Minisitiri muri Perezidansi ya Repubulika ushinze Ubumenyi n'Ikoranabuhanga</p> <p>Prof. MURENZI Romain (sé)</p> <p>Bibonywe kandi bishyizweho Ikirango cya Repubulika :</p> <p>Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Seen to be attached to the Ministerial Order n°01/S&T of 18/11/2008 granting a fixed telecommunications license to RWANDATEL S.A.</p> <p>Kigali, on 18/11/2008</p> <p>The Minister in the Office of the President in charge of Science and Technology</p> <p>Prof. MURENZI Romain (sé)</p> <p>Seen and sealed with the Seal of the Republic :</p> <p>The Minister of Justice/Attorney General</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Vu pour être annexé à l'Arrêté Ministériel n°01/S&T du 18/11/2008 portant octroi de licence de télécommunications fixe à RWANDATEL S.A.</p> <p>Kigali, le 18/11/2008</p> <p>Le Ministre à la Présidence de la République chargé de la Science et de la Technologie</p> <p>Prof. MURENZI Romain (sé)</p> <p>Vu et scellé du Sceau de la République :</p> <p>Le Ministre de la Justice/Garde des Sceaux</p> <p>KARUGARAMA Tharcisse (sé)</p>
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<p>ITEKA RYA MINISITIRI N°02/S&T RYO KUWA 18/11/2008 RIHA RWANDATEL S.A URUHUSHYA RWO GUKORA ITUMANAHU RIGENDANWA</p>	<p>MINISTERIAL ORDER N°02/S&T OF 18/11/2008 GRANTING A MOBILE TELECOMMUNICATIONS LICENSE TO RWANDATEL S.A</p>	<p>ARRETE MINISTERIEL N°02/S&T DU 18/11/2008 PORTANT OCTROI DE LICENCE DE TELECOMMUNICATIONS MOBILE A RWANDATEL S.A</p>
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<p><u>Ingingo ya 2:</u> Itangwa ry'uruhushya rw'itumanaho rigendanwa</p>	<p><u>Article 2:</u> Granting of the Mobile telecommunications License</p>	<p><u>Article 2 :</u> Octroi de licence de télécommunication mobile</p>
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<p><u>Ingingo ya 4:</u> Igihe iteka ritangira gukurikizwa</p>	<p><u>Article 4:</u> Commencement</p>	<p><u>Article 4:</u> Entrée en vigueur</p>

<p>ITEKA RYA MINISITIRI N°02/S&T RYO KUWA 18/11/2008 RIHA RWANDATEL S.A URUHUSHYA RWO GUKORA ITUMANAHO RIGENDANWA</p> <p>Minisitiri muri Perezidansi ya Repubulika ushinze Ubumenyi n'Ikoranabuhanga;</p> <p>Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo iya 120 n'ya 121 ;</p> <p>Ashingiye ku Itegeko n° 39/2001 ryo kuwa 13 Nzeli 2001 rishyiraho Ikigo cy'Igihugu gishinzwe kugenzura imikorere y'inzego zimwe z'imirimo ifitiye Igihugu akamaro, cyane cyane mu ngingo yaryo ya mbere ;</p> <p>Ashingiye ku Itegeko n° 44/2001 ryo kuwa 30 Ugushyingo 2001 rigena Itumanaho, cyane cyane mu ngingo zaryo iya 1, iya 5, n'ya 7 ;</p> <p>Ashingiye ku Iteka rya Perezida n° 04/01 ryo kuwa 15 Werurwe 2004 rigena inshingano zihariye z'Inama Ngenzuramikorere mu byerekeye itumanaho cyane cyane mu ngingo yaryo ya 4;</p> <p>Bisabwe n'Inama Ngenzuramikorere;</p> <p>Inama y'Abaminisitiri yateranye kuwa 11/06/2008 imaze kubisuzuma no kubyemeza;</p> <p>ATEGETSE:</p>	<p>MINISTERIAL ORDER N°02/S&T OF18/11/2008 GRANTING A MOBILE TELECOMMUNICATIONS LICENSE TO RWANDATEL S.A</p> <p>The Minister in the Office of the President in charge of Science and Technology;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 04 June , 2003, as amended to date, especially in Articles 120 and 121 ;</p> <p>Pursuant to Law n° 39/2001 of September 13, 2001, establishing an Agency for the regulation of certain public utilities, especially in Article One;</p> <p>Pursuant to Law n° 44/2001 of November 30, 2001 governing Telecommunications, especially in Articles 1, 5, and 7;</p> <p>Pursuant to the Presidential Order n° 04/01 of March 15, 2004 determining specific duties of the Regulatory Board in Telecommunications matters, especially in Article 4;</p> <p>On proposal by the Regulatory Board;</p> <p>After consideration and approval by the Cabinet, in its session of 11/06/2008;</p> <p>ORDERS:</p>	<p>ARRETE MINISTERIEL N°02/S&T DU 18/11/2008 PORTANT OCTROI DE LICENCE DE TELECOMMUNICATIONS MOBILE A RWANDATEL S.A</p> <p>Le Ministre à la Présidence de la République chargé de la Science et de la Technologie ;</p> <p>Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 120 et 121 ;</p> <p>Vu la Loi n° 39/2001 du 13 septembre 2001 portant création de l'Agence Rwandaise de Régulation de certains services d'utilité publique, spécialement en son article premier ;</p> <p>Vu la Loi n° 44/2001 du 30 novembre 2001 portant organisation des Télécommunications, spécialement en ses articles 1, 5, et 7;</p> <p>Vu l'Arrêté Présidentiel n° 04/01 du 15 mars 2004 portant fixation des attributions spécifiques du Conseil de Régulation en matière des télécommunications, spécialement en son article 4 ;</p> <p>Sur proposition du Conseil de Régulation ;</p> <p>Après examen et adoption par le Conseil des Ministres, en sa séance du 11/06/2008 ;</p> <p>ARRETE :</p>
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<p><u>Ingingo ya mbere: icyo iri teka rigamije</u></p> <p>Iri teka rigamije guha Rwandatel S.A uruhushya rwo gushyiraho imiyoboro y'itumanaho no gucuruza serivisi y'itumanaho rigendanwa..</p> <p><u>Ingingo ya 2: Itangwa ry'uruhushya rw'itumanaho rigendanwa</u></p> <p>Rwandatel S.A ihawe uruhushya rwo gushyiraho no gukoresha imiyoboro y'itumanaho no gucuruza serivisi z'itumanaho rigendanwa nk'uko imiterere yarwo igaragara ku mugereka w'iri teka.</p> <p><u>Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka</u></p> <p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4: Igihe iri teka ritangira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu rishyirwaho umukono.</p> <p>Kigali, kuwa 18/11/2008</p> <p>Minisitiri muri Perezidansi ya Repubulika ushinze Ubumenyi n'Ikoranabuhanga</p> <p>Prof. MURENZI Romain (sé)</p>	<p><u>Article One: Purpose of this Order</u></p> <p>The purpose of this Order is to grant License to Rwandatel S.A for installing telecommunications network and providing mobile telecommunications services.</p> <p><u>Article 2: Granting of the Mobile telecommunications License</u></p> <p>Rwandatel S.A is hereby granted License for installing and exploiting of telecommunications network and providing mobile telecommunications services whose characteristics are described in the specifications in the annex.</p> <p><u>Article 3: Repealing of inconsistent provisions</u></p> <p>All prior provisions contrary to this Order are hereby repealed.</p> <p><u>Article 4: Commencement</u></p> <p>This Order shall come into force on the date of its signature.</p> <p>Kigali, on 18/11/2008</p> <p>The Minister in the Office of the President in charge of Science and Technology</p> <p>Prof. MURENZI Romain (sé)</p>	<p><u>Article premier : Objet du présent arrêté</u></p> <p>Le présent arrêté a pour objet l'octroi de licence d'installer les réseaux de télécommunications et de fournir les services de télécommunications mobiles à Rwandatel S.A.</p> <p><u>Article 2 : Octroi de licence de télécommunication mobile</u></p> <p>Il est accordé à Rwandatel S.A une licence pour l'installation et l'exploitation d'un réseau de télécommunication et de fournir les services de télécommunications mobiles dont les caractéristiques sont décrites dans le cahier des charges en annexe.</p> <p><u>Article 3 : Disposition abrogatoire</u></p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa signature.</p> <p>Kigali, le 18/11/2008</p> <p>Le Ministre à la Présidence de la République Chargé de la Science et de la Technologie</p> <p>Prof. MURENZI Romain (sé)</p>
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<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>The Minister of Justice/Attorney General</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Vu et scellé du Sceau de la République:</p> <p>Le Ministre de la Justice/Garde des Sceaux</p> <p>KARUGARAMA Tharcisse (sé)</p>
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<p>UMUGEREKA KU ITEKA RYA MINISITIRI N°02/S&T RYO KUWA 18/11/2008 RIHA RWANDATEL S.A URUHUSHYA RWO GUKORA ITUMANAHU RIGENDANWA</p>	<p>ANNEX TO THE MINISTERIAL ORDER N°02/S&T OF 18/11/2008 GRANTING A MOBILE TELECOMMUNICATIONS LICENSE TO RWANDATEL S.A</p>	<p>ANNEX A L'ARRETE MINISTERIEL N°02/S&T DU 18/11/2008 PORTANT OCTROI DE LICENCE DE TELECOMMUNICATIONS MOBILE A RWANDATEL S.A</p>
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CELLULAR MOBILE LICENSE FOR RWANDATEL S.A

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RECITALS

Whereas the Licensor, as the competent authority, is empowered under Article 5 of the Telecommunications Law to issue "individual" telecommunications licenses.

Whereas the Licensor shall at all times act on an open, objective and non-discriminatory basis as regards the Licensee and other operators.

And whereas the Licensor, acting on the advice of the Regulatory Board, has decided to grant the license requested.

Now, therefore, the Licensor, acting in accordance with the provisions of the Telecommunications Law, hereby grants the License to the Licensee, on the terms and conditions specified herein.

CHAPTER ONE: GENERAL PROVISIONS

1. INTERPRETATION

In this License, the following capitalized terms shall have the following meanings :

"Affiliate" means any entity directly or indirectly Controlling, Controlled by, or under common Control with, the Licensee ;

"Regulatory Agency Law" means Law n° 39/2001 of 13 September 2001 establishing an Agency for the regulation of certain public utilities ;

"Appendix" means any documents attached to the License. Such documents shall be deemed to form an integral part of the License ;

"Basic Voice Service" means a telecommunications service whereby real-time two-way speech conversation is made possible, without:

- any additional service being provided in respect of the real-time two-way speech conversation ;
- any deliberate removal or addition to the information content of that real-time two-way speech conversation.

"Busy Hour" means the period of one hour for which the traffic on the network concerned is highest compared with any one other period of one hour over a day;

"Carrier Selection" means a code that identifies whether the caller dialled the elected or chosen carrier and whether the caller presubscribed to the elected or chosen carrier ;

"Change of Control" shall mean any change that results in any other person or group of persons acquiring Control.

"Concert" means persons who have concluded an agreement with a view to acquiring or assigning voting rights or with a view to exercising voting rights in order to implement a common policy and who, with regard to the company shall be regarded as acting in concert.

"Control" means the ownership of more than fifty per cent (50%) of the share capital and/or voting rights of the entity in question and/or the ability to direct in practice the business of such entity whether by ownership, contract or otherwise. The terms "Controlling" and "Controlled" shall have corresponding meanings ;

"Data" means any stream of bits or bytes sent from one location to another using any means of technologies, such as copper wire, optical fiber, laser, radio.

"Dominant Organization" means, except where the law or regulations provide otherwise, any Operator designated as a Dominant Organization, by the Regulatory Board in accordance with Article 49 of the Agency Law ;

"Effective Date" means the date of signature by the Licensor pursuant to the relevant law and regulations;

"Force Majeure" means any event or happening which is unforeseeable, irresistible and beyond the control of the Licensee and which causes the Licensee to not be able to comply with the obligations contained in this License terms and conditions in a timely manner. Cases of Force Majeure may include (i) acts of God or of public enemy, (ii) war or war-like operations, (iii) civil war or commotion, (iv) mobilizations or military call-up, and (v) acts of a similar nature: revolution, rebellions, sabotage, and insurrections or riots, blockades, embargoes, strikes, restrictions or limitations of materials or services necessary to provide the services covered under this License terms and conditions ; fire, floods, epidemics, earthquakes, landslides, or slides of other materials, storms unworkable weather, other adverse climatological conditions.

"Frequencies" means radio frequencies allocated to the Licensee for the operation of the Licensed Services as specified in the License, as the same may be amended or modified from time to time in accordance with the provisions hereafter ;

"Gross Revenues" means gross revenues made from the provision of the Licensed Services and the operation of the Licensed Network, net of any Regulatory Agency approved payments made to other Operators for interconnection or similar services ;

"GPRS" means General Packet Radio Service, a general service of radiocommunications ; based on a packet-switched technology enabling high speed data transmission ;

"ITU" means the International Telecommunication Union ;

"International Gateway" means telecommunications equipment, hardware and software enabling the transmission of telecommunications signals to and from the Licensed Territory;

"Interconnection" means the reciprocal services (but not necessarily the same services) offered by two Operators providing a Public Telecommunications Service in order to allow Users to communicate freely amongst themselves, regardless of the Telecommunications Networks to which they are connected or the Telecommunications Services they use;

"Interconnection charges" means **"Interconnection charges"** means amount paid to other public network operators licensed under article 5 of the telecommunication law for the purpose of interconnection services.

"Leased Lines" means the Telecommunications facilities which provide for transparent transmission capacity between Network Termination Points and which do not include on-demand switching (being, switching functions which the User can control as part of the leased line provision) but which may include systems which allow flexible use of the leased line bandwidth including certain routing and management capabilities;

"License" means the present individual license, including its Attachments, under which the Licensee is entitled to install and operate the Licensed Network and provide the Licensed Services within the Licensed Territory;

"Licensed Network" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Services" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Territory" means the Republic of Rwanda, including its territorial waters and airspace, its airports, and any free trade zones;

"Licensee" means the Operator to whom the License is granted, as specified in Attachment A;

"Licensor" means the public entity who grants the License to the Licensee;

"Operator" means a telecommunications network operator licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

"Provider" means a telecommunications service provider licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

"Public Emergency Call Service" means a Telecommunications Service by means of which any member of the public may, at any time, communicate as swiftly as practicable with any emergency organization for the purposes of notifying them of an emergency;

"Public Telecommunications Network" means a Telecommunications Network that is open to the public;

"Public Telecommunications Service" means a Telecommunications Service provided on a Public Telecommunications Network;

"Regulatory Agency" means the public autonomous body regulating the public utilities in Rwanda created by the Agency Law;

"Regulatory Board" means the board of seven individuals responsible for the regulation of public utilities in the Rwandan Republic and for the management of the Regulatory Agency, as defined in Article 8 of the Agency Law;

"Roaming User" means clients of foreign operators having entered into roaming agreements with Licensee, using the Licensee's Licensed Network;

"Subscriber" means any individual or organization authorized contractually by the Licensee to initiate and/or receive communications via the Licensed Network in exchange for monetary consideration, and who has been connected for at least [ten (10)] days, as well as any pre-paid card-holder whose card is active. For the avoidance of doubt, Roaming Users and Visiting Users are not Subscribers for the purposes of the License;

"Technical offer" means the offer made by the purchaser of 80% of Rwandatel S.A shares;

"Telecommunications Law" means Law n°44/2001 of 30 November 2001 governing telecommunications;

"Telecommunications Network" means the technical equipment or systems utilized for Telecommunications purposes;

"Telecommunications Service" means a service whose provision consists wholly or partly in the transmission and/or routing of signals on Telecommunications Networks but excluding radio and television broadcasting;

"Terminal Equipment" means any device, installation or group of installations, designed for direct or indirect connection to a Network Termination Point with a view to the transmission, processing or receipt of information;

"Universal Access Fund" means the fund created by Presidential decree pursuant to Article 28 of the Telecommunications Law, in order to facilitate the provision to the general public of public telephony services.

"User" means a Subscriber, a Roaming User, a Visiting User or any natural person or organization using a telecommunications network and/or service;

"Value-Added Services" means all telecommunication services other than Basic Voice Services to the public, Telex Services and Telegraph Services;

"Visiting User" means clients of other mobile operators in Rwanda having entered into national roaming agreements with the Licensee, using the Licensee 's Licensed Network ;

The definitions of any other capitalized terms used in the License are those set forth in Article One of the Telecommunications Law.

2. SCOPE OF THE LICENSE

2.1 *Subject to the terms and conditions hereof, the Licensor authorizes the Licensee to:*

- (b) provide the Licensed Services within the Licensed Territory ;
- (c) install and operate the Licensed Network as necessary for the purposes of providing the Licensed Services.

2.2 *The Licensee has the right and obligation to connect the Licensed Network to all other licensed Public Telecommunication Networks in the Licensed Territory.*

2.3 *If radio links are to be used for transmission between elements of the Licensed Network, the Licensee must acquire a separate Frequency License for this activity, awarded, upon successful application, by the Regulatory Board.*

3. NETWORKS AND SERVICES CONCERNED

In this license, the **"Licensed Services"** shall mean any mobile cellular telecommunications services, be local, long-distance or international, including, for avoidance of doubt,

- Voice

- Data
- Added Value Services

In this license, the "**Licensed Network**" shall mean all mobile cellular infrastructure, including switching centers and base stations, installed, operated, maintained, possessed and/or used by the Licensee and necessary for providing the Licensed Services, whether such infrastructure is owned, leased, or otherwise acquired by the Licensee.

For the avoidance of doubt, it is expressly noted that such infrastructure may, at the Licensee's discretion, include an International Gateway.

4. COMPLIANCE OBLIGATIONS

The Licensee shall, at all times during the duration of the License, comply with the provisions of the License and all applicable laws, regulations, or instruments which currently exist or which may from time to time be issued by the competent authorities, including in particular :

- the Regulatory Agency Law ;
- the Telecommunications Law ;
- the Presidential Order n° 05/01 of 15 March 2004 determining the functioning of the Universal Access Fund and public operator's contributions;
- the Presidential Order n° 04/01 of 15 March 2004 determining specific duties of the Regulatory Board in Telecommunications Matters;
- the Ministerial Order n° 4/DC/04 of 7 June 2004 on annual fees payable by public utilities;
- the Ministerial Order n° 5/DC/04 of 7 June 2004 on the general conditions and pricing principles to be respected in interconnection agreements;
- the Ministerial Order n° 6/DC/04 of 07 June 2004 on requests for installation of telecommunications facilities and terminal equipment on public and private property;
- any other decrees implemented pursuant to the Regulatory Agency Law and/or Telecommunications Law.

5. LEGAL STATUS OF THE LICENCE

The License is personal to the Licensee and the Licensee shall not Sub-License, assign or grant any right, interest or entitlement in the License nor transfer the License to any other person.

6. DURATION, RENEWAL AND TRANSFER OF THE LICENSE

6.1 *The License is awarded for a period of fifteen (15) years starting from its Effective Date and, subject to the provisions of Article 6.3, is renewable for successive five (5) year periods.*

6.2 *Upon expiry of the License, all infrastructure, facilities and equipment purchased by the Licensee in order to construct or operate the Licensed Network and to provide the Licensed Services shall remain the property of the Licensee.*

6.3 *The License may be renewed by the Licensor upon request of the Licensee, provided the Licensee has (i) complied with the requirements of the License terms and conditions and with the applicable laws and regulations, and (ii) at least three (3) months prior to the expiry of the License, given written notice to the Licensor of its wish to have the License renewed.*

6.4 *If the Licensee does not submit a request for renewal within the period specified in the article 6.3 above, the license shall terminate upon expiry of the fifteen (15) years.*

6.5 *The procedure for renewal shall be same as that stipulated in article 6 of the Telecommunications Law.*

6.6 *In this regard, the decision of whether or not to renew the License shall be made on an open, objective and non-discriminatory basis. In the event that the Regulatory Board fails to respond within three (3) months from the date of receipt of a valid application, the Licensee shall be entitled to apply to the competent court for an order that such renewal be effected.*

6.7 *Furthermore, the Licensor may refuse a validly made application for renewal of the License only on the basis of Articles 7 and 8 of the Telecommunications Law, namely:*

- limitations on scarce resources necessitating a tendering procedure;
- protection of the national integrity and/or national security;
- limitations on the frequency spectrum;
- the Regulatory Board reasonably believes that competition in the telecommunications sector can be adversely affected; and
- the Licensee has substantially failed to meet its obligations.

6.8 *To be effective, a refusal to renew the License must be sent in writing and must refer to the grounds for the decision within six (6) months upon receipt of the application. The Licensee has no right to any indemnity for a refusal to renew the License.*

6.9 *In addition to its general powers to modify the terms of the License under Article 48 hereof, the Regulatory Board shall be entitled to introduce reasonable modifications to the License upon its renewal, to take account in particular of :*

- changes in technology;
- relevant legislation, regulations and or other instruments which may have been promulgated in Rwanda; and
- international conventions, protocols and other agreements which may have been adopted by the Rwandan authorities.

6.10 *For the avoidance of doubt, the Licensee shall be entitled to negotiate any renewal of the License where it is dissatisfied with any reasons for such modifications.*

6.11 *In accordance with Article 5 of the Telecommunications Law, the License is personal to the Licensee and may not be transferred or assigned to a third party without the prior written consent of the Regulatory Board and the payment of any required fee. The Licensee shall ensure that the beneficiary of any transfer duly authorized by the Regulatory Board complies fully with all provisions of the License.*

6.12 *The Licensee shall not encumber in any manner the rights, interests or obligations under the License without the prior written consent of the Regulatory Board.*

7. ELIGIBILITY AND CHANGE OF OWNERSHIP

7.1 *License shall continue to be, a corporate body constituted under the laws of Rwanda. It warrants that it meets, and shall continue to meet, any other eligibility requirements established under applicable Rwandan laws and regulations.*

7.2 *The share capital of, and participations held by, the Licensee is as described in Appendix A. The Licensee warrants that it and its shareholders are aware of, and that it and its shareholders are in compliance with, the provisions of Article 53 of the Telecommunications Law, which provisions forbid : (i) any one company which is operating a Telecommunications Network and/or providing Telecommunications Services in Rwanda to hold any shares in any other company operating a Telecommunications Network and/or providing Telecommunications Services in Rwanda; and (ii) any company to hold shares in more than one company which is operating a Telecommunications Network or providing Telecommunications Services in Rwanda.*

7.3 *In accordance with Article 13 of the Telecommunications Law, the Licensee shall, where it undergoes any direct or indirect change of ownership, notify such change in writing to the Regulatory Board no later than one month after the change. However, the Licensee may request the Regulatory Board for prior approval in respect of any transfer of shares or any change in ownership.*

Where in the opinion of the Regulatory Board, the change of ownership of the Licensee would adversely affect the development of Telecommunications in the country, including the development of competition, or the performance of its License obligations, or the security of the country, the Regulatory Board shall revoke the License by notifying to the Licensee a written decision containing reasons.

The Regulatory Board shall communicate the decision of approval or disapproval of the transfer of shares or the change of ownership within one (1) month upon receipt of notification.

8. TECHNICAL QUALIFICATIONS AND THE BUSINESS ADMINISTRATION

8.1 *The Licensee shall maintain adequately trained personnel and adequate infrastructure during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.*

8.2 *The Licensee shall maximize the use of human and material resources during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.*

8.3 *The licensee shall submit upon request by the Regulatory Agency, a report on Human Resource Development.*

8.4 *The Licensee shall ensure that:*

- the administration and management of the business associated with the establishment, maintenance and operation of the Licensed network and service provision shall be conducted from the Republic of Rwanda; and
- its business is conducted in a manner which the Regulatory Agency is satisfied is on a normal commercial basis and at arm's length.

9. INTERNATIONAL AGREEMENT AND COOPERATION

9.1 *The Licensee shall perform and observe the requirements of any international convention, agreement, protocol or understanding applicable to the telecommunications sector in Rwanda, including the Constitution and Convention of the ITU and the regulations and recommendations annexed to them.*

9.2 *If duly nominated to do so by the Minister in charge of the telecommunications sector, the Licensee shall contribute to the work of international organizations related to the telecommunications sector.*

CHAPTER 2: ESTABLISHMENT OF THE LICENSED NETWORK

10. INTEROPERABILITY, STANDARDS AND SPECIFICATIONS

10.1 *The equipment and infrastructure used by the Licensee to install and operate the Licensed Network shall comply with the applicable standards set down by the law and regulations of Rwanda or, where these are silent, by the ITU.*

10.2 *The Licensee shall comply with any regulation, technical specification or rule issued by the Regulatory Agency which is applicable and appropriate for ensuring interoperability of the Licensed Services and the Licensed Network.*

10.3 *Pursuant to Articles 42 to 44 of the Telecommunications Law, the Licensee shall have the right to market and supply Terminal Equipment for connection to the Licensed Network, provided that such equipment (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board.*

10.4 *The Licensee shall not be entitled to refuse the connection to the Licensed Network of any Terminal Equipment which (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board.*

10.5 *Upon request, the Licensee shall provide any Subscriber with installation and maintenance services for Terminal Equipment. However, if it has not provided the Subscriber with the Terminal Equipment in question, the Licensee shall not have the obligation to maintain such Terminal Equipment.*

11. NETWORK INFRASTRUCTURE

11.1 *The Licensee shall have the right to construct its own network with an appropriate infrastructure in accordance with the law and regulations of Rwanda. The Licensee is also entitled to lease lines or infrastructure from third parties in order to ensure direct links between its equipment.*

11.2 *Pursuant to Articles 47 to 50 of the Telecommunications Law, the Licensee shall, in the course of the construction of the Licensed Network, comply with the relevant rules and standards applicable in Rwanda, including any safety requirements and right of use principles.*

12. INTERNATIONAL ACCESS

12.1 *The Licensee, enjoying the right under Article 3 hereof to install and operate an International Gateway, may at its own discretion negotiate, with other international operators duly registered in their countries, the tariffs and contributions for the infrastructure and/or equipment that might be used in common, pursuant to the relevant rules and recommendations of international organizations of which Rwanda is a member.*

12.2 *The licensee shall inform the Regulatory Agency the outcome of negotiations mentioned in the paragraph 12.1.*

13. ALLOCATION OF RADIO FREQUENCIES

13.1 *Pursuant to article 33 of the Telecommunications Law, it is forbidden to make use of any part of the radio frequency spectrum for radio-communications purposes unless a Frequency License has been issued. The Licensee has, prior to the grant of this License, obtained an appropriate Frequency License from the Regulatory Board. Such Frequency License, a certified copy of which is attached hereto in Appendix B, grants to the Licensee, in order to enable it to provide the Licensed Services by means of the Licensed Network, the right to use the radio frequencies specified in the Frequency License throughout the term of this License, and any renewals or extensions of such term pursuant to Article 6 above.*

13.2 *In accordance with Articles 5, 32 and 33 of the Telecommunications Law, the Licensee may apply to the Regulatory Board for the right to use any additional frequencies in connection with the Licensed Services. The Licensee shall send a duly motivated written request to the Regulatory Board, which shall reply within a period of one (1) month in writing. When coordination with other countries is required, the license may be issued within six months.*

13.3 *The Licensee undertakes to optimize the efficiency and effectiveness of the use of radio frequencies. In this regard, in the event that a radio frequency is not operated one (1) year after the Effective Date, the Regulatory Board shall be entitled to withdraw the right of use of the frequencies granted to the Licensee.*

14. NUMBERING PLAN

14.1 *The Regulatory Board has, prior to the grant of this License, assigned blocks of Telecommunications numbers to the Licensee, in accordance with Article 45 of the Telecommunications Law. A certified copy of Regulatory Board decision allocating such blocks of numbers is attached hereto as Appendix C.*

14.2 *Upon written request to the Regulatory Board, the Licensee shall be entitled to the allocation of additional blocks of numbers to the extent appropriate for him to meet justifiable business needs for the whole duration of the License.*

14.3 *In the event that the Regulatory Agency decides to rearrange the national numbering plan, the Licensee shall be entitled to be consulted prior to the implementation of such rearrangement.*

14.4 *The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Number Portability to allow flexibility of service without a change of number. Subsequent implementation of Number Portability is to be subject to operational practicability and commercial viability.*

14.5 *The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Carrier Selection to allow a choice of routing. The choice of method(s) and subsequent implementation is to be dependent on Subscribers' demands, operational practicability and commercial viability.*

15. INTERCONNECTION AND ACCESS

15.1 Right of Interconnection

The Licensee shall be entitled to interconnect the licensed network with other licensed public telecommunication networks upon fulfillment of the conditions and procedures set forth in article 39 of the Telecommunications Law.

15.2 Duty to provide Interconnection

Pursuant to Article 39 of the Telecommunications Law, the Licensee shall be obliged, upon receipt of a written request from the Public Telecommunications Network Operator concerned, to allow Interconnection between the

Licensed Network and the network of such Operator, where such request is reasonable in the light of the Operator's requirements and the Licensee's capacity to satisfy them.

In the event of a refusal to allow Interconnection, the Licensee shall provide a written explanation to the operator concerned for such refusal. The explanation shall be copied to the Regulatory Agency.

15.3 Interconnection Agreement

Technical and commercial arrangements for Interconnection shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations, to the terms of each Operator's license and, to the relevant standard Interconnection offer.

In particular, the general conditions and pricing principles of the Interconnection agreement must satisfy the provisions of the relevant regulation issued by the Minister pursuant to Article 39 of the Telecommunications Law.

Where no agreement can be reached between the Licensee and the Operator(s) concerned, either party to the negotiations may refer the matter to the Regulatory Board for determination in accordance with Article 39 of the Telecommunications Law.

15.4 Standard Interconnection Offer

The Licensee shall, in addition to operating a cost accounting system to enable it to identify the costs associated with Interconnection:

- itemize standard Interconnection offer described in Appendix D, each Interconnection facility offered to Public Telecommunications Network Operators, together with the associated terms and conditions, including tariffs ;
- submit such standard Interconnection offer to the Regulatory Board for its approval; and
- adjust its standard Interconnection offer to take account of commercial and technological changes and the introduction of new facilities and services.

15.5 Network Access

The Licensee shall have the right to have reasonable access to the Telecommunications Networks of other Public Telecommunications Network Operators for purposes of providing the Licensed Services, upon submitting a written request to the Operator concerned.

The Licensee shall have the obligation to provide reasonable access to the Licensed Network to other Public Telecommunications Network Operators for the purposes of providing duly licensed Telecommunications Services, upon written request from the Operator concerned.

Technical and commercial arrangements for network access shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations and to the terms of each Operator's license.

16. LEASED LINES

16.1 *The Licensee shall be entitled to have access to leased line upon fulfillment of the conditions and procedures set forth in article 37 of the Telecommunications Law.*

16.2 *If the Licensee acquires extra capacity, it shall make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests*

16.3 *Where the Licensee has direct access to International Gateway, the Licensee shall make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests if such cables and/or ducts or capacity on such cables are available.*

16.4 *The Licensee shall not discriminate between Users when providing Leased Lines. Conditions of access to such lines should be observed with transparency and fairness.*

17. ACCESS TO PRIVATE/PUBLIC DOMAIN

17.1 *The Licensee shall install Telecommunications infrastructure and/or Terminal Equipment on, over and under public and private land in strict compliance in particular with Articles 47 to 50 of the Telecommunications Law.*

17.2 Pursuant to Article 48 of the Telecommunications Law, and subject to Article 17.3 below, whenever requested by an Operator or Provider, and if practicable to do so, the Licensee shall share the use of its Telecommunications infrastructure, upon payment of reasonable compensation. Similarly, the Licensee shall be entitled, upon request to any Operator or Provider, to share the use of the latter's Telecommunications infrastructure, upon payment of reasonable compensation.

17.3 The Licensee shall have the right to refuse the request for the use of its infrastructure provided it considers on justifiable and reasonable grounds that:

- it is not economically reasonable to allow such use;
- it is likely to cause damage to the nature or function of such infrastructure;
- major additional construction work is required;
- other technical considerations may endanger its Telecommunications infrastructures; or
- the practical constraints, including electrical and/or space constraints, may compromise the infrastructure.

17.4 Any agreement for the sharing of infrastructure shall be negotiated directly between the relevant Operators and Providers. In the event that the terms of such agreements cannot be agreed, either party thereto may request the Regulatory Agency to determine the terms and compensation for the use of the infrastructure in accordance with the Telecommunications Law.

18. COVERAGE AND ROLL OUT

The Licensee shall install, operate and maintain the Licensed Network and provide the Licensed Services in all localities referred to in Appendix E, and shall do so in accordance with minimum requirements set forth in the said Appendix and elsewhere in this License.

The licensee shall submit to the Regulatory Agency a semester report on the progress made in regard to rollout and coverage obligations.

CHAPTER 3: PROVISION OF THE LICENSED SERVICES

19. CONTINUITY

19.1 The Licensee shall not intentionally interrupt the operation of the telephone system or any part thereof or the supply of any type of Licensed Service at any time during the license period. In case of planned maintenance the licensee shall first notify the Regulatory Agency in writing seven (7) days prior to interruption, of the reasons for the above-mentioned temporary interruption in service and having received the approval of the Regulatory Agency. In addition, it shall notify the affected Subscribers of such an interruption of services, seven (7) days in advance, and the anticipated date on which service will be re-established.

19.2 Except in the event of Force Majeure, or where it has received the prior written consent of the Regulatory Agency to interrupt the provision of the Licensed Services, the Licensee shall, for the entire duration of the License, provide the Licensed Services continuously, twenty four (24) hours a day and seven (7) days a week.

19.3 Whenever there is any unforeseeable interruption in the service provided by the Licensee, and this affects more than 5% of its Subscribers simultaneously for a period of eight (8) hours or more within the same day, it must notify the Regulatory Agency within no more than two (2) working days, explaining the reasons for the interruption and the measures to be adopted to re-establish service, as well as the probable date that service will be re-established for the Subscribers affected or the date and time on which it was re-established, as applicable.

19.4 In the event that complete interruption of services at transit and international level continues for a period longer than sixty (60) minutes, the Licensee shall report the interruption to the Regulatory Agency immediately and establish the cause within twenty four (24) hours of such occurrence.

19.5 The Licensee undertakes to take all measures necessary to guarantee the proper operation and protection of the Licensed Network and to remedy promptly with the appropriate human and technical resources any interruption of part or all of the Licensed Services.

20. QUALITY OF THE LICENSED SERVICES

20.1 *The Licensee undertakes to use all commercially reasonable endeavors to comply with international standards of quality, in particular those set by the ITU and regional organizations to which Rwanda is member state. Furthermore, the Licensee undertakes to comply with the quality of services requirements set forth in Appendix F.*

20.2 *The Licensee undertakes to install an effective quality-monitoring system for the Licensed Services based on internationally recognized standards and to allow the Regulatory Agency access to inspect data related to the quality of the Licensed Services.*

20.3 *The Licensee shall provide the Regulatory Agency with the results of measurements of quality of service on quarterly basis and as and when requested by the Regulatory Agency.*

20.4 *The Licensee shall maintain Quality of Service information records in a form provided in Appendix E.*

20.5 *The performance standards as set out in Appendix E shall be subject to review from time to time, in the event that the Regulatory Agency is of the opinion that technological developments have made greater performance standards applicable to the Licensed System.*

20.6 The Licensee shall notify the Regulatory Agency of the occurrence of any fact or event likely to materially affect the Licensee's ability to comply with any term of the license including any change to the network which may detrimentally affect the performance, availability or quality of the network or the services; and any insolvency-related event in respect of the Licensee or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

21. MASTER SUBSCRIBER CONTRACT

21.1 Contract to govern relations

Except to the extent that the Regulatory Agency exempts the Licensee from the requirements of this Article 21, the relationship between the Licensee and each Subscriber shall be governed by the terms of a master Subscriber contract containing the standard terms and conditions for the provision of the Licensed Services and approved by the Regulatory Agency in accordance with Article 21.3 below.

Accordingly, the Licensee shall not offer the Licensed Services other than pursuant to such master Subscriber contract, without the prior, written authorization of the Regulatory Agency.

The Licensee shall make available for consultation free of charge a copy of the approved master Subscriber contract at every point of sale, as well as on its Internet website. The Licensee shall also provide a copy of the approved master Subscriber contract, free of charge, to any interested party upon request and to any new Subscriber prior to provision of any Licensed Service to, and receipt of any payment of deposit from, such Subscriber.

21.2 Content of master Subscriber contract

The master Subscriber contract shall be available in the English, French, Kinyarwanda languages.

The standard terms and conditions referred to in Article 21.1 above shall include, at a minimum, provisions approved by the Regulatory Agency in respect of the following matters :

- types of maintenance services offered;
- procedures for fault repair;
- a provision stating the period within which faults shall be repaired;
- information on service quality levels offered;
- 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 Subscriber within a three (3) months period ;
- confidentiality of Subscriber information ;
- the compensation and/or refund arrangements for Subscribers which apply if the contracted service is not met and a summary of the method of initiating procedures for the settlement of disputes;

- payment terms, including any applicable interest or administration charges;
- minimum contract period;
- Subscriber and Licensee rights of termination;
- method of settlement of Subscriber complaints or other disputes, including provision for appeal to the Regulatory Board and the Rwandan courts in the event that a dispute cannot be resolved by the parties.

Furthermore, the Licensee shall comply with any rulings issued by the Regulatory Agency regarding general terms and conditions for the provision of Telecommunications Services.

21.3 **Procedure for approval**

The Licensee shall submit to the Regulatory Agency for its approval a draft master Subscriber contract at least five (5) weeks prior to bringing into operation its first Licensed Services.

The Regulatory Agency shall review the draft master Subscriber contract and shall, within three (3) weeks of the date of receipt thereof, notify the Licensee of its decision. Failure to communicate a decision within this period shall be deemed to constitute approval of the master Subscriber contract.

Where the Regulatory Agency notifies the Licensee that it does not approve the master Subscriber contract, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the draft to the satisfaction of the Regulatory Agency. The Licensee shall then submit an amended draft for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of the preceding paragraph shall apply again.

In no event shall the Licensee bring into operation any new Licensed Services without having first received the approval of its master Subscriber contract by the Regulatory Agency.

21.4 **Procedure for modification**

The Licensee may from time to time propose modifications to the terms of the master Subscriber contract by writing to the Regulatory Agency and enclosing a revised version of the contract, with modifications clearly marked and explained.

Where the Regulatory Agency does not object to the proposed modifications within three (3) weeks of receipt of the proposal, the Licensee shall be entitled to introduce the modification, subject to giving five (5) days' written notice to the Regulatory Board and all Subscribers. Where the Regulatory Agency notifies the Licensee that it does not approve the proposed modifications, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the proposed modifications to the satisfaction of the Regulatory Agency. The Licensee may then submit amended proposed modifications for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of this paragraph shall apply again.

Any modification to the master Subscriber contract shall come into force as regards each individual Subscriber fifteen (15) days after delivery of a written copy of such modification to the Subscriber, unless that Subscriber objects to such modification in writing to the Regulatory Agency or the Licensee within said fifteen (15) days period.

21.5 **Former Subscribers' contracts**

Subscribers' contracts concluded by the Licensee prior to the Effective Date of the License shall be amended in accordance with the terms and conditions of the master Subscriber contract defined in Article 21 above within six (6) months following the Regulatory Agency's approval on the master Subscriber contract.

22. **ROAMING USERS**

22.1 Notwithstanding the respect of the roll out obligations subscribed pursuant to attachment D hereafter, the Licensee may enter into national roaming agreements with other licensed operators in Rwanda.

22.2 Such agreements are subject to prior authorisation from the Regulatory Board. The Regulatory Board shall communicate its decision not later than two (2) months from the date of receipt of the request.

22.3 The Licensee may enter into roaming agreements with foreign operators. Such agreements provided for the pricing and technical conditions upon which Users of foreign cellular networks may access to the Licensed Network.

23. UNIVERSAL ACCESS

23.1 *In this license, Universal Access shall have the meaning ascribed to it under article 3 the Presidential Order n° 05/01 of 15 March 2004 determining the functioning of the Universal Access Fund and public operator's contributions;*

The Licensee shall install, operate and maintain the Licensed Network in accordance with the provisions of article 20 of this license so as to ensure efficient and continuous Universal Access.

23.2 *The Licensee shall not be required to provide Universal Access to the extent that :*

- the Regulatory Board is satisfied that a reasonable demand is being met or is to be met by other means ;
- the Regulatory Board determines that it is not reasonable in the circumstances to require the Licensee to provide Universal Access, including where (i) the provision of Universal Access would expose any person engaged in its provision to undue risk to health or safety, or (ii) it is not reasonably practicable.

23.3 *The Licensee's obligations in respect of Universal Access shall automatically be deemed to have been satisfied in any year in which the coverage and roll out obligations referred to in Article 18 and in which Subscribers' requests for the provision of the Licensed Services have been handled in a non discriminatory manner.*

23.4 *The Licensee shall receive, from the Universal Access Fund, appropriate subsidies, to be determined in accordance with the provisions of the Presidential Order on Universal Access for the costs of providing Universal Access to Subscribers, who would otherwise not be served because such provision is not economically viable.*

23.5 *The Licensee shall pay a Universal Access Contribution to the Universal Access Fund in accordance with the Presidential order governing the functioning of the Universal Access Fund.*

24. CONFIDENTIALITY AND SECURITY

24.1 *In accordance with Articles 24 to 27 of the Telecommunications Law, the Licensee shall use all commercially reasonable efforts to ensure that personal information related to Subscribers is protected.*

24.2 *In accordance with Articles 54 to 55 of the Telecommunications Law, the Licensee warrants that any Subscriber's voice or data obtained or received in the performance of the Licensed Services shall be kept confidential.*

24.3 *The Licensee undertakes to create and implement internal written rules and procedures to ensure Telecommunications secrecy, including Subscribers' personal data protection.*

24.4 Upon Subscriber request, the Licensee undertakes to guarantee the restrictions of the identity of calling and connected lines, as referred to in Article 27 of the Telecommunications Law.

25. NATIONAL DEFENCE, PUBLIC SECURITY AND JUDICIAL POWER

The Licensee shall take all necessary measures to comply with any governmental requirements based on national defense and public security constraints or any request of a judicial authority or any other authorized authority according to the relevant laws and regulations.

Measures and tools to facilitate any such request will be provided by the licensee.

26. CRYPTOGRAPHY

26.1 *The Licensee may proceed for its own signals, and/or propose to its subscribers a service of cryptography in respect of the laws and regulations of Rwanda.*

26.2 *The Licensee is however bound to file with the Regulatory Agency the processes and the means of encoding and decoding the signals before starting of these systems.*

27. EMERGENCY CALL SERVICES

27.1 *The Licensee shall ensure that emergency call numbers are available at all times, so that any User, within the coverage area, is able to make public emergency calls to emergency organizations at no cost by dialing such numbers using terminal equipment connected to the Licensed Network.*

27.2 *The emergency organizations referred to in Article 27.1 are those in charge of :*

- the protection of human lives;
- security assistance;
- fire-fighting; and/or
- such other emergency services as shall be defined from time to time, by the Regulatory Agency.

27.3 *In order to ensure that emergency services are available at all times, the Licensee shall cooperate with emergency organizations in the efficient and prompt handling of emergency calls.*

27.4 *The Licensee shall comply with any reasonable instructions issued by the Regulatory Agency regarding Public Emergency Call Services.*

CHAPTER 4: MARKETING OF THE LICENSED SERVICES

28. FREEDOM TO SET TARIFFS

28.1 *Pursuant to Articles 29 to 31 of the Telecommunications Law the Licensee is entitled to :*

- set in its own discretion the prices of the Licensed Services;
- determine at its own discretion the global system of prices, which may include discount schemes related to the volume of traffic (such as corporate bodies),, special tariffs for Users making little use of the Licensed Services, and/or special tariffs for defined disadvantaged groups of Users;
- determine at its own discretion its commercial policy.

28.2 *Tariffs must be non-discriminatory and, for so long as the Licensee is designated as a Dominant Organization, must be based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.*

28.3 *If the Licensee is deemed a Dominant Organization, it may have tariff controls imposed, from time to time, by the Regulatory Board pursuant to Article 30 of the Telecommunications Law and, to the extent the Licensee is a private organization which offers general public access to a telephone service at a profit, it will remain subject to price control pursuant to Article 31 of the Telecommunications Law.*

29. INVOICES

29.1 *The Licensee shall promptly obtain and put into operation the appropriate equipment in order to calculate the amounts payable for each Licensed Service provided by the Licensee.*

29.2 *All Licensee invoices rendered by the Licensee in respect of the Licensed Services shall be clear, concise, typed in French, English and Kinyarwanda and easy to understand.*

29.3 *All Licensee invoices shall, in accordance with Articles 29 and 30 of the Telecommunications Law, contain precise details of all charges for the current billing period and the due date for payment. All Licensee invoices in respect of any outstanding balance and related interest or administration charges shall also contain precise details of all amounts payable and the due date for payment.*

29.4 *Upon request and at reasonable cost, a Post Paid Subscriber shall be provided by the Licensee with a detailed invoice of the local, long-distance and international calls made.*

29.5 *Licensee invoices rendered in respect of Interconnection services shall be subject to the relevant regulations referred in Article 15.3 above.*

30. TARIFF PUBLICITY

30.1 The Licensee shall publish its tariffs in accordance with Article 29 of the Telecommunications Law. In particular, tariffs shall be set out in clear and sufficient detail and be sufficiently unbundled.

30.2 Tariffs shall not come into effect before the expiry of a period of thirty (30) days from the date of their publication.

31. ACCOUNTING SYSTEM

31.1 *The Licensee shall prepare, for implementation [one (1)] years following the Effective Date, an analytical accounting system separating the Licensed Network and the Licensed Services offered to the Subscribers or to other Operators.*

31.2 *When considered to be a Dominant Organization, the Licensee undertakes to respond promptly to any requirement of the Regulatory Board imposed pursuant to Article 51 of the Telecommunications Law.*

32. TELEPHONE DIRECTORY

32.1 The Licensee shall maintain a complete and accurate database about numbers assigned to subscribers and that information shall be made available to any Directory Information Service Providers on commercial terms and conditions.

33. SUB-CONTRACTORS

33.1 *In the scope of its contractual relations with sub-contractors, the Licensee shall warrant that these sub-contractors undertake to respect :*

- equal access and non-discrimination between Subscribers ;
- confidentiality of the stored information relating to Subscribers.

33.2 *In all cases, the Licensee shall remain liable for the provision of the Licensed Services.*

34. NON DISCRIMINATION BETWEEN SUBSCRIBERS

34.1 *The Licensee will establish and guarantee the principle of equal treatment to all Subscribers whose conditions are the same, without discrimination or preference, and undertakes to provide the Licensed Services on a just and reasonable basis.*

34.2 *The Subscribers may connect their Terminal Equipment to the respective termination points of the Licensed Network, provided that such equipment is compatible with the parameters established for such connection in accordance with the regulations of the Regulatory Agency and the instructions given by the Licensee.*

35. COMPETITION PROVISIONS

35.1 Anti-competitive conduct

The Licensee expressly undertakes not to engage in any anti-competitive practices as such term is defined in Article 41 of the Regulatory Agency Law and any such practice engaged in by the Licensee shall be void.

35.2 Prohibition of Linked Sales

The Licensee shall not, in any relevant market, make it a condition of providing any Telecommunications Service that a person must acquire from the Licensee, any service or apparatus other than the one that is specifically requested, unless the Licensee has notified the Regulatory Agency of its intention to do so and satisfied the Regulatory Agency that there are technical reasons why this bundling should occur.

35.3 Prohibition of unfair subsidization and cross-subsidization

It is hereby prohibited for the Licensee to unfairly cross subsidize or unfairly subsidize the establishment, operation or maintenance of any licensed network or services. The Licensee shall have a full cost accounting records of all material transfer of assets, funds, rights or liabilities between a part and any other part of its business, and between it and any Associated Company, and shall comply with any directions issued by the Regulatory Agency for the purpose of the prevention of cross-subsidization.

Where the Regulatory Agency, after consulting the Licensee and such other interested parties as considered appropriate, determines that the Licensee or an Affiliate thereof is unfairly cross-subsidizing or unfairly subsidizing any category of services in the relevant market, the Regulatory Agency may issue a direction to that effect and require the Licensee to cease doing so.

35.4 Abuse of dominant position

The Licensee expressly undertakes, during periods when it is designated as a Dominant Organization, not to abuse its dominant position, as such term is defined in the Regulatory Agency Law and any such conduct engaged in by the Licensee shall be void.

36. INSURANCE

The Licensee shall at the date of signature of the License insure with a reputable insurance company against all loss or damage to the equipment and infrastructure of the Licensed Network and against all risks related to its activity.

The Licensee shall maintain an adequate and enforceable insurance policy in respect of the Licensed Network and its activities for the entire duration of the License.

CHAPTER 5 : CONTRIBUTION AND FEES

37. LICENCE FEE

The initial license fee will be included in the purchase cost for Rwandatel.

38. UNIVERSAL ACCESS CONTRIBUTION

38.1 *Pursuant to Article 28 of the Telecommunications Law and the relevant regulations, the Licensee shall pay to the Regulatory Agency an annual contribution to the Universal Access Fund within one month after the end of the financial year on the basis of the Turnover generated during the previous year.*

38.2 *The annual contribution to the Universal Access Fund, referenced in Article 38.1 to be determined by the Regulatory Board shall not exceed 2.5 % of its annual Turnover.*

39. CONTRIBUTION FOR THE FUNCTIONING OF THE REGULATORY AGENCY

39.1 *Pursuant to the Regulatory Agency Law, the Licensee shall participate in the financing of the Regulatory Agency.*

39.2 *The Licensee's annual contribution under Article 39.1 above, is set at an amount equivalent to one percent (1%) of the Turnover generated during the preceding year.*

40. FREQUENCY AND NUMBERING FEES

The licensee shall pay the initial and annual fee for radio frequency in accordance with the Ministerial Order n° 03/RURA/05 of 14/7/2005 determining fees for radio communication licenses.

The licensee shall pay the initial and annual fee for the block of number as determined by the Regulatory Board.

41. OTHER FEES, TAXES, CONTRIBUTIONS AND CHARGES

The Licensee shall pay any other fees, taxes, contributions and charges that may be or from time to time become payable in accordance with the applicable laws and regulations of Rwanda.

CHAPTER 6 : LIABILITY - MONITORING - PENALTIES

42. GENERAL LIABILITY

(a) *The Licensee shall be liable for any malfunction in, or directly resulting from, the ration of the Licensed Network, for any breach of the obligations of the License and for any infringement of applicable laws and regulations*

42.2 The Licensor shall bear no liability for the direct or indirect consequences to the Licensee of any decision the Licensor may take pursuant to, or in respect of, the License, including without limitation, any decision to impose a penalty or to modify the terms of the License.

43. INFORMATION AND MONITORING

43.1 *Upon written request and pursuant to the conditions determined by the Regulatory Agency, the Licensee shall give to the Regulatory Agency, any financial, technical and business information and documents necessary for the fulfillment of the obligations determined by laws and regulations as well as by the License.*

43.2 *The Licensee shall promptly communicate to the Regulatory Agency all information and documents required under applicable legislative and regulatory provisions as well as under the License, including for example:*

- any alteration to the composition of the share capital and the voting rights of the Licensee;
- descriptions of the Licensed Services ;
- prices and general conditions related to the Licensed Services ;
- traffic data and turnover ;
- information about resources, including frequencies and numbers ;
- analytical accounting information.

43.3 *No later than six (6) months after the end of each fiscal year, the Licensee shall provide the Regulatory Agency with seven (7) copies of an annual report that shall include annual certified financial statements.*

This annual report shall include detailed information concerning:

- development of the Licensed Network and the Licensed Services the year preceding the annual report ;
- any material instance in which, so far as the Licensee is aware, the Licensee's obligations under any provisions of this License have not been met, together with an explanation for such failure as well as the time of its corrections. If such failure is independent of the Licensee's control, the Licensee shall provide evidence proving this to be the case ;
- presentation of a forecast plan for the development of the Licensed Network and the Licensed Services ;
- analytical accounting information;
- any other information deemed relevant by the Licensee or requested in writing by the Regulatory Agency.

43.4 In the event that information provided by the Licensee to the Regulatory Agency is commercially confidential, the information shall be retained by Regulatory the Agency and not divulged to any third party. It is for the Licensee to state which of the submitted information that are commercially confidential and that the Agency shall have the power to disregard the confidentiality of certain information provided this is communicated to the Licensee before any disclosure.

44. INSPECTION

44.1 The Regulatory Agency may require an examination, investigation or audit of any aspect of the Licensee's business relating to the licensed network and services or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the Regulatory Agency in relation to any such examination, investigation or audit. The Regulatory Agency may issue directions with regard to the manner in which such examination; investigation or audit is carried out.

44.2 In particular, the Regulatory Agency may authorize a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the licensed network and services to ensure compliance with the Conditions.

44.3 The Licensee shall allow the Regulatory Agency's authorized representative to attend at, enter and inspect any premises under the Licensee's or any of its Associated Companies' control, and to take copies of any Documents and to acquire any information in the control of the Licensee or any of its Associated Companies, as may be required in order to carry out the examination, investigation or audit.

44.4 The licensee shall provide and maintain, at no less than the reasonable technical standards set by either the Agency or in use by the ITU, facilities to enable the Agency to inspect, test, read or measure, as the case may be, any telecommunications installations, equipment (including, but not limited to testing instruments) or premises used or to be used for the provision of the service, and may at its option, and shall on the written request of the Agency, and subject to the provision by the Agency's reasonable prior written notice, provide a representative to be present at any such inspection, testing, reading or measurement.

44.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Section.

45. SAFETY AND ENVIRONMENT OBLIGATIONS

45.1 Safety of personnel

The Licensee shall take all necessary measures to ensure the safety of its employees and other persons the employment of whom relates wholly or partly to the Licensed Services, of its customers and of the public. In this respect, the Licensee shall comply with any applicable laws and regulations of the Republic of Rwanda for the protection of employees.

45.2 Environment Obligations

The Licensee shall ensure that the installation, operation and maintenance of the Licensed Network and all network-specific equipment are performed in accordance with applicable international and domestic environmental laws, regulations and practices.

46. FINES

The Licensee shall be liable to payment of any fines imposed pursuant notably to Articles 57 to 70 of the Telecommunications Law and the articles 50 and 51 of the law establishing the Regulatory Agency, and shall make such payment promptly and in accordance with any other applicable laws and regulations.

47. LICENSE SUSPENSION, WITHDRAWAL AND OTHER NON-FINANCIAL PENALTIES

Without prejudice to any other rights they may enjoy under the License or under any legislative, regulatory or other legal text, the Regulatory Board and the Minister shall have the following rights of suspension and withdrawal.

47.1 License Suspension

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend the License in the following situations:

- when the periodic fees for continuation of the License have not been paid;
- where there is continued failure to meet any service criteria specified in an enforcement notice issued to the defaulting Licensee.

47.2 License Withdrawal

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to revoke the License in the following situations :

- where the Licensee has not substantially commenced the implementation of the Licensed Network and/or the Licensed Services one year after the date of the Effective Date ;
- where the Licensee has commenced the implementation of the Licensed Network or the Licensed Services but is not meeting the deadlines in the License for such implementation ;

- where there is an extreme case of continued failure to meet any service criteria specified in an enforcement notice issued to the Licensee for any default in respect of its obligations.

In accordance with Article 13 of the Telecommunications Law, the Regulatory Board shall be obliged to revoke the License in the circumstances outlined in paragraph 2, Article 7.3 of the License, following the indirect or direct change of ownership of a Licensee.

47.3 License Suspension and/or Withdrawal

In accordance with Articles 14, 51 and 57 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend or revoke the License in the following situations :

- where the Licensee is guilty of fraud or intentional misrepresentation when applying for the license ; or
- where the Licensee is engaged in or is supporting activities amounting to a treasonable offence under the Penal Code ;
- where an enforcement order requiring that the Licensee remedy its failure to comply with any condition set forth in its license is issued and the licensee does not comply with said enforcement notice, and the compliance order is confirmed by the Board after hearing the representations of the licensee.
- where the Licensee, being a Dominant Organization, fails to comply with any obligations imposed pursuant to Article 51 of the Telecommunications Law concerning accounting standards.

The Regulatory Board shall be entitled to suspend or revoke the License where the Licensee fails to meet its Universal Access obligations under the License.

47.4 Reduction of License Scope or Duration

The Regulatory Board shall be entitled to reduce the scope of the License or reduce the duration of the License where the Licensee demonstrate a continued failure to meet any service criteria specified in an enforcement notice issued pursuant to Article 22 of the Telecommunications Law.

47.5 Suspension of Licensed Services

In accordance with Article 52 paragraph 2° of the Telecommunications Act, the Minister may, subject to observing national legislation and international agreements ratified by Rwanda, suspend any of the Licensed Services when necessary to ensure the preservation of the national integrity.

CHAPTER 7 : FINAL PROVISIONS

48. MODIFICATION OF THE LICENSE

48.1 Service Criteria Modification

Pursuant to paragraph 2 of Article 22 of the Telecommunication Law, the Regulatory Board has the power to change quality of service criteria of the License provided that:

- six months' written notice has been given to the Licensee;
- the Licensee has operated under its License for at least eighteen (18) months before notice is given.

Quality of service criteria shall be the same for similar type of Licenses. No modification shall be to the disadvantage of the Licensee compared with other Operators operating under the same or similar type of licenses.

48.2 Nature of Modifications

In accordance with Article 9 of the Telecommunication Law, the Regulatory Board has the power to make alterations and additions to the license. Any such modifications and additions to the License shall reflect in an objective and non-discriminatory manner:

- the provisions of any new telecommunications law relevant to the License;
- any regulatory changes which are intended to ensure opportunities and effective competition in the telecommunications markets in both rural and urban areas;
- changes necessary to respond to market circumstances;

- changes caused by technological developments.

48.3 **Modification of Fees Payable**

In accordance with article 11 of the Telecommunications Law, the Regulatory Board may from time to time amend the fees applicable to different types of licenses. The revised charges shall be applied to all licenses of the same type.

48.4 **Procedure**

The Regulatory Board must publish its intention to modify the License in the Official Gazette and shall notify the Licensee by registered mail.

Modifications shall take effect three months from the date of being notified to the Licensee. The Licensee shall have the right to negotiate modifications of this license.

The License may also be amended upon a request by the Licensee due to justified reasons and in accordance with the relevant laws and the Agency's Rules and Regulations.

A request for amendment of the License due to justified reasons shall be submitted to the Regulatory Agency in writing. The request should contain exact reasons for requesting an amendment and explanation of all anticipated effects of the same. If the requested amendment is related to general business conditions, the adopted amendment shall applied to all licensees.

49. TRANSPARENCY AND RIGHTS OF APPEAL

The Licensee shall enjoy a reasonable opportunity to make representations in respect of any decision made or, where reasonable in the circumstances, to be made by the competent authority, pursuant to the terms of the License, which may materially affect the Licensee, including, without limitation, any decision to impose a financial penalty, any decision to modify the terms of the License, any refusal to renew the License, and any refusal to authorize a transfer of the License.

The competent authority concerned shall take due account of any such representations made by the Licensee.

Upon written request by the Licensee, the competent authority shall promptly provide the Licensee with written reasons for any such decisions.

The Licensee shall have a right of appeal against any such decisions to a court of competent jurisdiction. Appeals shall be filed within a period of three(3) months from the date of the decision.

50. DISPUTES WITH THIRD PARTY OPERATORS

In case of dispute between operators, the parties to the dispute shall first consult with a view to settling the dispute amicably. In the event of failure to reach an amicable settlement either party may request the Regulatory Board to resolve the disputes.

The Regulatory Board shall make its decision within a reasonable period and shall promptly thereafter provide the parties concerned with written reasons for its decision.

51. FORM OF COMMUNICATIONS

All notifications, applications, requests or other communications required or permitted under the License shall be communicated in writing to the address of the party concerned or, where such recipient's address has changed, to the last address notified to the sender by the recipient by registered mail.

52. OTHER CONSENTS

Nothing in this License shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorizations or licenses as may be necessary for the construction and operation of the Licensed Network, the provision of the Licensed Services and, more generally, the exercise of its rights or discharge of its obligations under this License, including, without limitation, any investment registration which may be necessary

pursuant to Law n° 14/98 establishing the Rwanda Investment and Export Promotion Agency as amended to date and/or its implementing regulations.

53. UNLAWFUL USE

The Licensee shall not knowingly use, or permit the use of the Licensed Network or the Licensed Services for any purpose that violates applicable law.

The Licensee shall include a similar provision precluding the use of the Licensed Network and Licensed Services in its contracts with Subscribers and other Operators.

54. FORCE MAJEURE

54.1 The Licensee shall not be considered to have failed to comply with any obligation whatsoever derived from the present License terms and conditions, including the obligations related to the coverage and roll out plan specified in Appendix E and Quality of Services objectives listed in Appendix F of this License terms and conditions, if the Licensee is prevented from performing its obligations due to any case of Force Majeure. The Licensee shall use all commercially reasonable endeavors to ensure the most rapid service restoration.

54.2 If force majeure the Licensee is prevented from performing any of its obligations under the License the Licensee shall notify the Regulatory Agency of the nature of the force majeure and list the obligations it is prevented from performing as soon as reasonably practicable; and

54.3 Those obligations may be suspended by the Regulatory Board, and the Licensee thereafter shall not be liable to perform those obligations, for so long as the force majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this License or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

55. TERMINATION OF LICENCE

The Licence shall be terminated:

- upon the request of the Licensee indicating terms and conditions to be imposed by the license issuing authority on the advice of the Regulatory Board;
- due to *force majeure* when the licensed activity cannot be performed after the cause of *force majeure* has been removed; or
- after the expiration of the Licence validity period, provided that the Licensee does not submit a request for extension of the Licence.
- in case of revocation of the Licence.

56. COSTS

The Licensee shall be responsible for all costs, expenses and other obligations (financial or otherwise) regarding the exercise of its rights and the performance of its obligations under the License. The Licensor shall bear no responsibility for such costs, expenses or obligations.

57. WAIVER

No waiver of any breach of any provision of the License shall be effective or binding unless made in writing. Any such waiver shall be limited to the specific breach concerned.

58. GOVERNING LAW

This License shall be governed by and construed in accordance with the laws and regulations of the Republic of Rwanda.

Signed in Kigali in [●] original copies

This [●] day of [●] 2008

The Licensee

Represented by :

Its :

The Licensor

Represented by :

Its :

APPENDICES

- Appendix A: Licensee Details, including share capital and participations
- Appendix B: Copy of the frequency license
- Appendix C: Copy of the assigned numbers Board Decision
- Appendix D: Minimum requirements for Standard Interconnection Offer
- Appendix E: Coverage and roll out
- Appendix F: Quality of Services

Appendix A: Licensee details, including share capital and participations

The issued share capital of the Company is two billions four hundred twenty millions Rwandan Francs (2,420,000,000 Rwf) divided into fully paid up 242,000 shares of ten thousands (10,000) Rwandan Francs each as follows:

Name of Share Holder	Number of Shares Held	% of Capital
LAP Green	191,664	79%
Caisse Sociale du Rwanda	48,400	20%
Consortium of Lap Holdings. (Sonitel, Sahelcom, UTL, UCOM and Dataport)	1936	1%
TOTAL	242,000	100%

APPENDIX B: COPY OF THE FREQUENCY LICENSE

REPUBLIC OF RWANDA



RWANDA UTILITIES REGULATORY AGENCY

P.O. BOX 7289 KIGALI

PHONE : +250 58 45 62

FAX: +250 58 45 63

Email : arms@rwanda1.com

KIGALI

LICENSE GRANTED BY

THE RWANDA UTILITIES REGULATORY AGENCY

TO

RWANDATEL S.A

FOR

**USAGE OF RADIO FREQUENCY SPECTRUM RESOURCE AND OPERATION OF RADIO
COMMUNICATION SERVICES**

IN THE REPUBLIC OF RWANDA

LICENCE N° 003 /RURA/2008

LICENSE GRANTED TO RWANDATEL S.A FOR THE USAGE OF RADIO FREQUENCY SPECTRUM RESOURCE AND OPERATION OF RADIO COMMUNICATION SERVICES IN THE REPUBLIC OF RWANDA.

1. DEFINITIONS

In this license unless stated otherwise or the context otherwise requires:-

1.1 “**Emergency**” means any unexpected and sudden event that must be dealt with urgently by RURA’s usage of certain special powers by taking extraordinary actions in order to cope with matters including; threat to national security, threat to public peace, when public good is negated, interference to government network, blockage of an already existing and allocated frequency band and national crisis that can only be handled by the use of a particular allocated frequency.

1.2 “**License**” means authority to use radio frequency spectrum

1.3 “**Licensee**” means RWANDATEL S.A

1.4 “**Regulatory Agency**” means the Agency for the regulation of certain public utilities established by law n° 39/2001 of 13 September 2001.

1.5 “**The Regulatory Board**” means the overall national regulating organ of the Regulatory Agency.

2. SCOPE OF THE LICENSE

The licensee is authorized to use the radio frequency spectrum with the following technical specifications

2.1 LAND MOBILE SERVICES

2.1.1 GSM assigned frequencies- GSM 900

CHANNEL No	CHANNEL SPACING	BANDWIDTH	FREQUENCIES	
			UPLINK (MHz)	DOWNLINK (MHz)
91 -120	200 KHz	6 MHz	908 -914	953 - 959

GSM 1800

CHANNEL No	CHANNEL SPACING	BANDWIDTH	FREQUENCIES	
			UPLINK (MHz)	DOWNLINK (MHz)
811 -860	200 KHz	10 MHz	1770-1780	1865-1875

2.1.2 UMTS assigned frequencies

CHANNEL No	CHANNEL SPACING(MHz)	CENTER FREQUENCY	
		Uplink(MHz)	Downlink(MHz)
9	5MHz	1962.4	2152.4
10	5MHz	1967.4	2157.4

2.1.3 CDMA assigned frequencies

CHANNEL No	CHANNEL SPACING	BANDWIDTH	FREQUENCIES	
			UPLINK (MHz)	DOWNLINK (MHz)
1 - 8	1250 KHz	10 MHz	825 – 835	870 – 880

2.1.4 IMT services**2.1.4.1 WIMAX assigned frequencies**

CHANNEL No	CHANNEL SPACING	BANDWIDTH	FREQUENCIES (MHz)
36	5MHZ	30 MHz	2661
37			2666
38			2671
39			2676
40			2681
41			2686

2.2 FIXED SERVICES**2.2.1 Microwave Links assigned frequencies**

Band of frequency	Assignments (MHz)		
1.5 GHz	1432.5	1481.5	
	1434.5	1483.5	
	1438.5	1487.5	
	1440.5	1489.5	
	1444.5	1493.5	
	1446.5	1495.5	
	1448.5	1497.5	
	1450.5	1499.5	
	1452.5	1501.5	
	1454.5	1503.5	
	1456.5	1505.5	
	1458.5	1507.5	
	1460.5	1509.5	
	1462.5	1511.5	
	1464.5	1513.5	
	1466.5	1515.5	
	1468.5	1517.5	
	1470.5	1519.5	
2 GHz	1713.5	1832.5	
	2108.5	2227.5	
	2234.5	2021.5	
	1905.5	2024.5	
	2108.5	2157.5	
	1939.5	2152.5	
	1933.5	2052.5	
	2164.5	2213.5	
3.5 GHz	3452.5	3552.5	
	3457.5	3557.5	
	3462.5	3562.5	
	3467.5	3567.5	
	3472.5	3572.5	

	3477.5	3577.5	
	3482.5	3582.5	
	3487.5	3587.5	
	3492.5	3592.5	
	3497.5	3597.5	
6 GHz	6870.0	6530.0	
	6950.0	6610.0	
7 GHz	T/T=28MHz, T/R= 196MHz		
	7149.0	7345.0	
	7177.0	7373.0	
	7317.0	7121.0	
	7401.0	7205.0	
	7233.0	7429.0	
8 GHz	T/T=7MHz, T/R=126MHz		
	8342	8468	
	8349	8475	
	8356	8482	
	8363	8489	
10 GHz	T/T=40MHz, T/R=530MHz		
	11245	10715	
	11325	10795	
	11405	10875	
13 GHz	T/T=28MHz, T/R= 266MHz		
	12877	13143	
	12905	13171	
21-24 GHz	21224 – 22366.75MHz 22456 – 23598.75MHz		

N.B: The Licensee shall vacate the following bands by the end of December 2009:

1.5 GHz, 2 GHz, 3.5 GHz, 6GHz and 21-24 GHz.

2.2 Within two weeks of the completion of the roll out schedule, the Licensee shall provide the following technical specifications:

Type/make of Equipment
Area of operations
Assigned Bandwidth
Assigned Frequencies/channels
Type/make of antennae
Antennae height
Transmitter Output power
Effective Radiated power

3. DURATION AND RENEWAL OF THE LICENSE

The license shall be valid for a period of 15 years.

If the telecommunication license is renewed, the radio communications license shall be renewed for further periods on the same or different condition.

The license terminates upon expiry of the license period and if annual fees are not paid.

4. LICENSE FEES

4.4 The license fees in respect of this license and its renewal shall be determined by the Ministerial Order N° 03/RURA/2005 of 14 July 2005 determining fees for radio communication licenses.

4.5 The Licensee shall pay an initial fee and annual fee for radio frequency usage.

4.6 Failure to pay any fees within the specified time may result in the withdrawal of the radio communications license and reallocation of the relevant frequency.

5. COMPLIANCE WITH THE LAW

The licensee shall comply with the Telecommunications law and other relevant laws and regulations of the Republic of Rwanda.

6. INDEMNITY

The licensee shall indemnify the Regulatory Agency against claims or proceedings arising from any breach on the part of the licensee.

7. SAFETY MEASURES

The licensee shall in respect of service operated, maintained or offered under this license take all proper and adequate safety measures to safeguard life or property including exposure to any electromagnetic emission or radiations emanating from equipment or installations from such operations.

8. EFFICIENT USE

The licensee shall use the assigned frequency in an efficient manner. In the event that a radio frequency is not operated one (1) year after the Effective Date, the Regulatory Board shall be entitled to withdraw the right of use of the frequencies granted to the Licensee.

9. AVOIDANCE OF HARMFUL INTERFERENCE

The licensee shall take all reasonable steps to ensure that the use of the assigned radio frequency does not cause harmful interference with facilities of other network service providers.

10. INSPECTION

The Regulatory Board shall have the right to access any radio communication premises as provided in article 48 of the law n 39/2001 of 13 September 2001 establishing the Regulatory Agency.

11. MODIFICATION

The Licensee shall if so directed by the Regulatory Board and or the minister in writing during emergency;

11.1 Modify, in such manner as may be specified in the direction, the operating characteristics of any radio transmitting station used for the purposes of the licensed services or

11.2 Cease operating any radio channel or radio transmitting station used for the purposes of the licensed services.

ISSUED AT KIGALI, REPUBLIC OF RWANDA

AS UNDER THE ARTICLE 33 OF THE LAW N 44/2001 DATED 30TH NOVEMBER 2001 GOVERNING TELECOMMUNICATIONS

ON THIS 17TH DAY OF MARCH 2008

MARIE CLAIRE MUKASINE
(sé)
CHAIRPERSON
RWANDA UTILITIES REGULATORY AGENCY

APPENDIX C: COPY OF ASSIGNED NUMBERS BOARD DECISION

REPUBLIC OF RWANDA



RWANDA UTILITIES REGULATORY AGENCY
P.O BOX 7289 KIGALI, Tel: +250 584562, Fax : +250 584563
Email: arms@rwanda1.com
Website: www.rura.gov.rw

**DECISION N° 03/ICT-RURA/2008 OF 17/03/2008
ALLOCATING THE BLOCK OF TELEPHONE NUMBERS TO THE
COMPANY RWANDATEL S.A FOR ITS CELLULAR MOBILE
LECENSE**

The Regulatory Board, meeting in its session of 17/03/March 2008;

Given the Law n° 39/2001 of 13 September 2001 establishing the Rwanda Utilities Regulatory Agency of certain Public Utilities;

Given the law n° 44/2001 of 30/11/2001 governing telecommunications;

Given the Presidential Order n° 04/01 of 15/03/2004 determining specific duties of the Regulatory Board in telecommunications matters;

After consideration and deliberation in its session of 17th March 2008;

Hereby decides:

Article One: Purpose

Pursuant to article 8 pf 5 of the Presidential Order n° 04/01 of 15/03/2004 determining specific duties of the Regulatory Board in telecommunications matters, the present decision is aimed at allocating a block of number to the company Rwandatel S.A for its Cellular mobile license.

Article 2: Scope

The Rwandatel S.A is hereby authorized to use a range of telephone numbers starting with 05 XX XX XX currently utilized by Rwandatel S.A for its Cellular mobile telephony services.

The allocation by Rwandatel of telephone numbers to its customers shall be entirely left to its discretion and under its control.

Article 3: Provisional provisions

The block of telephone numbers described in article 2 above is allocated temporally, and it shall be changed with the implementation of new numbering plan.

Article 4: Repealing provision

All previous provisions contrary to this decision are hereby repealed.

Article 5: Coming into force

This decision shall come into force on the date of its signature.

Kigali, on 17th March 2008

MUKASINE Marie Claire
(sé)

Chairperson

APPENDIX D: MINIMUM REQUIREMENTS FOR STANDARD INTERCONNECTION OFFER

Key principles under which the License will provide interconnection services are:

- Terms of interconnection will not discriminate unduly between Public Telecommunications Network Operators or between the Licensee's own operations and those of other Public Telecommunications Network Operators
- Interconnection charges will be based on the costs of the provision of interconnect services
- Interconnection will be permitted at any technically feasible point in the network
- Interconnect procedures and arrangements will be transparent

The Licensee shall publish on an annual basis a Standard or Reference Interconnection Offer (RIO). The RIO will provide details of the terms and conditions under which other Public Telecommunications Network Operators can access interconnection services from the Licensee. This RIO will contain as a minimum the following details:

<i>Content</i>	<i>Details</i>
Definition of key terms	Definition of key commercial and technical terms used in RIO
Scope of interconnection	Description of the interconnect services covered by the RIO
Interconnect tariffs	Price list for the interconnect services covered by the RIO
Points of interconnect and related facilities	Description of the points where interconnect is available and technical specifications required for achieving successful interconnection
Network and Facility changes	Notification of planned changes in the network. Details of process for ordering specific facilities including contact details and legal conditions surrounding such orders
Traffic measurement and routing	Description of measurement and reporting procedures and the routing of different types of calls
Infrastructure sharing and co-location	Description of the facilities available including supplementary services such as electricity, air conditioning etc. Also to include ordering procedures and the prices
Billing	Billing procedures, and payment terms and conditions. Process for dealing with billing disputes
Quality of service	Service performance standards including time to provision interconnect services, call blockage in the busy hour, etc.
Format of data interchange	Type of information to be exchanged; format and method of exchange

Exhibit 1: Minimum Content of Reference Interconnection Offer (RIO)

Within one year following the Effective Date of the License, the Licensee shall present to the Regulatory Board a draft Reference Interconnect Offer.

The Regulatory Board shall provide the Licensee with comments on the draft Reference Interconnect Offer within one month after receiving it.

After expiry of one month, the Regulatory Board has not communicated its comments, it shall be deemed to have agreed to the RIO.

APPENDIX E: COVERAGE AND ROLL OUT**COVERAGE (URBAN AREAS AND INTERCONNECTING HIGHWAYS)**

The licensee shall install, operate and maintain the Licensed Network and provide the Licensed Services in all the localities indicated below and in accordance with the CAPEX Plan presented in the Technical Offer.

NETWORK ROLL OUT

Period	Geographic Areas & Population Percentage Coverage	Coverage						Major Roadways		Equipment/ Technologie	Capacity				
		2008	2009	2010	2011	2012					2008	2009	2010	2011	2012
2008-2012	Gasabo, Nyarugenge, Kicukiro, Muhanga, Huye, Nyamagabe,Rusizi, Ruhango, Nyanza, Karongi, Rwamagana, Ngoma, Ngororero, Rubavu, Musanze, Gicumbi,	60%	70%	75%	78%	80%		Kigali-Muhanga-Ruhango-Nyanza-Huye-Nyamagabe. Kigali-Rwamagana-Kayonza-Gatsibo-Nyagatare-Kagitumba. Kigali-Musanze-Rubavu Kigali-Gicumbi-Gatuna. Rwamagana- Rusumo. Muhanga-Karongi.		GSM /UMTS	600,000	1, 000,000	1, 500,000	2, 000,000	2, 5000,000
	Rutsiro, Kirehe, Gakenke, Rulindo, Nyaruguru, Gisagara, Gatsibo, Kamonyi, Burera, Nyamasheke, Bugesera, Nyagatare, Nyabihu, Kayonza	40%	50%	60%	75%	80%									
2012-2023															

Before the end of each five years period, the Licensee shall provide a detailed network rollout and coverage plan for the subsequent five years.

TARGET SUBSCRIBERS

Year	End of 2008	End of 2009	End of 2010	End of 2011	End of 2012
Number of Voice Subscribers	150,000	600,000	1, 000,000	1, 500,000	2, 000,000
Number of Data Subscribers	2,200	4,500	6,000	8,000	10,000

APPENDIX F: QUALITY OF SERVICES**Quality of Service requirements****1. PHASES**

The QoS parameters shall to be achieved in three phases from the effective date: (i) in the short term before the end of 12 months, (ii) in the intermediate term before the end of 24 months; and (iii) in the long term of 36 months.

2. PUBLICATION

The Regulatory Agency may publish on its website, in a manner that enables remote access to the public, the results of QoS compliance in full or in summary form, including in a comparison with other service providers and international standards.

Parameters		Quality level within 12 months	Quality level within 24 months	Quality level within 36 months	Reporting period
Network Service performance					
1.	Call Setup success rate(CSSR)	>90%	>93%	<ul style="list-style-type: none"> 95% or higher of total number calls shall be correct, in the busy hour. 	Quarterly
2.	Call Drop Rate (CDR)	<5%	<4%	<ul style="list-style-type: none"> Less than 3 % in a congested Network per Month 	Quarterly

		<4%	<2.5%	<ul style="list-style-type: none"> Less than 2 % Without Congestion per Month 	
3.	Blocked Call Rate (BCR)	<5% <4%	<3% <2%	<ul style="list-style-type: none"> TCH Congestion < 2 % SDCCH Congestion < 1 % 	Quarterly
4.	Voice quality	>75%	>80%	<ul style="list-style-type: none"> Percentage of connections with good voice quality should be greater than 90% 	Quarterly
5.	PoI Congestion	<3%	<3%	<ul style="list-style-type: none"> Less than 2% 	Quarterly
6.	Handover success rate	>85%	>90%	<ul style="list-style-type: none"> 95% or higher of all type of handover shall be successful 	Quarterly
7.	SMS Success Rate (SSR)	>90%	>93%	<ul style="list-style-type: none"> 95% or high 	Quarterly
8.	SMS End to End Duration	48 Hours	48 Hours	<ul style="list-style-type: none"> Upper limit: 48 Hours 	Quarterly
9.	Network Availability	>97% >90%	>98% >93%	<ul style="list-style-type: none"> Greater than 98% for mobile switching centers (MSCs) and base station controller BSC and Greater than 95% for base transceiver station (BTS) 	Quarterly
Internet Services					
1.	Service activation/provision time	>80% >85%	>90% >95%	<ul style="list-style-type: none"> 95% within 5 working days or date specified by and agreed with the customers 99% within 3 days after time specified 	Quarterly
2.	Connection speed achieved	>90%	>93%	<ul style="list-style-type: none"> 95% or greater the speed of connection (up-downstream) from ISP's server(s) to the customer shall be achieved full time and 80% for non dedicated line. 	Quarterly
3.	Internet data transmission <ul style="list-style-type: none"> Latency Packet loss 	<300msec <10%	<250msec <5%	<ul style="list-style-type: none"> Not to exceed 200 msec locally Not to exceed 3% of packet loss 	Quarterly
4.	Percentage up time/ Network availability	>95%	>98%	<ul style="list-style-type: none"> greater than 99.0% of the time, the network shall be available to the subscriber 	Quarterly

N.B. Network performance parameters like call Setup success rate (CSSR), Call Drop Rate (CDR) and Blocked Call Rate (BCR) shall be measured on sample basis by the Agency from time to time, directly or if it so chooses, through an independent agency. These measurements shall be taken in the Time Consistent Busy Hour (TCBH). ITU recommends analysis of 90 days to establish TCBH.

Customer Care					
1.	Provision of a service after registration of demand	90% within (4) days	95% within (4) days	<ul style="list-style-type: none"> Wired terminals: 100% cases within Four (4) working days where there is network Presence. Unless additional permission is required. 	Quarterly
2.	Customer perception of service	>80%	>90%	<ul style="list-style-type: none"> 95% or higher of all provided service. 	Quarterly
3.	Services Complaint rate	<10%	<5%	<ul style="list-style-type: none"> <3% of customers in a period of 30 days 	Quarterly
4.	Customer complaint resolution	>85% within 24Hrs >87% within 72Hrs	>90% within 24Hrs >93% within 72Hrs	<ul style="list-style-type: none"> >95% of complaints should be resolved within 24Hrs >98% of complaints should be resolved within 72Hrs 	Quarterly
Billing integrity					
1.	Billing complaints	<5%	<3%	<ul style="list-style-type: none"> Billing complaint should not exceed 2% of 1000 bills issued during the billing period 	Quarterly
2.	Total bills overcharged	<0.6%	<0.5%	<ul style="list-style-type: none"> Less than 0.5% of overcharged bills a month 	Quarterly
3.	Incorrect credit balance	<0.6%	<0.5%	<ul style="list-style-type: none"> Less than 0.5% of incorrect credit balance a month for pre-paid customer 	Quarterly
4.	Recharge Cards	< 0.5% < 0.5%	<0.1% <0.1%	<ul style="list-style-type: none"> Less than 0.05% of Recharge cards loading errors Less than 0.05% of Recharge cards loading incorrect feedback 	Quarterly
5.	Billing complaints resolution	Same as long term >85%	Same as long term >90%	<ul style="list-style-type: none"> Bills should be received on at most on a monthly basis for post paid customers 95% of billing complaints should be resolved within 20 working days of receipt of complaint 	Quarterly

		>90%	>95%	<ul style="list-style-type: none">100% of the billing complaints should be resolved within 30 working days of receipt of the complaint. Upon receipt of a billing complaint, the same should be resolved within a maximum of 5days	
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Terms definitions

Network Service performance

Call Setup Success Rate:

It is a number of successful established calls of all attempted calls that is Number of successful calls attempts divided by the total number of call attempts.

Blocked Call Rate

It is the number of unsuccessfully established calls due to reasons such as called line busy or no answer. It means the call connection fails because there is no unoccupied channel to serve a call attempt. Hence this parameter represents congestion in the network. The congestion may be at SDCCH (Stand-alone Dedicated Control Channel) level or TCH (traffic control channel) level.

Call Drop Rate:

It is the probability that a call will be interrupted prematurely; it being understood that a call is interrupted where there is any link degradation rendering the call impossible. The Call Drop Rate is the number of dropped calls divided by the total number of call attempts.

Handover Success Rate:

This is the ratio of the number of successfully completed handovers to the total number of initiated handovers. This ratio is expressed as a percentage. Handover means the action of switching the call in progress from one radio channel to another radio channel

Congestion: probability of not accessing a traffic Channel-TCH congestion

Voice Quality

Speech quality is generally expressed as a Mean Opinion Score (MOS). Speech quality measurements provide a measurement basis in order to specify the requirements that network operators have to fulfill.

Percentage up time/ Network availability

This provides a measure of the proportion of time that the network is available to its subscribers. It is defined as the proportion of time during which at least 80% of the installed radio capacity at each base station is operational, meaning that the network can perform its required functions. For mobile the network should be operable including the base stations, base transceiver stations (BTS) and the Mobile Switching centers (MSCs).

PoI Congestion:

Point of Interconnection (PoI) congestion is defined as “the ratio of calls failed over the PoI (between two operators/ licensees) due to unavailability of free circuits to the total call requests for seizure of PoI circuit”.

SMS Success Rate (SSR):

A successful SMS message transmission is an SMS message transmission in which the message is transmitted completely without errors between the Network Termination Points.

SMS End to End Duration. SMS End-to-End Duration is defined as Time from SMS Submit to SMS Delivery or a measurement of end to end delivery time (sender to recipient) of SMS.

Customer service

Complaint rate

Is defined as an expression of dissatisfaction with the service provider or the service provided, received from a user or a member of the public by the service provider.

Customer Complaint resolution

The parameter measures the performance of the service provider in resolving complaints within the period of pledged time, i.e. performance pledge on connection complaint resolution handling time.

Customer perception of service

Customer satisfaction about different aspects of the service being provided, it can be also a statement expressing the level of quality customers 'believe' they have experienced.

Customer Perception shall take into consideration following Services

- % of customers satisfied with the network performance, reliability and availability.
- % of customers satisfied with billing performance.
- % of customers satisfied with the provision of service. Etc

Provision or activation of a service after registration of demand

This parameter is in regard to duration time of provision of initial connection/service after registration of demand or the performance of the service providers in fulfilling orders for the provision of new services.

Internet Services

Service activation/provision time: time taken to provide service from time of request or date of application to time service is activated

Connection speed achieved

Maximum possible data transfer rate, measured in kilobits per second (Kbps) or megabits per second (Mbps), between the ISP server and the subscriber.

Internet data transmission:

A successful internet data transmission is an internet data transmission in which the data is transmitted completely without errors between the Network Termination Points that is the average and variation in latency, jitter and packet loss when communicating with ISP servers.

Percentage up time /Network availability

Measure of degree to which the access network is operable and point in time and/or time that network resources are valuable to the customer and/or the percentage uptime of the link where bandwidth is accessed from the operator by the customer.

Billing integrity: Level of accuracy of bills, timeliness in issuing and delivery of bills, Incorrect credit balance, total bills overcharged, Recharging Cards and number of billing complaints.

Recharge Cards

- a) % of Recharge Cards Loading Errors: This is the ratio of the number of times Recharge Card loading failed to the total number of loading attempts at some instant on the network expressed as a percentage.
- b) % of Recharge Cards loading incorrect feedback: This is the ratio of the number of times an incorrect feedback is received during Calling Card / voucher loading to the total number of loading attempts expressed as a percentage.
- c) % of total bills overcharged: This parameter is the percentage of the number of Post-Paid accounts that are overcharged within a particular month.

<p>Bibonywe kugira ngo byomekwe ku Iteka rya Minisitiri n°02/S&T.ryo kuwa 18/11/2008 riha RWANDATEL S.A uruhushya rwo gukora itumanaho rigendanwa.</p> <p>Kigali,kuwa 18/11/2008</p> <p>Minisitiri muri Perezidansi ya Repubulika ushinzwe Ubumenyi n'Ikoranabuhanga</p> <p>Prof. MURENZI Romain (sé)</p> <p>Bibonywe kandi bishyizweho Ikirango cya Repubulika :</p> <p>Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Seen to be attached to the Ministerial Order n°02/S&T of 18/11/2008 granting a mobile telecommunications license to RWANDATEL S.A.</p> <p>Kigali, on 18/11/2008</p> <p>The Minister in the Office of the President in charge of Science and Technology</p> <p>Prof. MURENZI Romain (sé)</p> <p>Seen and sealed with the Seal of the Republic :</p> <p>The Minister of Justice/Attorney General</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Vu pour être annexé à l'Arrêté Ministériel n°02/S&T du 18/11/2008 portant octroi de licence de télécommunications mobile à RWANDATEL S.A.</p> <p>Kigali, le 18/11/2008</p> <p>Le Ministre à la Présidence de la République chargé de la Science et de la Technologie</p> <p>Prof. MURENZI Romain (sé)</p> <p>Vu et scellé du Sceau de la République :</p> <p>Le Ministre de la Justice/Garde des Sceaux</p> <p>KARUGARAMA Tharcisse (sé)</p>
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<p>ITEKA RYA MINISITIRI N°03/S&T RYO KU WA 18/11/2008 RYONGERERA IGIHE URUHUSHYA RWA MTN RWANDACELL SARL RWO GUKORA ITUMANAHO RIGENDANWA</p> <p><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> icyo iri teka rigamije</p> <p><u>Ingingo ya 2:</u> Iyongerwa ry'igihe ry'uruhushya rw'itumanaho rigendanwa</p> <p><u>Ingingo ya 3:</u> Ihuzwa ry'impushya zombi za MTN Rwandacell SARL</p> <p><u>Ingingo ya 4:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p><u>Ingingo ya 5:</u> Igihe iri teka ritangira gukurikizwa</p>	<p>MINISTERIAL ORDER N°03/S&T OF 18/11/2008 RENEWING MTN RWANDACELL SARL'S MOBILE TELECOMMUNICATIONS LICENSE</p> <p><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Purpose of this Order</p> <p><u>Article 2:</u> Renewal of the Mobile telecommunications License</p> <p><u>Article 3:</u> Harmonisation of MTN Rwandacell SARL's two licenses</p> <p><u>Article 4:</u> Repealing of inconsistent provisions</p> <p><u>Article 5:</u> Commencement</p>	<p>ARRETE MINISTERIEL N°03/S&T DU 18/11/2008 PORTANT RENOUVELLEMENT DE LICENCE DE TELECOMMUNICATIONS MOBILE DE MTN RWANDACELL SARL</p> <p><u>TABLE DES MATIERES</u></p> <p><u>Article premier :</u> Objet du présent arrêté</p> <p><u>Article 2 :</u> Renouvellement de la licence de télécommunication mobile</p> <p><u>Article 3 :</u> Harmonisation des deux licences de MTN Rwandacell SARL</p> <p><u>Article 4 :</u> Disposition abrogatoire</p> <p><u>Article 5 :</u> Entrée en vigueur</p>
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<p>ITEKA RYA MINISITIRI N°03/S&T RYO KUWA 18/11/2008 RYONGERERA IGIHE URUHUSHYA RWA MTN RWANDACELL SARL RWO GUKORA ITUMANAHU RIGENDANWA</p> <p>Minisitiri muri Perezidansi ya Repubulika ushinze Ubumenyi n'Ikoranabuhanga;</p> <p>Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa 04 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo iya 120 n'ya 121 ;</p> <p>Ashingiye ku Itegeko n° 39/2001 ryo ku wa 13 Nzeli 2001 rishyiraho Ikigo cy'Igihugu gishinzwe kugenzura imikorere y'inzego zimwe z'imirimo ifitiye Igihugu akamaro, cyane cyane mu ngingo yaryo ya mbere ;</p> <p>Ashingiye ku Itegeko n° 44/2001 ryo ku wa 30 Ugushyingo 2001 rigenga Itumanaho, cyane cyane mu ngingo zaryo iya 1, iya 5, iya 6 n'ya 7 ;</p> <p>Ashingiye ku Iteka rya Perezida n° 04/01 ryo ku wa 15 Werurwe 2004 rigena inshingano zihariye z'Inama Ngenzuramikorere mu byerekeye itumanaho cyane cyane mu ngingo yaryo ya 4;</p> <p>Bisabwe n'Inama Ngenzuramikorere;</p> <p>Inama y'Abaminisitiri yateranye ku wa 11/06/2008, imaze kubisuzuma no kubyemeza;</p> <p>ATEGETSE:</p> <p><u>Ingingo ya mbere:</u> Icyo iri teka rigamije</p> <p>Iri teka rigamije kongerera igihe uruhushya rwa MTN</p>	<p>MINISTERIAL ORDER N°03/S&T OF 18/11/2008 RENEWING MTN RWANDACELL SARL'S MOBILE TELECOMMUNICATIONS LICENSE</p> <p>The Minister in the Office of the President in charge of Science and Technology;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 04 June , 2003, as amended to date especially in Articles 120 and 121 ;</p> <p>Pursuant to Law n° 39/2001 of September 13, 2001, establishing an Agency for the regulation of certain public utilities, especially in Article One;</p> <p>Pursuant to Law n° 44/2001 of November 30, 2001 governing Telecommunications, especially in Articles 1, 5, 6 and 7;</p> <p>Pursuant to the Presidential Order n° 04/01 of March 15, 2004 determining specific duties of the Regulatory Board in Telecommunications matters, especially in Article 4;</p> <p>On proposal by the Regulatory Board;</p> <p>After consideration and approval by the Cabinet, in its session of 11/06/2008;</p> <p>ORDERS:</p> <p><u>Article One:</u> Purpose of this Order</p> <p>The purpose of this Order is to renew MTN Rwandacell SARL's License for installing telecommunications network</p>	<p>ARRETE MINISTERIEL N° 03/S&T DU 18/11/2008 PORTANT RENOUELEMENT DE LICENCE DE TELECOMMUNICATIONS MOBILE DE MTN RWANDACELL SARL</p> <p>Le Ministre à la Présidence de la République chargé de la Science et de la Technologie ;</p> <p>Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 120 et 121 ;</p> <p>Vu la Loi n° 39/2001 du 13 septembre 2001 portant création de l'Agence Rwandaise de Régulation de certains services d'utilité publique, spécialement en son article premier ;</p> <p>Vu la Loi n° 44/2001 du 30 novembre 2001 portant organisation des Télécommunications, spécialement en ses articles 1, 5, 6 et 7;</p> <p>Vu l'Arrêté Présidentiel n° 04/01 du 15 mars 2004 portant fixation des attributions spécifiques du Conseil de Régulation en matière des télécommunications, spécialement en son article 4 ;</p> <p>Sur proposition du Conseil de Régulation ;</p> <p>Après examen et adoption par le Conseil des Ministres, en sa séance du 11/06/2008 ;</p> <p>ARRETE :</p> <p><u>Article premier :</u> Objet du présent arrêté</p> <p>Le présent arrêté a pour objet le renouvellement de la licence de MTN Rwandacell SARL d'installer les réseaux</p>
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<p>Rwandacell SARL rwo gushyiraho imiyoboro y'itumanaho no gucuruza serivisi y'itumanaho rigendanwa, ndetse no guhuza igihe ruzamara n'icy'uruhushya rwo gushyiraho imiyoboro no gucuruza serivisi z'itumanaho ritagendanwa.</p> <p><u>Ingingo ya 2:</u> Iyongerwa ry'igihe ry'uruhushya rw'itumanaho rigendanwa</p> <p>Uruhushya rw'isosiyete MTN Rwandacell SARL rwo gushyiraho no gukoresha imiyoboro y'itumanaho no gucuruza serivisi z'itumanaho rigendanwa nk'uko imiterere yarwo igaragara ku mugereka rwongerewe igihe.</p> <p><u>Ingingo ya 3:</u> Ihuzwa ry'impushya zombi za MTN Rwandacell SARL</p> <p>Uruhushya rwo gukora itumanaho rigendanwa rwa MTN Rwandacell SARL ruhujwe n'urwo ifite rwo gukora itumanaho ritagendanwa ku byerekeranye n'igihe ruzamara.</p> <p><u>Ingingo ya 4:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije n'aryo zivanyweho.</p> <p><u>Ingingo ya 5:</u> Igihe iri teka ritangira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu rishyirwaho umukono.</p> <p>Kigali, kuwa 18/11/2008</p>	<p>and providing mobile telecommunications services as well as to harmonise its duration with that of the fixed telecommunications license.</p> <p><u>Article 2:</u> Renewal of the Individual Mobile telecommunications License</p> <p>MTN Rwandacell SARL's individual License for installing and exploiting of a mobile telecommunication network and providing telecommunications services whose characteristics are described in the specifications in the annex is hereby renewed.</p> <p><u>Article 3:</u> Harmonisation of MTN Rwandacell SARL's two licenses</p> <p>MTN Rwandacell SARL's license for operating mobile telecommunications is hereby harmonised with that for fixed telecommunications according to its duration.</p> <p><u>Article 4:</u> Repealing of inconsistent provisions</p> <p>All prior provisions contrary to this Order are hereby repealed.</p> <p><u>Article 5:</u> Commencement</p> <p>This Order shall come into force on the date of its signature.</p> <p>Kigali, on 18/11/2008</p>	<p>de télécommunications et de fournir les services de télécommunication mobile et d'harmoniser sa durée avec celle de la licence individuelle de télécommunications fixes.</p> <p><u>Article 2 :</u> Renouvellement de la licence de télécommunication mobile</p> <p>La licence de MTN Rwandacell SARL pour l'installation et l'exploitation d'un réseau de télécommunication mobile et de fournir les services de télécommunications dont les caractéristiques sont décrites dans le cahier des charges en annexe est renouvelée.</p> <p><u>Article 3 :</u> Harmonisation des deux licences de MTN Rwandacell SARL</p> <p>La licence individuelle d'opérer dans la télécommunication mobile de MTN Rwandacell SARL est harmonisée avec sa licence d'exploiter un réseau de télécommunication fixe, pour ce qui est de leur durée.</p> <p><u>Article 4 :</u> Disposition abrogatoire</p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 5 :</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa signature.</p> <p>Kigali, le 18/11/2008</p>
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Minisitiri muri Perezidansi ya Repubulika ushinzwe Ubumenyi n'Ikoranabuhanga Prof. MURENZI Romain (sé) Bibonywe kandi bishyizweho Ikirango cya Repubulika: Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta KARUGARAMA Tharcisse (sé)	The Minister in the Office of the President in charge of Science and Technology Prof. MURENZI Romain (sé) Seen and sealed with the Seal of the Republic: The Minister of Justice/Attorney General KARUGARAMA Tharcisse (sé)	Le Ministre à la Présidence de la République Chargé de la Science et de la Technologie Prof. MURENZI Romain (sé) Vu et scellé du Sceau de la République: Le Ministre de la Justice/Garde des Sceaux KARUGARAMA Tharcisse (sé)
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UMUGEREKA KU ITEKA RYA MINISITIRI N°03/S&T RYO KUWA 18/11/2008 RYONGERERA IGIHE URUHUSHYA RWA MTN RWANDACELL S.A.R.L RWO GUKORA ITUMANAHU RIGENDANWA	ANNEX TO THE MINISTERIAL ORDER N°03/S&T OF 18/11/2008 RENEWING MTN RWANDACELL SARL'S MOBILE TELECOMMUNICATIONS LICENSE	ANNEX A L'ARRETE MINISTERIEL N°03/S&T DU 18/11/2008 PORTANT RENOUVELLEMENT DE LICENCE DE TELECOMMUNICATIONS MOBILE DE MTN RWANDACELL S.A.R.L
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CELLULAR MOBILE LICENSE FOR MTN RWANDACELL S.A.R.L

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RECITALS

Whereas the Licensors as the competent authority, is empowered under Article 5 of the Telecommunications Law to issue "individual" telecommunications licenses;

Whereas the Licensors shall at all times act on an open, objective and non-discriminatory basis as regards the Licensee and other operators.

And whereas the Licensors, acting on the advice of the Regulatory Board, has decided to grant the license requested.

Now, therefore, the Licensors acting in accordance with the provisions of the Telecommunications Law, hereby grants the License to the Licensee, on the terms and conditions specified herein.

CHAPTER ONE: GENERAL PROVISIONS

1. INTERPRETATION

In this License, the following capitalized terms shall have the following meanings:

"Affiliate" means any entity directly or indirectly Controlling, Controlled by, or under common Control with, the Licensee;

"Regulatory Agency Law" means Law n° 39/2001 of 13 September 2001 establishing an Agency for the regulation of certain public utilities;

"Appendix" means any documents attached to the License. Such documents shall be deemed to form an integral part of the License;

"Basic Voice Service" means a telecommunications service whereby real-time two-way speech conversation is made possible, without:

- any additional service being provided in respect of the real-time two-way speech conversation ;
- any deliberate removal or addition to the information content of that real-time two-way speech conversation.

"Busy Hour" means the period of one hour for which the traffic on the network concerned is highest compared with any one other period of one hour over a day;

"Carrier Selection" means a [code](#) that identifies whether the caller dialled the elected or chosen [carrier](#) and whether the caller presubscribed to the elected or chosen carrier;

"Change of Control" shall mean any change that results in any other person or group of persons acquiring Control.

"Concert" means persons who have concluded an agreement with a view to acquiring or assigning voting rights or with a view to exercising voting rights in order to implement a common policy and who, with regard to the company shall be regarded as acting in concert.

"Control" means the ownership of more than fifty per cent (50%) of the share capital and/or voting rights of the entity in question and/or the ability to direct in practice the business of such entity whether by ownership, contract or otherwise. The terms "Controlling" and "Controlled" shall have corresponding meanings;

"Data" means any stream of bits or bytes sent from one location to another using any means of technologies, such as copper wire, optical fiber, laser, radio.

"Dominant Organization" means, except where the law or regulations provide otherwise, any Operator designated as a Dominant Organization, by the Regulatory Board in accordance with Article 49 of the Agency Law;

"Effective Date" means the date of signature by the Licensor pursuant to the relevant law and regulations;

"Force Majeure" means any event or happening which is unforeseeable, irresistible and beyond the control of the Licensee and which causes the Licensee to not be able to comply with the obligations contained in this License terms and conditions in a timely manner. Cases of Force Majeure may include (i) acts of God or of public enemy, (ii) war or war-like operations, (iii) civil war or commotion, (iv) mobilizations or military call-up, and (v) acts of a similar nature: revolution, rebellions, sabotage, and insurrections or riots, blockades, embargoes, strikes, restrictions or limitations of materials or services

necessary to provide the services covered under this License terms and conditions ; fire, floods, epidemics, earthquakes, landslides, or slides of other materials, storms unworkable weather, other adverse climatological conditions.

"Frequencies" means radio frequencies allocated to the Licensee for the operation of the Licensed Services as specified in the License, as the same may be amended or modified from time to time in accordance with the provisions hereafter ;

"GPRS" means General Packet Radio Service, a general service of radiocommunication; based on a packet-switched technology enabling high speed data transmission;

"ITU" means the International Telecommunication Union;

"International Gateway" means telecommunications equipment, hardware and software enabling the transmission of telecommunications signals to and from the Licensed Territory;

"Interconnection" means the reciprocal services (but not necessarily the same services) offered by two Operators providing a Public Telecommunications Service in order to allow Users to communicate freely amongst themselves, regardless of the Telecommunications Networks to which they are connected or the Telecommunications Services they use;

"Interconnection charges" means the amount paid to other public network operators licensed under article 5 of the telecommunication law for the purpose of interconnection services.

"Leased Lines" means the Telecommunications facilities which provide for transparent transmission capacity between Network Termination Points and which do not include on-demand switching (being, switching functions which the User can control as part of the leased line provision) but which may include systems which allow flexible use of the leased line bandwidth including certain routing and management capabilities;

"License" means the present individual license, including its Attachments, under which the Licensee is entitled to install and operate the Licensed Network and provide the Licensed Services within the Licensed Territory;

"Licensed Network" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Services" has the meaning ascribed to it in Article 3 hereafter;

"Licensed Territory" means the Republic of Rwanda, including its territorial waters and airspace, its airports, and any free trade zones;

"Licensee" means the Operator to whom the License is granted, as specified in Attachment A;

"Licensor" means the public entity who grants the License to the Licensee;

"Operator" means a telecommunications network operator licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

"Provider" means a telecommunications service provider licensed under Article 5 of the Telecommunications Law or whose activities are exempt from licensing requirements pursuant to Article 10 of the Telecommunications Law;

"Public Emergency Call Service" means a Telecommunications Service by means of which any member of the public may, at any time, communicate as swiftly as practicable with any emergency organization for the purposes of notifying them of an emergency;

"Public Telecommunications Network" means a Telecommunications Network that is open to the public;

"Public Telecommunications Service" means a Telecommunications Service provided on a Public Telecommunications Network;

"Regulatory Agency" means the public autonomous body regulating the public utilities in Rwanda created by the law n° 39/2001 of 13 September 2001 establishing the Regulatory Agency;

"Regulatory Board" means the board of seven individuals responsible for the regulation of public utilities in the Rwandan Republic and for the management of the Regulatory Agency, as defined in Article 8 of the law n° 39/2001 of 13 September 2001 establishing the Regulatory Agency;

"Roaming User" means a client of foreign operators having entered into roaming agreements with Licensee, using the Licensee's Licensed Network;

"Subscriber" means any individual or organization authorized contractually by the Licensee to initiate and/or receive communications via the Licensed Network in exchange for monetary consideration, and who has been connected for at least [ten (10)] days, as well as any pre-paid card-holder whose card is active. For the avoidance of doubt, Roaming Users and Visiting Users are not Subscribers for the purposes of the License;

"Telecommunications Law" means Law n°44/2001 of 30 November 2001 governing telecommunications;

"Telecommunications Network" means the technical equipment or systems utilized for Telecommunications purposes;

"Telecommunications Service" means a service whose provision consists wholly or partly in the transmission and/or routing of signals on Telecommunications Networks but excluding radio and television broadcasting;

"Terminal Equipment" means any device, installation or group of installations, designed for direct or indirect connection to a Network Termination Point with a view to the transmission, processing or receipt of information;

"Universal Access Fund" means the fund created by Presidential decree pursuant to Article 28 of the Telecommunications Law, in order to facilitate the provision to the general public of public telephony services.

"User" means a Subscriber, a Roaming User, a Visiting User or any natural person or organization using a telecommunications network and/or service;

"Value-Added Services" means all telecommunication services other than Basic Voice Services to the public, Telex Services and Telegraph Services;

"Visiting User" means a client of other mobile operators in Rwanda having entered into national roaming agreements with the Licensee, using the Licensee's Licensed Network;

The definitions of any other capitalized terms used in the License are those set forth in Article 1 of the Telecommunications Law.

2. SCOPE OF THE LICENSE

2.1 Subject to the terms and conditions hereof, the Licensor authorizes the Licensee to:

- (a) provide the Licensed Services within the Licensed Territory ;
- (b) install and operate the Licensed Network as necessary for the purposes of providing the Licensed Services.

2.2 The Licensee has the right and obligation to connect the Licensed Network to all other licensed Public Telecommunication Networks in the Licensed Territory.

2.3 If radio links are to be used for transmission between elements of the Licensed Network, the Licensee must acquire a separate Frequency License for this activity, awarded, upon successful application, by the Regulatory Board.

3 NETWORKS AND SERVICES CONCERNED

In this license, the "**Licensed Services**" shall mean any mobile cellular telecommunications services, be local, long-distance or international, including, for avoidance of doubt,

- Voice
- Data, and
- Added Value Services

In this license, the "**Licensed Network**" shall mean all mobile cellular infrastructure, including switching centers and base stations, installed, operated, maintained, possessed and/or used by the Licensee and necessary for providing the Licensed Services, whether such infrastructure is owned, leased, or otherwise acquired by the Licensee.

For the avoidance of doubt, it is expressly noted that such infrastructure may, at the Licensee's discretion, include an International Gateway.

4 COMPLIANCE OBLIGATIONS

The Licensee shall, at all times during the duration of the License, comply with the provisions of the License and all applicable laws, regulations, or instruments which currently exist or which may from time to time be issued by the competent authorities, including in particular :

- the Regulatory Agency Law ;
- the Telecommunications Law ;
- the Presidential Order n° 05/01 of 15 March 2004 determining the functioning of the Universal Access Fund and public operator's contributions;
- the Presidential Order n° 04/01 of 15 March 2004 determining specific duties of the Regulatory Board in Telecommunications Matters;
- the Ministerial Order n° 4/DC/04 of 7 June 2004 on annual fees payable by public utilities;
- the Ministerial Order n° 5/DC/04 of 7 June 2004 on the general conditions and pricing principles to be respected in interconnection agreements;
- the Ministerial Order n° 6/DC/04 of 07 June 2004 on requests for installation of telecommunications facilities and terminal equipment on public and private property;
- any other decrees implemented pursuant to the Regulatory Agency Law and/or Telecommunications Law.

5 LEGAL STATUS OF THE LICENCE

The License is personal to the Licensee and the Licensee shall not Sub-License, assign or grant any right, interest or entitlement in the License nor transfer the License to any other person.

6 DURATION, RENEWAL AND TRANSFER OF THE LICENSE

6.1 The License is harmonized with the licensee's fixed license and is awarded for a period of thirteen (13) years starting from its Effective Date and, subject to the provisions of Article 6.3, is renewable for successive five (5) year periods. The expiry date of the license shall be the 30th June 2021.

6.2 Upon expiry of the License, all infrastructure, facilities and equipment purchased by the Licensee in order to construct or operate the Licensed Network and to provide the Licensed Services shall remain the property of the Licensee.

6.3 The License may be renewed by the Licensor upon request of the Licensee, provided the Licensee has (i) complied with the requirements of the License terms and conditions and with the applicable laws and regulations, and (ii) at least three (3) months prior to the expiry of the License, given written notice to the Licensor of its wish to have the License renewed.

6.4 If the Licensee does not submit a request for renewal within the period specified in the article 6.3 above, the license shall terminate upon expiry of the thirteen (13) years.

6.5 The procedure for renewal shall be same as that stipulated in article 6 of the Telecommunications Law.

6.6 In this regard, the decision of whether or not to renew the License shall be made on an open, objective and non-discriminatory basis. In the event that the Regulatory Board fails to respond within three (3) months from the date of receipt of a valid application, the Licensee shall be entitled to apply to the competent court for an order that such renewal be done.

6.7 Furthermore, the Licensor may refuse a validly made application for renewal of the License only on the basis of Articles 7 and 8 of the Telecommunications Law, namely:

- limitations on scarce resources necessitating a tendering procedure;
- protection of the national integrity and/or national security;
- limitations on the frequency spectrum;
- the Regulatory Board reasonably believes that competition in the telecommunications sector can be adversely affected; and
- the Licensee has substantially failed to meet its obligations.

6.8 To be effective, a refusal to renew the License must be sent in writing and must refer to the grounds for the decision within six (6) months upon receipt of the application. The Licensee has no right to any indemnity for a refusal to renew the License.

6.9 In addition to its general powers to modify the terms of the License under Article 48 hereof, the Regulatory Board shall be entitled to introduce reasonable modifications to the License upon its renewal, to take account in particular of :

- changes in technology;
- relevant legislation, regulations and or other instruments which may have been promulgated in Rwanda; and
- international conventions, protocols and other agreements which may have been adopted by the Rwandan authorities.

6.10 For the avoidance of doubt, the Licensee shall be entitled to negotiate any renewal of the License where it is dissatisfied with any reasons for such modifications.

6.11 In accordance with Article 5 of the Telecommunications Law, the License is personal to the Licensee and may not be transferred or assigned to a third party without the prior written consent of the Regulatory Board and the payment of any required fee. The Licensee shall

ensure that the beneficiary of any transfer duly authorized by the Regulatory Board complies fully with all provisions of the License.

6.12 The Licensee shall not encumber in any manner the rights, interests or obligations under the License without the prior written consent of the Regulatory Board.

7 ELIGIBILITY AND CHANGE OF OWNERSHIP

7.1 The license shall continue to be, a corporate body constituted under the laws of Rwanda. It warrants that it meets, and shall continue to meet, any other eligibility requirements established under applicable Rwandan laws and regulations.

7.2 The share capital of, and participations held by, the Licensee is as described in Appendix A. The Licensee warrants that it and its shareholders are aware of, and that it and its shareholders are in compliance with, the provisions of Article 53 of the Telecommunications Law, which provisions forbid : (i) any one company which is operating a Telecommunications Network and/or providing Telecommunications Services in Rwanda to hold any shares in any other company operating a Telecommunications Network and/or providing Telecommunications Services in Rwanda; and (ii) any company to hold shares in more than one company which is operating a Telecommunications Network or providing Telecommunications Services in Rwanda.

7.3 In accordance with Article 13 of the Telecommunications Law, the Licensee shall, where it undergoes any direct or indirect change of ownership, notify such change in writing to the Regulatory Board no later than one month after the change. However, the Licensee may request the Regulatory Board for prior approval in respect of any transfer of shares or any change in ownership.

Where in the opinion of the Regulatory Board, the change of ownership of the Licensee would adversely affect the development of Telecommunications in the country, including the development of competition, or the performance of its License obligations, or the security of the country, the Regulatory Board shall revoke the License by notifying to the Licensee a written decision containing reasons.

The Regulatory Board shall communicate the decision of approval or disapproval of the transfer of shares or the change of ownership within one (1) month upon receipt of notification.

8 TECHNICAL QUALIFICATIONS AND THE BUSINESS ADMINISTRATION

8.1 The Licensee shall maintain adequately trained personnel and adequate infrastructure during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.

8.2 The Licensee shall maximize the use of human and material resources during the entire duration of the License in order to ensure compliance with the terms and conditions of the License.

8.3 The licensee shall submit upon request by the Regulatory Agency, a report on Human Resource Development.

8.4 The Licensee shall ensure that:

8.4.1.1.1 the administration and management of the business associated with the establishment, maintenance and operation of the Licensed network and service provision shall be conducted from the Republic of Rwanda; and

8.4.1.1.2 its business is conducted in a manner which the Regulatory Agency is satisfied and is on a normal commercial basis and at arm's length.

9 INTERNATIONAL AGREEMENT AND COOPERATION

9.1 The Licensee shall perform and observe the requirements of any international convention, agreement, protocol or understanding applicable to the telecommunications sector in Rwanda,

including the Constitution and Convention of the ITU and the regulations and recommendations annexed to them.

9.2 If duly nominated to do so by the Minister in charge of the telecommunications sector, the Licensee shall contribute to the work of international organizations related to the telecommunications sector.

CHAPTER 2: ESTABLISHMENT OF THE LICENSED NETWORK

10 INTEROPERABILITY, STANDARDS AND SPECIFICATIONS

10.1 The equipment and infrastructure used by the Licensee to install and operate the Licensed Network shall comply with the applicable standards set down by the law and regulations of Rwanda or, where these are silent, by the ITU.

10.2 The Licensee shall comply with any regulation, technical specification or rule issued by

the Regulatory Agency which is applicable and appropriate for ensuring interoperability of the Licensed Services and the Licensed Network.

10.3 Pursuant to Articles 42 to 44 of the Telecommunications Law, the Licensee shall have the right to market and supply Terminal Equipment for connection to the Licensed Network, provided that such equipment (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board.

10.4 The Licensee shall not be entitled to refuse the connection to the Licensed Network of any Terminal Equipment which (i) complies with technical, safety, marking and other requirements specified by the Minister in accordance with Article 42 of the Telecommunications Law, and (ii) receives the prior approval of the Regulatory Board.

10.5 Upon request, the Licensee shall provide any Subscriber with installation and maintenance services for Terminal Equipment. However, if it has not provided the Subscriber with the Terminal Equipment in question, the Licensee shall not have the obligation to maintain such Terminal Equipment.

11 NETWORK INFRASTRUCTURE

11.1 The Licensee shall have the right to construct its own network with an appropriate infrastructure in accordance with the law and regulations of Rwanda. The Licensee is also entitled to lease lines or infrastructure from third parties in order to ensure direct links between its equipment.

11.2 Pursuant to Articles 47 to 50 of the Telecommunications Law, the Licensee shall, in the course of the construction of the Licensed Network, comply with the relevant rules and standards applicable in Rwanda, including any safety requirements and right of use principles.

12 INTERNATIONAL ACCESS

12.1 The Licensee, enjoying the right under Article 3 hereof to install and operate an International Gateway, may at its own discretion negotiate, with other international operators duly registered in their countries, the tariffs and contributions for the infrastructure and/or equipment that might be used in common, pursuant to the relevant rules and recommendations of international organizations of which Rwanda is a member.

12.2 The licensee shall inform the Regulatory Agency the outcome of negotiations mentioned in the paragraph 12.1.

13 ALLOCATION OF RADIO FREQUENCIES

13.1 Pursuant to article 33 of the Telecommunications Law, it is forbidden to make use of any part of the radio frequency spectrum for radio-communications purposes unless a Frequency

License has been issued. The Licensee has, prior to the grant of this License, obtained an appropriate Frequency License from the Regulatory Board. Such Frequency License, a certified copy of which is attached hereto in Appendix B, grants to the Licensee, in order to enable it to provide the Licensed Services by means of the Licensed Network, the right to use the radio frequencies specified in the Frequency License throughout the term of this License, and any renewals or extensions of such term pursuant to Article 6 above.

13.2 In accordance with Articles 5, 32 and 33 of the Telecommunications Law, the Licensee may apply to the Regulatory Board for the right to use any additional frequencies in connection with the Licensed Services. The Licensee shall send a duly motivated written request to the Regulatory Board, which shall reply within a period of one (1) month in writing. When coordination with other countries is required, the license may be issued within six months.

13.3 The Licensee undertakes to optimize the efficiency and effectiveness of the use of radio frequencies. In this regard, in the event that a radio frequency is not operated one (1) year after the Effective Date, the Regulatory Board shall be entitled to withdraw the right of use of the frequencies granted to the Licensee.

14 NUMBERING PLAN

14.1 The Regulatory Board has, prior to the grant of this License, assigned blocks of Telecommunications numbers to the Licensee, in accordance with Article 45 of the Telecommunications Law. A certified copy of Regulatory Board decision allocating such blocks of numbers is attached hereto as Appendix C.

14.2 Upon written request to the Regulatory Board, the Licensee shall be entitled to the allocation of additional blocks of numbers to the extent appropriate for him to meet justifiable business needs for the whole duration of the License.

14.3 In the event that the Regulatory Agency decides to rearrange the national numbering plan, the Licensee shall be entitled to be consulted prior to the implementation of such rearrangement.

14.4 The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Number Portability to allow flexibility of service without a change of number. Subsequent implementation of Number Portability is to be subject to operational practicability and commercial viability.

14.5 The Licensee shall co-operate with other Public Telecommunications Network Operators, in such manner as the Regulatory Agency may direct, in the specification and development of Carrier Selection to allow a choice of routing. The choice of method(s) and subsequent implementation is to be dependent on Subscribers' demands, operational practicability and commercial viability.

15 INTERCONNECTION AND ACCESS

15.1 Right of Interconnection

The Licensee shall be entitled to interconnect the licensed network with other licensed public telecommunication networks upon fulfillment of the conditions and procedures set forth in article 39 of the Telecommunications Law.

15.2 Duty to provide Interconnection

Pursuant to Article 39 of the Telecommunications Law, the Licensee shall be obliged, upon receipt of a written request from the Public Telecommunications Network Operator concerned, to allow

Interconnection between the Licensed Network and the network of such Operator, where such request is reasonable in the light of the Operator's requirements and the Licensee's capacity to satisfy them.

In the event of a refusal to allow Interconnection, the Licensee shall provide a written explanation to the operator concerned for such refusal. The explanation shall be copied to the Regulatory Agency.

15.3 Interconnection Agreement

Technical and commercial arrangements for Interconnection shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations, to the terms of each Operator's license and, to the relevant standard Interconnection offer.

In particular, the general conditions and pricing principles of the Interconnection agreement must satisfy the provisions of the relevant regulation issued by the Minister pursuant to Article 39 of the Telecommunications Law.

Where no agreement can be reached between the Licensee and the Operator(s) concerned, either party to the negotiations may refer the matter to the Regulatory Board for determination in accordance with Article 39 of the Telecommunications Law.

15.4 Standard Interconnection Offer

The Licensee shall, in addition to operating a cost accounting system to enable it to identify the costs associated with Interconnection:

- itemize standard Interconnection offer described in Appendix D, each Interconnection facility offered to Public Telecommunications Network Operators, together with the associated terms and conditions, including tariffs ;
- submit such standard Interconnection offer to the Regulatory Board for its approval; and
- adjust its standard Interconnection offer to take account of commercial and technological changes and the introduction of new facilities and services.

15.5 Network Access

The Licensee shall have the right to have reasonable access to the Telecommunications Networks of other Public Telecommunications Network Operators for purposes of providing the Licensed Services, upon submitting a written request to the Operator concerned.

The Licensee shall have the obligation to provide reasonable access to the Licensed Network to other Public Telecommunications Network Operators for the purposes of providing duly licensed Telecommunications Services, upon written request from the Operator concerned.

Technical and commercial arrangements for network access shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations and to the terms of each Operator's license.

16 LEASED LINES

16.1 The Licensee shall be entitled to have access to leased line upon fulfillment of the conditions and procedures set forth in article 37 of the Telecommunications Law.

16.2 If the Licensee acquires extra capacity, it shall make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests

16.3 Where the Licensee has direct access to International Gateway, the Licensee shall make available Leased Lines to any Public Telecommunications Network Operator in response to all reasonable requests if such cables and/or ducts or capacity on such cables are available.

16.4 The Licensee shall not discriminate between Users when providing Leased Lines. Conditions of access to such lines should be observed with transparency and fairness.

17 ACCESS TO PRIVATE/PUBLIC DOMAIN

17.1 The Licensee shall install Telecommunications infrastructure and/or Terminal Equipment on, over and under public and private land in strict compliance in particular with Articles 47 to 50 of the Telecommunications Law.

17.2 Pursuant to Article 48 of the Telecommunications Law, and subject to Article 17.3 below, whenever requested by an Operator or Provider, and if practicable to do so, the Licensee shall share the use of its Telecommunications infrastructure, upon payment of reasonable compensation. Similarly, the Licensee shall be entitled, upon request to any Operator or Provider, to share the use of the latter's Telecommunications infrastructure, upon payment of reasonable compensation.

17.3 The Licensee shall have the right to refuse the request for the use of its infrastructure provided it considers on justifiable and reasonable grounds that:

- it is not economically reasonable to allow such use;
- it is likely to cause damage to the nature or function of such infrastructure;
- major additional construction work is required;
- other technical considerations may endanger its Telecommunications infrastructures; or
- the practical constraints, including electrical and/or space constraints, may compromise the infrastructure.

17.4 Any agreement for the sharing of infrastructure shall be negotiated directly between the relevant Operators and Providers. In the event that the terms of such agreements cannot be agreed, either party thereto may request the Regulatory Agency to determine the terms and compensation for the use of the infrastructure in accordance with the Telecommunications Law.

18 COVERAGE AND ROLL OUT

The Licensee shall install, operate and maintain the Licensed Network and provide the Licensed Services in all localities referred to in Appendix E, and shall do so in accordance with minimum requirements set forth in the said Appendix and elsewhere in this License.

The licensee shall submit to the Regulatory Agency a semester (six months) report on the progress made in regard to rollout and coverage obligations.

CHAPTER 3: PROVISION OF THE LICENSED SERVICES

19 CONTINUITY

19.1 The Licensee shall not intentionally interrupt the operation of the telephone system or any part thereof or the supply of any type of Licensed Service at any time during the license period. In case of planned maintenance the licensee shall first notify the Regulatory Agency in writing seven (7) days prior to interruption, of the reasons for the above-mentioned temporary interruption in service and having received the approval of the Regulatory Agency. In addition, it shall notify the affected Subscribers of such an interruption of services, seven (7) days in advance, and the anticipated date on which service will be re-established.

19.2 Except in the event of Force Majeure, or where it has received the prior written consent of the Regulatory Agency to interrupt the provision of the Licensed Services, the Licensee shall, for the entire duration of the License, provide the Licensed Services continuously, twenty four (24) hours a day and seven (7) days a week.

19.3 Whenever there is any unforeseeable interruption in the service provided by the Licensee, and this affects more than 5% of its Subscribers simultaneously for a period of eight (8) hours or more within the same day, it must notify the Regulatory Agency within no more than two (2) working days, explaining the reasons for the interruption and the measures to be

adopted to re-establish service, as well as the probable date that service will be re-established for the Subscribers affected or the date and time on which it was re-established, as applicable.

19.4 In the event that complete interruption of services at transit and international level continues for a period longer than sixty (60) minutes, the Licensee shall report the interruption to the Regulatory Agency immediately and establish the cause within twenty four (24) hours of such occurrence.

19.5 The Licensee undertakes to take all measures necessary to guarantee the proper operation and protection of the Licensed Network and to remedy promptly with the appropriate human and technical resources any interruption of part or all of the Licensed Services.

20 QUALITY OF THE LICENSED SERVICES

20.1 The Licensee undertakes to use all commercially reasonable endeavors to comply with international standards of quality, in particular those set by the ITU and regional organizations to which Rwanda is member state. Furthermore, the Licensee undertakes to comply with the quality of services requirements set forth in Appendix F.

20.2 The Licensee undertakes to install an effective quality-monitoring system for the Licensed Services based on internationally recognized standards and to allow the Regulatory Agency access to inspect data related to the quality of the Licensed Services.

20.3 The Licensee shall provide the Regulatory Agency with the results of measurements of quality of service on quarterly basis and as and when requested by the Regulatory Agency.

20.4 The Licensee shall maintain Quality of Service information records in a form provided in Appendix F.

20.5 The performance standards as set out in Appendix F shall be subject to review from time to time, in the event that the Regulatory Agency is of the opinion that technological developments have made greater performance standards applicable to the Licensed System.

20.6 The Licensee shall notify the Regulatory Agency of the occurrence of any fact or event likely to materially affect the Licensee's ability to comply with any term of the license including any change to the network which may detrimentally affect the performance, availability or quality of the network or the services; and any insolvency-related event in respect of the Licensee or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

21 MASTER SUBSCRIBER CONTRACT

21.1 Contract to govern relations

Except to the extent that the Regulatory Agency exempts the Licensee from the requirements of this Article 21, the relationship between the Licensee and each Subscriber shall be governed by the terms of a master Subscriber contract containing the standard terms and conditions for the provision of the Licensed Services and approved by the Regulatory Agency in accordance with Article 21.3 below.

Accordingly, the Licensee shall not offer the Licensed Services other than pursuant to such master Subscriber contract, without the prior, written authorization of the Regulatory Agency.

The Licensee shall make available for consultation free of charge a copy of the approved master Subscriber contract at every point of sale, as well as on its Internet website. The Licensee shall also provide a copy of the approved master Subscriber contract, free of charge, to any interested party upon request and to any new Subscriber prior to provision of any Licensed Service to, and receipt of any payment of deposit from, such Subscriber.

21.2 Content of Master Subscriber contract

The master Subscriber contract shall be available in the English, French, Kinyarwanda languages.

The standard terms and conditions referred to in Article 21.1 above shall include, at a minimum, provisions approved by the Regulatory Agency in respect of the following matters:

- types of maintenance services offered;
- procedures for fault repair;
- a provision stating the period within which faults shall be repaired;
- information on service quality levels offered;
- 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 Subscriber within a three (3) months period ;
- confidentiality of Subscriber information ;
- the compensation and/or refund arrangements for Subscribers which apply if the contracted service is not met and a summary of the method of initiating procedures for the settlement of disputes;
- payment terms, including any applicable interest or administration charges;
- minimum contract period;
- Subscriber and Licensee rights of termination;
- method of settlement of Subscriber complaints or other disputes, including provision for appeal to the Regulatory Board and the Rwandan courts in the event that a dispute cannot be resolved by the parties.

Furthermore, the Licensee shall comply with any rulings issued by the Regulatory Agency regarding general terms and conditions for the provision of Telecommunications Services.

21.3 Procedure for approval

The Licensee shall submit to the Regulatory Agency for its approval a draft master Subscriber contract at least five (5) weeks prior to bringing into operation its first Licensed Services.

The Regulatory Agency shall review the draft master Subscriber contract and shall, within three (3) weeks of the date of receipt thereof, notify the Licensee of its decision. Failure to communicate a decision within this period shall be deemed to constitute approval of the master Subscriber contract.

Where the Regulatory Agency notifies the Licensee that it does not approve the master Subscriber contract, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the draft to the satisfaction of the Regulatory Agency. The Licensee shall then submit an amended draft for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of the preceding paragraph shall apply again.

In no event shall the Licensee bring into operation any new Licensed Services without having first received the approval of its master Subscriber contract by the Regulatory Agency.

21.4 Procedure for modification

The Licensee may from time to time propose modifications to the terms of the master Subscriber contract by writing to the Regulatory Agency and enclosing a revised version of the contract, with modifications clearly marked and explained.

Where the Regulatory Agency does not object to the proposed modifications within three (3) weeks of receipt of the proposal, the Licensee shall be entitled to introduce the modification, subject to giving five (5) days' written notice to the Regulatory Board and all Subscribers. Where the Regulatory Agency notifies the Licensee that it does not approve the proposed modifications, it shall provide a clear and detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the proposed modifications to the satisfaction of the Regulatory Agency. The Licensee may then submit amended proposed modifications for approval within a period of two (2) weeks of receipt of the Regulatory Agency's decision and the provisions of this paragraph shall apply again.

Any modification to the master Subscriber contract shall come into force as regards each individual Subscriber fifteen (15) days after delivery of a written copy of such modification to the Subscriber, unless

that Subscriber objects to such modification in writing to the Regulatory Agency or the Licensee within said fifteen (15) days period.

21.5 Former Subscribers' contracts

Subscribers' contracts concluded by the Licensee prior to the Effective Date of the License shall be amended in accordance with the terms and conditions of the master Subscriber contract defined in Article 21 above within six (6) months following the Regulatory Agency's approval on the master Subscriber contract.

22 ROAMING USERS

22.1 Notwithstanding the respect of the roll out obligations subscribed pursuant to attachment E hereafter, the Licensee may enter into national roaming agreements with other licensed operators in Rwanda.

22.2 Such agreements are subject to prior authorisation from the Regulatory Board. The Regulatory Board shall communicate its decision not later than two (2) months from the date of receipt of the request.

22.3 The Licensee may enter into roaming agreements with foreign operators. Such agreements provided for the pricing and technical conditions upon which Users of foreign cellular networks may access to the Licensed Network.

23 UNIVERSAL ACCESS

23.1 *In this license, Universal Access shall have the meaning ascribed to it under article 3 the Presidential Order n° 05/01 of 15 March 2004 determining the functioning of the Universal Access Fund and public operator's contributions;*

The Licensee shall install, operate and maintain the Licensed Network in accordance with the provisions of article 20 of this license so as to ensure efficient and continuous Universal Access.

23.2 *The Licensee shall not be required to provide Universal Access to the extent that:*

- the Regulatory Board is satisfied that a reasonable demand is being met or is to be met by other means ;
- the Regulatory Board determines that it is not reasonable in the circumstances to require the Licensee to provide Universal Access, including where (i) the provision of Universal Access would expose any person engaged in its provision to undue risk to health or safety, or (ii) it is not reasonably practicable.

23.3 *The Licensee's obligations in respect of Universal Access shall automatically be deemed to have been satisfied in any year in which the coverage and roll out obligations referred to in Article 18 and in which Subscribers' requests for the provision of the Licensed Services have been handled in a non discriminatory manner.*

23.4 *The Licensee shall receive, from the Universal Access Fund, appropriate subsidies, to be determined in accordance with the provisions of the Presidential Order on Universal Access for the costs of providing Universal Access to Subscribers, who would otherwise not be served because such provision is not economically viable.*

23.5 *The Licensee shall pay a Universal Access Contribution to the Universal Access Fund in accordance with the Presidential order governing the functioning of the Universal Access Fund.*

24 CONFIDENTIALITY AND SECURITY

24.1 In accordance with Articles 24 to 27 of the Telecommunications Law, the Licensee shall use all commercially reasonable efforts to ensure that personal information related to Subscribers is protected.

24.2 In accordance with Articles 54 to 55 of the Telecommunications Law, the Licensee warrants that any Subscriber's voice or data obtained or received in the performance of the Licensed Services shall be kept confidential.

24.3 The Licensee undertakes to create and implement internal written rules and procedures to ensure Telecommunications secrecy, including Subscribers' personal data protection.

24.4 Upon Subscriber request, the Licensee undertakes to guarantee the restrictions of the identity of calling and connected lines, as referred to in Article 27 of the Telecommunications Law.

25 NATIONAL DEFENCE, PUBLIC SECURITY AND JUDICIAL POWER

The Licensee shall take all necessary measures to comply with any governmental requirements based on national defense and public security constraints or any request of a judicial authority or any other authorized authority according to the relevant laws and regulations.

Measures and tools to facilitate any such request will be provided by the licensee.

26 CRYPTOGRAPHY

26.1 The Licensee may proceed for its own signals, and/or propose to its subscribers a service of cryptography in respect of the laws and regulations of Rwanda.

26.2 The Licensee is however bound to file with the Regulatory Agency the processes and the means of encoding and decoding the signals before starting of these systems.

27 EMERGENCY CALL SERVICES

27.1 The Licensee shall ensure that emergency call numbers are available at all times, so that any User, within the coverage area, is able to make public emergency calls to emergency organizations at no cost by dialing such numbers using terminal equipment connected to the Licensed Network.

27.2 The emergency organizations referred to in Article 27.1 are those in charge of :

- the protection of human lives;
- security assistance;
- fire-fighting; and/or
- such other emergency services as shall be defined from time to time, by the Regulatory Agency.

27.3 In order to ensure that emergency services are available at all times, the Licensee shall cooperate with emergency organizations in the efficient and prompt handling of emergency calls.

27.4 The Licensee shall comply with any reasonable instructions issued by the Regulatory Agency regarding Public Emergency Call Services.

CHAPTER 4: MARKETING OF THE LICENSED SERVICES

28 FREEDOM TO SET TARIFFS

28.1 Pursuant to Articles 29 to 31 of the Telecommunications Law the Licensee is entitled to:

- set in its own discretion the prices of the Licensed Services;

- determine at its own discretion the global system of prices, which may include discount schemes related to the volume of traffic (such as corporate bodies), special tariffs for Users making little use of the Licensed Services, and/or special tariffs for defined disadvantaged groups of Users;
- determine at its own discretion its commercial policy.

28.2 *Tariffs must be non-discriminatory and, for so long as the Licensee is designated as a Dominant Organization, must be based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.*

28.3 *If the Licensee is deemed a Dominant Organization, it may have tariff controls imposed, from time to time, by the Regulatory Board pursuant to Article 30 of the Telecommunications Law and, to the extent the Licensee is a private organization which offers general public access to a telephone service at a profit, it will remain subject to price control pursuant to Article 31 of the Telecommunications Law.*

29 INVOICES

29.1 *The Licensee shall promptly obtain and put into operation the appropriate equipment in order to calculate the amounts payable for each Licensed Service provided by the Licensee.*

29.2 *All Licensee invoices rendered by the Licensee in respect of the Licensed Services shall be clear, concise, typed in French, English and Kinyarwanda and easy to understand.*

29.3 *All Licensee invoices shall, in accordance with Articles 29 and 30 of the Telecommunications Law, contain precise details of all charges for the current billing period and the due date for payment. All Licensee invoices in respect of any outstanding balance and related interest or administration charges shall also contain precise details of all amounts payable and the due date for payment.*

29.4 *Upon request and at reasonable cost, a Post Paid Subscriber shall be provided by the Licensee with a detailed invoice of the local, long-distance and international calls made.*

29.5 *Licensee invoices rendered in respect of Interconnection services shall be subject to the relevant regulations referred in Article 15.3 above.*

30 TARIFF PUBLICITY

30.1 *The Licensee shall publish its tariffs in accordance with Article 29 of the Telecommunications Law. In particular, tariffs shall be set out in clear and sufficient detail and be sufficiently unbundled.*

30.2 *Tariffs shall not come into effect before the expiry of a period of thirty (30) days from the date of their publication.*

31 ACCOUNTING SYSTEM

31.1 *The Licensee shall prepare, for implementation [one (1)] years following the Effective Date, an analytical accounting system separating the Licensed Network and the Licensed Services offered to the Subscribers or to other Operators.*

31.2 *When considered to be a Dominant Organization, the Licensee undertakes to respond promptly to any requirement of the Regulatory Board imposed pursuant to Article 51 of the Telecommunications Law.*

32 TELEPHONE DIRECTORY

32.1 *The Licensee shall maintain a complete and accurate database about numbers assigned to subscribers and that information shall be made available to any Directory Information Service Providers on commercial terms and conditions.*

33 SUB-CONTRACTORS

33.1 In the scope of its contractual relations with sub-contractors, the Licensee shall warrant that these sub-contractors undertake to respect:

- equal access and non-discrimination between Subscribers ;
- confidentiality of the stored information relating to Subscribers.

33.2 In all cases, the Licensee shall remain liable for the provision of the Licensed Services.

34 NON DISCRIMINATION BETWEEN SUBSCRIBERS

34.1 The Licensee will establish and guarantee the principle of equal treatment to all Subscribers whose conditions are the same, without discrimination or preference, and undertakes to provide the Licensed Services on a just and reasonable basis.

34.2 The Subscribers may connect their Terminal Equipment to the respective termination points of the Licensed Network, provided that such equipment is compatible with the parameters established for such connection in accordance with the regulations of the Regulatory Agency and the instructions given by the Licensee.

35 COMPETITION PROVISIONS

35.1 Anti-competitive conduct

The Licensee expressly undertakes not to engage in any anti-competitive practices as such term is defined in Article 41 of the Regulatory Agency Law and any such practice engaged in by the Licensee shall be void.

35.2 Prohibition of Linked Sales

The Licensee shall not, in any relevant market, make it a condition of providing any Telecommunications Service that a person must acquire from the Licensee, any service or apparatus other than the one that is specifically requested, unless the Licensee has notified the Regulatory Agency of its intention to do so and satisfied the Regulatory Agency that there are technical reasons why this bundling should occur.

35.3 Prohibition of unfair subsidization and cross-subsidization

It is hereby prohibited for the Licensee to unfairly cross subsidize or unfairly subsidize the establishment, operation or maintenance of any licensed network or services. The Licensee shall have a full cost accounting records of all material transfer of assets, `funds, rights or liabilities between a part and any other part of its business, and between it and any Associated Company, and shall comply with any directions issued by the Regulatory Agency for the purpose of the prevention of cross-subsidization.

Where the Regulatory Agency, after consulting the Licensee and such other interested parties as considered appropriate, determines that the Licensee or an Affiliate thereof is unfairly cross-subsidizing or unfairly subsidizing any category of services in the relevant market, the Regulatory Agency may issue a direction to that effect and require the Licensee to cease doing so.

35.4 Abuse of dominant position

The Licensee expressly undertakes, during periods when it is designated as a Dominant Organization, not to abuse its dominant position, as such term is defined in the Regulatory Agency Law and any such conduct engaged in by the Licensee shall be void.

36 INSURANCE

The Licensee shall at the date of signature of the License insure with a reputable insurance company against all loss or damage to the equipment and infrastructure of the Licensed Network and against all risks related to its activity.

The Licensee shall maintain an adequate and enforceable insurance policy in respect of the Licensed Network and its activities for the entire duration of the License.

CHAPTER 5: CONTRIBUTION AND FEES

37 LICENCE FEE

Initial fees for the license are fixed at Five Hundred Thousand US Dollars (US \$ 500,000).

38 UNIVERSAL ACCESS CONTRIBUTION

38.1 Pursuant to Article 28 of the Telecommunications Law and the relevant regulations, the Licensee shall pay to the Regulatory Agency an annual contribution to the Universal Access Fund within one month after the end of the financial year on the basis of the Turnover generated during the previous year.

38.2 The annual contribution to the Universal Access Fund, referenced in Article 38.1 to be determined by the Regulatory Board shall not exceed 2.5 % of its annual Turnover.

39 CONTRIBUTION FOR THE FUNCTIONING OF THE REGULATORY AGENCY

39.1 Pursuant to the Regulatory Agency Law, the Licensee shall participate in the financing of the Regulatory Agency.

39.2 The Licensee's annual contribution under Article 39.1 above is set at an amount equivalent to one percent (1%) of the Turnover generated during the preceding year.

40 FREQUENCY AND NUMBERING FEES

The licensee shall pay the initial and annual fee for radio frequency in accordance with the Ministerial Order n° 03/RURA/05 of 14/7/2005 determining fees for radio communication licenses.

The licensee shall pay the initial and annual fee for the block of number as determined by the Regulatory Board.

41 OTHER FEES, TAXES, CONTRIBUTIONS AND CHARGES

The Licensee shall pay any other fees, taxes, contributions and charges that may be or from time to time become payable in accordance with the applicable laws and regulations of Rwanda.

CHAPTER 6: LIABILITY - MONITORING - PENALTIES

42 GENERAL LIABILITY

42.1.1.1 The Licensee shall be liable for any malfunction in, or directly resulting from, the ration of the Licensed Network, for any breach of the obligations of the License and for any infringement of applicable laws and regulations

42.2 The Licensor shall bear no liability for the direct or indirect consequences to the Licensee of any decision the Licensor may take pursuant to, or in respect of, the License, including without limitation, any decision to impose a penalty or to modify the terms of the License.

42.3

43 INFORMATION AND MONITORING

43.1 *Upon written request and pursuant to the conditions determined by the Regulatory Agency, the Licensee shall give to the Regulatory Agency, any financial, technical and business information and documents necessary for the fulfillment of the obligations determined by laws and regulations as well as by the License.*

43.2 *The Licensee shall promptly communicate to the Regulatory Agency all information and documents required under applicable legislative and regulatory provisions as well as under the License, including for example:*

- any alteration to the composition of the share capital and the voting rights of the Licensee;
- descriptions of the Licensed Services ;
- prices and general conditions related to the Licensed Services ;
- traffic data and turnover ;
- information about resources, including frequencies and numbers ;
- analytical accounting information.

43.3 *No later than six (6) months after the end of each fiscal year, the Licensee shall provide the Regulatory Agency with seven (7) copies of an annual report that shall include annual certified financial statements.*

This annual report shall include detailed information concerning:

- development of the Licensed Network and the Licensed Services the year preceding the annual report ;
- any material instance in which, so far as the Licensee is aware, the Licensee's obligations under any provisions of this License have not been met, together with an explanation for such failure as well as the time of its corrections. If such failure is independent of the Licensee's control, the Licensee shall provide evidence proving this to be the case ;
- presentation of a forecast plan for the development of the Licensed Network and the Licensed Services ;
- analytical accounting information;
- any other information deemed relevant by the Licensee or requested in writing by the Regulatory Agency.

43.4 In the event that information provided by the Licensee to the Regulatory Agency is commercially confidential, the information shall be retained by Regulatory the Agency and not divulged to any third party. It is for the Licensee to state which of the submitted information that are commercially confidential and that the Agency shall have the power to disregard the confidentiality of certain information provided this is communicated to the Licensee before any disclosure.

44 INSPECTION

44.1 The Regulatory Agency may require an examination, investigation or audit of any aspect of the Licensee's business relating to the licensed network and services or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the Regulatory Agency in relation to any such examination, investigation or audit. The Regulatory Agency may issue directions with regard to the manner in which such examination; investigation or audit is carried out.

44.2 In particular, the Regulatory Agency may authorize a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the licensed network and services to ensure compliance with the Conditions.

44.3 The Licensee shall allow the Regulatory Agency's authorized representative to attend at, enter and inspect any premises under the Licensee's or any of its Associated Companies' control, and to take copies

of any Documents and to acquire any information in the control of the Licensee or any of its Associated Companies, as may be required in order to carry out the examination, investigation or audit.

44.4 The licensee shall provide and maintain, at no less than the reasonable technical standards set by either the Agency or in use by the ITU, facilities to enable the Agency to inspect, test, read or measure, as the case may be, any telecommunications installations, equipment (including, but not limited to testing instruments) or premises used or to be used for the provision of the service, and may at its option, and shall on the written request of the Agency, and subject to the provision by the Agency's reasonable prior written notice, provide a representative to be present at any such inspection, testing, reading or measurement.

44.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Section.

45 SAFETY AND ENVIRONMENT OBLIGATIONS

45.1 Safety of personnel

The Licensee shall take all necessary measures to ensure the safety of its employees and other persons the employment of who relates wholly or partly to the Licensed Services, of its customers and of the public. In this respect, the Licensee shall comply with any applicable laws and regulations of the Republic of Rwanda for the protection of employees.

45.2 Environment Obligations

The Licensee shall ensure that the installation, operation and maintenance of the Licensed Network and all network-specific equipment are performed in accordance with applicable international and domestic environmental laws, regulations and practices.

46 FINES

The Licensee shall be liable to payment of any fines imposed pursuant notably to Articles 57 to 70 of the Telecommunications Law and the articles 50 and 51 of the law establishing the Regulatory Agency, and shall make such payment promptly and in accordance with any other applicable laws and regulations.

47 LICENSE SUSPENSION, WITHDRAWAL AND OTHER NON-FINANCIAL PENALTIES

Without prejudice to any other rights they may enjoy under the License or under any legislative, regulatory or other legal text, the Regulatory Board and the Minister shall have the following rights of suspension and withdrawal.

47.1 License Suspension

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend the License in the following situations:

- when the periodic fees for continuation of the License have not been paid;
- where there is continued failure to meet any service criteria specified in an enforcement notice issued to the defaulting Licensee.

47.2 License Withdrawal

In accordance with Articles 5 and 22 of the Telecommunications Law, the Regulatory Board shall be entitled to revoke the License in the following situations:

- where the Licensee has not substantially commenced the implementation of the Licensed Network and/or the Licensed Services one year after the date of the Effective Date ;
- where the Licensee has commenced the implementation of the Licensed Network or the Licensed Services but is not meeting the deadlines in the License for such implementation ;

- where there is an extreme case of continued failure to meet any service criteria specified in an enforcement notice issued to the Licensee for any default in respect of its obligations.

In accordance with Article 13 of the Telecommunications Law, the Regulatory Board shall be obliged to revoke the License in the circumstances outlined in paragraph 2, Article 7.3 of the License, following the indirect or direct change of ownership of a Licensee.

47.3 License Suspension and/or Withdrawal

In accordance with Articles 14, 51 and 57 of the Telecommunications Law, the Regulatory Board shall be entitled to suspend or revoke the License in the following situations:

- where the Licensee is guilty of fraud or intentional misrepresentation when applying for the license ; or
- where the Licensee is engaged in or is supporting activities amounting to a treasonable offence under the Penal Code ;
- where an enforcement order requiring that the Licensee remedy its failure to comply with any condition set forth in its license is issued and the licensee does not comply with said enforcement notice, and the compliance order is confirmed by the Board after hearing the representations of the licensee.
- where the Licensee, being a Dominant Organization, fails to comply with any obligations imposed pursuant to Article 51 of the Telecommunications Law concerning accounting standards.

The Regulatory Board shall be entitled to suspend or revoke the License where the Licensee fails to meet its Universal Access obligations under the License.

47.4 Reduction of License Scope or Duration

The Regulatory Board shall be entitled to reduce the scope of the License or reduce the duration of the License where the Licensee demonstrate a continued failure to meet any service criteria specified in an enforcement notice issued pursuant to Article 22 of the Telecommunications Law.

47.5 Suspension of Licensed Services

In accordance with Article 52 paragraph 2° of the Telecommunications Act, the Minister may, subject to observing national legislation and international agreements ratified by Rwanda, suspend any of the Licensed Services when necessary to ensure the preservation of the national integrity.

CHAPTER 7: FINAL PROVISIONS

48 MODIFICATION OF THE LICENSE

48.1 Service Criteria Modification

Pursuant to paragraph 2 of Article 22 of the Telecommunication Law, the Regulatory Board has the power to change quality of service criteria of the License provided that:

- six months' written notice has been given to the Licensee;
- the Licensee has operated under its License for at least eighteen (18) months before notice is given.

Quality of service criteria shall be the same for similar type of Licenses. No modification shall be to the disadvantage of the Licensee compared with other Operators operating under the same or similar type of licenses.

48.2 Nature of Modifications

In accordance with Article 9 of the Telecommunication Law, the Regulatory Board has the power to make alterations and additions to the license. Any such modifications and additions to the License shall reflect in an objective and non-discriminatory manner:

- the provisions of any new telecommunications law relevant to the License;
- any regulatory changes which are intended to ensure opportunities and effective competition in the telecommunications markets in both rural and urban areas;
- changes necessary to respond to market circumstances;
- changes caused by technological developments.

48.3 Modification of Fees Payable

In accordance with article 11 of the Telecommunications Law, the Regulatory Board may from time to time amend the fees applicable to different types of licenses. The revised charges shall be applied to all licenses of the same type.

48.4 Procedure

The Regulatory Board must publish its intention to modify the License in the Official Gazette and shall notify the Licensee by registered mail.

Modifications shall take effect three months from the date of being notified to the Licensee. The Licensee shall have the right to negotiate modifications of this license.

The License may also be amended upon a request by the Licensee due to justified reasons and in accordance with the relevant laws and the Agency's Rules and Regulations.

A request for amendment of the License due to justified reasons shall be submitted to the Regulatory Agency in writing. The request should contain exact reasons for requesting an amendment and explanation of all anticipated effects of the same. If the requested amendment is related to general business conditions, the adopted amendment shall applied to all licensees.

49 TRANSPARENCY AND RIGHTS OF APPEAL

The Licensee shall enjoy a reasonable opportunity to make representations in respect of any decision made or, where reasonable in the circumstances, to be made by the competent authority, pursuant to the terms of the License, which may materially affect the Licensee, including, without limitation, any decision to impose a financial penalty, any decision to modify the terms of the License, any refusal to renew the License, and any refusal to authorize a transfer of the License.

The competent authority concerned shall take due account of any such representations made by the Licensee.

Upon written request by the Licensee, the competent authority shall promptly provide the Licensee with written reasons for any such decisions.

The Licensee shall have a right of appeal against any such decisions to a court of competent jurisdiction. Appeals shall be filed within a period of three (3) months from the date of the decision.

50 DISPUTES WITH THIRD PARTY OPERATORS

In case of dispute between operators, the parties to the dispute shall first consult with a view to settling the dispute amicably. In the event of failure to reach an amicable settlement either party may request the Regulatory Board to resolve the disputes.

The Regulatory Board shall make its decision within a reasonable period and shall promptly thereafter provide the parties concerned with written reasons for its decision.

51 FORM OF COMMUNICATIONS

All notifications, applications, requests or other communications required or permitted under the License shall be communicated in writing to the address of the party concerned or, where such recipient's address has changed, to the last address notified to the sender by the recipient by registered mail.

52 OTHER CONSENTS

Nothing in this License shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorizations or licenses as may be necessary for the construction and operation of the Licensed Network, the provision of the Licensed Services and, more generally, the exercise of its rights or discharge of its obligations under this License, including, without limitation, any investment registration which may be necessary pursuant to Law n° 14/98 establishing the Rwanda Investment and Export Promotion Agency as amended to date and/or its implementing regulations.

53 UNLAWFUL USE

The Licensee shall not knowingly use, or permit the use of the Licensed Network or the Licensed Services for any purpose that violates applicable law.

The Licensee shall include a similar provision precluding the use of the Licensed Network and Licensed Services in its contracts with Subscribers and other Operators.

54 FORCE MAJEURE

54.1 The Licensee shall not be considered to have failed to comply with any obligation whatsoever derived from the present License terms and conditions, including the obligations related to the coverage and roll out plan specified in Appendix E and Quality of Services objectives listed in Appendix F of this License terms and conditions, if the Licensee is prevented from performing its obligations due to any case of Force Majeure. The Licensee shall use all commercially reasonable endeavors to ensure the most rapid service restoration.

54.2 If force majeure the Licensee is prevented from performing any of its obligations under the License the Licensee shall notify the Regulatory Agency of the nature of the force majeure and list the obligations it is prevented from performing as soon as reasonably practicable; and

54.3 Those obligations may be suspended by the Regulatory Board, and the Licensee thereafter shall not be liable to perform those obligations, for so long as the force majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this License or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

55 TERMINATION OF LICENCE

The License shall be terminated:

55.1.1.1.1 upon the request of the Licensee indicating terms and conditions to be imposed by the license issuing authority on the advice of the Regulatory Board;

55.1.1.1.2 due to *force majeure* when the licensed activity cannot be performed after the cause of *force majeure* has been removed; or

55.1.1.1.1.3 after the expiration of the License validity period, provided that the Licensee does not submit a request for extension of the License.

55.1.1.1.1.4 in case of revocation of the License.

56 COSTS

The Licensee shall be responsible for all costs, expenses and other obligations (financial or otherwise) regarding the exercise of its rights and the performance of its obligations under the License. The Licensor shall bear no responsibility for such costs, expenses or obligations.

57 WAIVER

No waiver of any breach of any provision of the License shall be effective or binding unless made in writing. Any such waiver shall be limited to the specific breach concerned.

58 GOVERNING LAW

This License shall be governed by and construed in accordance with the laws and regulations of the Republic of Rwanda.

Signed in Kigali inoriginal copies

Thisday of2008

The Licensee

The Licensor

Represented by :

Represented by :

Its :

Its :

APPENDICES

- Appendix A: Licensee Details, including share capital and participations
- Appendix B: Copy of the frequency license
- Appendix C: Copy of the assigned numbers Board Decision
- Appendix D: Minimum requirements for Standard Interconnection Offer
- Appendix E: Coverage and roll out
- Appendix F: Quality of Services requirements

APPENDIX A: LICENSEE DETAILS, INCLUDING SHARE CAPITAL AND PARTICIPATIONS

The issued share capital of the Company is Fifteen Million Rwandan Francs (15,000,000 Rwf) divided into fully paid up 1.000 shares of One Thousand five hundred (1,500) Rwandan Francs each as follows:

Name of Share Holder	Number of Shares Held	% of Capital
MTN International	550	55%
TRISTAR	350	35%
Government of Rwanda	100	10%
TOTAL	1,000	100%

Appendix B : COPY OF THE FREQUENCY LICENSE

REPUBLIC OF RWANDA



RWANDA UTILITIES REGULATORY AGENCY
P.O BOX 7289 KIGALI, Tel: +250 584562, Fax: +250 584563
Email: arms@rwanda1.com
Website: www.rura.gov.rw

LICENSE GRANTED BY

THE RWANDA UTILITIES REGULATORY AGENCY

TO

MTN RWANDACELL S.A.R.L

FOR

**USAGE OF RADIO FREQUENCY SPECTRUM RESOURCE AND OPERATION OF RADIO
COMMUNICATION SERVICES**

IN THE REPUBLIC OF RWANDA

LICENCE NO. 004 /RURA/2008

LICENSE GRANTED TO MTN RWANDACELL S.A.R.L FOR THE USAGE OF RADIO FREQUENCY SPECTRUM RESOURCE AND OPERATION OF RADIO COMMUNICATION SERVICES IN THE REPUBLIC OF RWANDA.

1. DEFINITIONS

In this license unless stated otherwise or the context otherwise requires:-

1.1 “**Emergency**” means any unexpected and sudden event that must be dealt with urgently by RURA’s usage of certain special powers by taking extraordinary actions in order to cope with matters including; threat to national security, threat to public peace, when public good is negated, interference to government network, blockage of an already existing and allocated frequency band and national crisis that can only be handled by the use of a particular allocated frequency.

1.2 “**License**” means authority to use radio frequency spectrum

1.3 “**Licensee**” means MTN RWANDACELL S.A.R.L

1.4 “**Regulatory Agency**” means the Agency for the regulation of certain public utilities established by law n° 39/2001 of 13 September 2001.

1.5 “**The Regulatory Board**” means the overall national regulating organ of the Regulatory Agency.

2. SCOPE OF THE LICENSE

The licensee is authorized to use the radio frequency spectrum with the following technical specifications

2.1 LAND MOBILE SERVICES

2.1.1 GSM assigned frequencies- GSM 900

CHANNEL No	CHANNEL SPACING	BANDWIDTH	FREQUENCIES	
			UPLINK (MHz)	DOWNLINK (MHz)
1 - 30	200 KHz	6 MHz	890-896 MHz	935-941 MHz

GSM 1800

CHANNEL No	CHANNEL SPACING	BANDWIDTH	FREQUENCIES	
			UPLINK (MHz)	DOWNLINK (MHz)
512 - 586	200 KHz	15MHz	1710- 1725	1805- 1820

2.1.2 Other Technical specifications for GSM

Type/make of Equipment	Erickson
Area of operations	Republic of Rwanda
Type/make of antennae	Kathrein GSM 900/1800
Antennae height	3meters
Transmitter Output power	20-30 watts
Effective Radiated power	250-300 watts

2.1.3 UMTS assigned frequencies

CHANNEL No	CHANNEL SPACING(MHz)	CENTER FREQUENCY	
		Uplink(MHz)	Downlink(MHz)
5	5MHz	1942.4	2132.4
6	5MHz	1947.4	2137.4
7	5MHz	1952.4	2142.4
8	5MHz	1957.4	2147.4

2.1.4 Other Technical Specifications for UMTS

Type/make of Equipment	ZTE/HUAWEI
Area of operations	Kigali
Type/make of antennae	ZTE/HUWAE
Antennae height	3meters
Transmitter Output power	20-30watts
Effective Radiated power	200-300watts

2.2 FIXED SERVICES

2.2.1 Microwave Links assigned frequencies

Band of frequency	Assignments (MHz)	
2.4 GHz	2311	2405
	2325	2419
	2339	2433
	2353	2447
	2360	2454
	2367	2461
	2381	2475
	2395	2489
	2410	2453.5
	2430	2473.5
7 GHz	T/T=7MHz, T/R=161MHz	
	7491	7652
8 GHz	T/T=29.65MHz, T/R=311.32MHz	
	7747.7	8059.02
	7777.35	8088.67
	7807	8118.32
	7836.5	8147.97
	7866.3	8177.62
	7895.95	8207.27
	T/T=7MHz, T/R=126MHz	
	8293	8419
	8286	8412

13 GHz	T/T=28MHz, T/R=266MHz	
	12765	13031
	12793	13059
	12821	13087
	12849	13115

N.B: The Licensee shall vacate the ISM band (2.4 GHz) in accordance with the terms and time to be agreed with the Regulatory Agency.

2.2.2 Other Technical Specifications for microwave links

Type/make of Equipment	Minilink(Erickson), Stratex(Harrisstratex), Radwin, Cambridge
Area of operations	Republic of Rwanda
Type/make of antennae	Andrew
Antennae height	0.6m, 1.2m, 1.8m, 3.4m
Transmitter Output power	20-30watts
Effective Radiated power	200-300watts

3. DURATION AND RENEWAL OF THE LICENSE

The license shall be valid for a period of 13 years.

If the telecommunication license is renewed, the radio communications license shall be renewed for further periods on the same or different condition.

The license terminates upon expiry of the license period and if annual fees are not paid.

4. LICENSE FEES

4.1 The license fees in respect of this license and its renewal shall be determined by the Ministerial Order N° 03/RURA/2005 of 14 July 2005 determining fees for radio communication licenses.

4.2 The Licensee shall pay an initial fee and annual fee for radio frequency usage.

4.3 Failure to pay any fees within the specified time may result in the withdrawal of the radio communications license and reallocation of the relevant frequency.

5. COMPLIANCE WITH THE LAW

The licensee shall comply with the Telecommunications law and other relevant laws and regulations of the Republic of Rwanda.

6. INDEMNITY

The licensee shall indemnify the Regulatory Agency against claims or proceedings arising from any breach on the part of the licensee.

7. SAFETY MEASURES

The licensee shall in respect of service operated, maintained or offered under this license take all proper and adequate safety measures to safeguard life or property including exposure to any electromagnetic emission or radiations emanating from equipment or installations from such operations.

8. EFFICIENT USE

The licensee shall use the assigned frequency in an efficient manner. In the event that a radio frequency is not operated one (1) year after the Effective Date, the Regulatory Board shall be entitled to withdraw the right of use of the frequencies granted to the Licensee.

9. AVOIDANCE OF HARMFUL INTERFERENCE

The licensee shall take all reasonable steps to ensure that the use of the assigned radio frequency does not cause harmful interference with facilities of other network service providers.

10. INSPECTION

The Regulatory Agency shall have the right to access any radiocommunication premises as provided in article 48 of the law n 39/2001 of 13 September 2001 establishing the Regulatory Agency.

11. MODIFICATION

The Licensee shall if so directed by the Regulatory Board and or the minister in writing during emergency;

11.1 Modify, in such manner as may be specified in the direction, the operating characteristics of any radio transmitting station used for the purposes of the licensed services or

11.2 Cease operating any radio channel or radio transmitting station used for the purposes of the licensed services.

ISSUED AT KIGALI, REPUBLIC OF RWANDA

**AS UNDER THE ARTICLE 33 OF THE LAW N 44/2001 DATED 30TH NOVEMBER 2001 GOVERNING
TELECOMMUNICATIONS**

ON THIS 17TH DAY OF MARCH 2008

MARIE CLAIRE MUKASINE
(sé)

**CHAIRPERSON
RWANDA UTILITIES REGULATORY AGENCY**

APPENDIX C: COPY OF ASSIGNED NUMBERS BOARD DECISION

REPUBLIC OF RWANDA



RWANDA UTILITIES REGULATORY AGENCY
P.O BOX 7289 KIGALI, Tel: +250 584562, Fax : +250 584563
Email: arms@rwanda1.com
Website: www.rura.gov.rw

**DECISION N° 04/ICT-RURA/2008 OF 17/03/2008
ALLOCATING THE BLOCK OF TELEPHONE NUMBERS TO
THE COMPANY MTN RWANDACELL S.A.R.L FOR ITS
CELLULAR MOBILE LECENSE**

The Regulatory Board, meeting in its session of 17th March 2008;

Given the Law n° 39/2001 of 13 September 2001 establishing the Rwanda Utilities Regulatory Agency of certain Public Utilities;

Given the law n° 44/2001 of 30/11/2001 governing telecommunications;

Given the Presidential Order n° 04/01 of 15/03/2004 determining specific duties of the Regulatory Board in telecommunications matters;

After consideration and deliberation in its session of 17th March 2008;

Hereby decides:

Article One: Purpose

Pursuant to article 8 pf 5 of the Presidential Order n° 04/01 of 15/03/2004 determining specific duties of the Regulatory Board in telecommunications matters, the present decision is aimed at allocating a block of number to the company MTN Rwandacell S.A.R.L for its Cellular mobile license.

Article 2: Scope

The MTN Rwandacell S.A.R.L is hereby authorized to use a range of telephone numbers starting with 03 XX XX XX and 08 XX XX XX currently utilized by MTN Rwandacell S.A.R.L for its Cellular mobile telephony services.

The allocation by MTN Rwandacell of telephone numbers to its customers shall be entirely left to its discretion and under its control.

Article 3: Provisional provisions

The block of telephone numbers described in article 2 above is allocated temporally, and it shall be changed with the implementation of new numbering plan.

Article 4: Repealing provision

All previous provisions contrary to this decision are hereby repealed.

Article 5: Coming into force

This decision shall come into force on the date of its signature.

Kigali, on 17th March 2008

MUKASINE Marie Claire
(sé)
Chairperson

APPENDIX D: MINIMUM REQUIREMENTS FOR STANDARD INTERCONNECTION OFFER

Key principles under which the License will provide interconnection services are:

- Terms of interconnection will not discriminate unduly between Public Telecommunications Network Operators or between the Licensee's own operations and those of other Public Telecommunications Network Operators
- Interconnection charges will be based on the costs of the provision of interconnect services
- Interconnection will be permitted at any technically feasible point in the network
- Interconnect procedures and arrangements will be transparent

The Licensee shall publish on an annual basis a Standard or Reference Interconnection Offer (RIO). The RIO will provide details of the terms and conditions under which other Public Telecommunications Network Operators can access interconnection services from the Licensee. This RIO will contain as a minimum the following details:

<i>Content</i>	<i>Details</i>
Definition of key terms	Definition of key commercial and technical terms used in RIO
Scope of interconnection	Description of the interconnect services covered by the RIO
Interconnect tariffs	Price list for the interconnect services covered by the RIO
Points of interconnect and related facilities	Description of the points where interconnect is available and technical specifications required for achieving successful interconnection
Network and Facility changes	Notification of planned changes in the network. Details of process for ordering specific facilities including contact details and legal conditions surrounding such orders
Traffic measurement and routing	Description of measurement and reporting procedures and the routing of different types of calls
Infrastructure sharing and co-location	Description of the facilities available including supplementary services such as electricity, air conditioning etc. Also to include ordering procedures and the prices
Billing	Billing procedures, and payment terms and conditions. Process for dealing with billing disputes
Quality of service	Service performance standards including time to provision interconnect services, call blockage in the busy hour, etc.
Format of data interchange	Type of information to be exchanged; format and method of exchange

Exhibit 1: Minimum Content of Reference Interconnection Offer (RIO)

Within one year following the Effective Date of the License, the Licensee shall present to the Regulatory Board a draft Reference Interconnect Offer.

The Regulatory Board shall provide the Licensee with comments on the draft Reference Interconnect Offer within one month after receiving it.

After expiry of one month, the Regulatory Board has not communicated its comments, it shall be deemed to have agreed to the RIO.

APPENDIX E: COVERAGE AND ROLL OUT

COVERAGE (URBAN AREAS AND INTERCONNECTING HIGHWAYS)

The licensee shall install, operate and maintain the Licensed Network and provide the Licensed Services in all the localities indicated below and in accordance with the target percentage coverage.

NETWORK ROLL OUT

Period	Geographic Areas & Population Percentage Coverage	Percentage Coverage						Major Roadways		Equipment/ Technologie	Capacity in terms of subscribers				
		2008	2009	2010	2011	2012					2008	2009	2010	2011	2012
2008-2012	All District Head quarter	100	100	100	100	100	Kigali-Muhanga-Ruhango-Nyanza-Huye-Nyamagabe. Kigali-Rwamagana-Kayonza-Gatsibo-Nyagatare-Kagitumba. Kigali-Musanze-Rubavu Kigali-Gicumbi-Gatuna. Rwamagana- Rusumo. Muhanga-Karongi.		GSM /UMTS	1,300,000	1,545,229	1,756,660	1,938,537	2,071,024	
	All Border Points	90	100	100	100	100									
	All Sectors	85	92	100	100	100									
2012-2023	Before the end of each five years period, the Licensee shall provide a detailed network rollout and coverage plan for the subsequent five years.														

TARGET SUBSCRIBERS

Year	End of 2008	End of 2009	End of 2010	End of 2011	End of 2012	Phase 2 (2013 to 2018)	Phase 3 (2019- 2023)
Number of Voice Subscribers	1,000,048	1,188,638	1,351,277	1,491,182	1,593,095	2,243,095	2,693,095
Number of Data Subscribers	4,000	20,000	22,500	25,000	27,250	100,000	400,000

APPENDIX F: QUALITY OF SERVICES**Quality of Service requirements**

The licensee shall achieve the QoS Parameters as set below in the following table.

The Regulatory Agency may publish on its website, in a manner that enables remote access to the public, the results of QoS compliance in full or in summary form, including in a comparison with other service providers and international standards.

Parameters		Quality level within 36 months	Reporting period
Network Service performance			
1	Call Setup success rate(CSSR)	<ul style="list-style-type: none"> 95% or higher of total number calls shall be correct, in the busy hour. 	Quarterly
2	Call Drop Rate (CDR)	<ul style="list-style-type: none"> Less than 3 % in a congested Network per Month Less than 2 % Without Congestion per Month 	Quarterly
3	Blocked Call Rate (BCR)	<ul style="list-style-type: none"> (i)TCH Congestion < 2 % (ii) SDCCH Congestion < 1 % 	Quarterly
4	Voice quality	<ul style="list-style-type: none"> Percentage of connections with good voice quality should be greater than 90% 	Quarterly
5	PoI Congestion	<ul style="list-style-type: none"> Less than 2% 	Quarterly
6	Handover success rate	<ul style="list-style-type: none"> 95% or higher of all type of handover shall be successful 	Quarterly
7	SMS Success Rate (SSR)	<ul style="list-style-type: none"> 95% or high 	Quarterly
8	SMS End to End Duration	<ul style="list-style-type: none"> Upper limit: 48 Hours 	Quarterly
9	Network Availability	<ul style="list-style-type: none"> Greater than 98% for mobile switching centers (MSCs) and base station controller BSC and Greater than 95% for base transceiver station (BTS) 	Quarterly
Internet Services			
1	Service activation/provision time	<ul style="list-style-type: none"> 95% within 5 working days or date specified by and agreed with the customers 99% within 3 days after time specified 	Quarterly
2	Connection speed achieved	<ul style="list-style-type: none"> 95% or greater the speed of connection (up-downstream) from ISP's server(s) to the customer shall be achieved full time and 80% for non dedicated line. 	Quarterly
3	Internet data transmission <ul style="list-style-type: none"> Latency Packet loss 	<ul style="list-style-type: none"> Not to exceed 200 msec locally Not to exceed 3% of packet loss 	Quarterly
4	Percentage up time/ Network availability	<ul style="list-style-type: none"> greater than 99.0% of the time, the network shall be available to the subscriber 	Quarterly

N.B. Network performance parameters like call Setup success rate (CSSR), Call Drop Rate (CDR) and Blocked Call Rate (BCR) shall be measured on sample basis by the Agency from time to time, directly or if it so chooses, through an independent agency. These measurements shall be taken in the Time Consistent Busy Hour (TCBH). ITU recommends analysis of 90 days to establish TCBH.

Customer Care			
1	Provision of a service after registration of demand	<ul style="list-style-type: none"> Wired terminals: 100% cases within Four (4) working days where there is network Presence. Unless additional permission is required. 	Quarterly
2	Customer perception of service	<ul style="list-style-type: none"> 95% or higher of all provided service. 	Quarterly
3	Services Complaint rate	<ul style="list-style-type: none"> <3% of customers in a period of 30 days 	Quarterly
4	Customer complaint resolution	<ul style="list-style-type: none"> >95% of complaints should be resolved within 24Hrs >98% of complaints should be resolved within 72Hrs 	Quarterly
Billing integrity			
1	Billing complaints	<ul style="list-style-type: none"> Billing complaint should not exceed 2% of 1000 bills issued during the billing period 	Quarterly
2	Total bills overcharged	<ul style="list-style-type: none"> Less than 0.5% of overcharged bills a month 	Quarterly
3	Incorrect credit balance	<ul style="list-style-type: none"> Less than 0.5% of incorrect credit balance a month for pre-paid customer 	Quarterly
4	Recharge Cards	<ul style="list-style-type: none"> Less than 0.05% of Recharge cards loading errors Less than 0.05% of Recharge cards loading incorrect feedback 	Quarterly
5	Billing complaints resolution	<ul style="list-style-type: none"> Bills should be received on at most on a monthly basis for post paid customers 95% of billing complaints should be resolved within 20 working days of receipt of complaint 100% of the billing complaints should be resolved within 30 working days of receipt of the complaint Upon receipt of a billing complaint, the same should be resolved within a maximum of 5days 	Quarterly

Terms definitions

Network Service performance

Call Setup Success Rate:

It is a number of successful established calls of all attempted calls that is Number of successful calls attempts divided by the total number of call attempts.

Blocked Call Rate

It is the number of unsuccessfully established calls due to reasons such as called line busy or no answer. It means the call connection fails because there is no unoccupied channel to serve a call attempt. Hence this parameter represents congestion in the network. The congestion may be at SDCCH (Stand-alone Dedicated Control Channel) level or TCH (traffic control channel) level.

Call Drop Rate:

It is the probability that a call will be interrupted prematurely; it being understood that a call is interrupted where there is any link degradation rendering the call impossible. The Call Drop Rate is the number of dropped calls divided by the total number of call attempts.

Handover Success Rate:

This is the ratio of the number of successfully completed handovers to the total number of initiated handovers. This ratio is expressed as a percentage. Handover means the action of switching the call in progress from one radio channel to another radio channel

PoI Congestion: Point of Interconnection (PoI) congestion is defined as “the ratio of calls failed over the PoI (between two operators/ licensees) due to unavailability of free circuits to the total call requests for seizure of PoI circuit”.

Voice Quality

Speech quality is generally expressed as a Mean Opinion Score (MOS). The quality of voice is measured on a scale from 0 to 7. As the quality deteriorates, this value increases. The quality of the voice is considered to be good, if this value remains between 0 and 4. However, this value may be between 0 to 5 for the network where Frequency hopping phenomenon is used.

Percentage up time/ Network availability

This provides a measure of the proportion of time that the network is available to its subscribers. It is defined as the proportion of time during which at least 80% of the installed radio capacity at each base station is operational, meaning that the network can perform its required functions. For mobile the network should be operable including the base stations, base transceiver stations (BTS) and the Mobile Switching centers (MSCs).

SMS Success Rate (SSR):

A successful SMS message transmission is an SMS message transmission in which the message is transmitted completely without errors between the Network Termination Points.

SMS End to End Duration. SMS End-to-End Duration is defined as Time from SMS Submit to SMS Delivery or a measurement of end to end delivery time (sender to recipient) of SMS.

Customer service

Complaint rate

Is defined as an expression of dissatisfaction with the service provider or the service provided, received from a user or a member of the public by the service provider.

Customer Complaint resolution

The parameter measures the performance of the service provider in resolving complaints within the period of pledged time, i.e. performance pledge on connection complaint resolution handling time.

Customer perception of service

Customer satisfaction about different aspects of the service being provided, it can be also a statement expressing the level of quality customers 'believe' they have experienced.

Customer Perception shall take into consideration following Services

- % of customers satisfied with the network performance, reliability and availability.
- % of customers satisfied with billing performance.
- % of customers satisfied with the provision of service. Etc

Provision or activation of a service after registration of demand

This parameter is in regard to duration time of provision of initial connection/service after registration of demand or the performance of the service providers in fulfilling orders for the provision of new services.

Internet Services

Service activation/provision time:

Time taken to provide service from time of request or date of application to time service is activated

Connection speed achieved

Maximum possible data transfer rate, measured in kilobits per second (Kbps) or megabits per second (Mbps), between the ISP server and the subscriber.

Internet data transmission:

A successful internet data transmission is an internet data transmission in which the data is transmitted completely without errors between the Network Termination Points that is the average and variation in latency, jitter and packet loss when communicating with ISP servers.

Percentage up time /Network availability

Measure of degree to which the access network is operable and point in time and/or time that network resources are valuable to the customer and/or the percentage uptime of the link where bandwidth is accessed from the operator by the customer.

Billing integrity

Level of accuracy of bills, timeliness in issuing and delivery of bills, Incorrect credit balance, total bills overcharged, Recharging Cards and number of billing complaints.

Recharge Cards

- a) % of Recharge Cards Loading Errors: This is the ratio of the number of times Recharge Card loading failed to the total number of loading attempts at some instant on the network expressed as a percentage.
- b) % of Recharge Cards loading incorrect feedback: This is the ratio of the number of times an incorrect feedback is received during Calling Card / voucher loading to the total number of loading attempts expressed as a percentage.
- c) % of total bills overcharged: This parameter is the percentage of the number of Post-Paid accounts that are overcharged within a particular month.

<p>Bibonywe kugira ngo byomekwe ku Iteka rya Minisitiri n°03/S&T ryo kuwa 18/11/2008 ryongerera igihe uruhushya rwa MTN RWANDACELL S.A.R.L rwo gukora itumanaho rigendanwa.</p> <p>Kigali, kuwa 18/11/2008</p> <p>Minisitiri muri Perezidansi ya Repubulika ushinzwe Ubumenyi n'Ikoranabuhanga</p> <p>Prof. MURENZI Romain (sé)</p> <p>Bibonywe kandi bishyizweho Ikirango cya Repubulika :</p> <p>Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Seen to be attached to the Ministerial Order n° of 18/11/2008 renewing MTN RWANDACELL S.A.R.L's mobile telecommunications license.</p> <p>Kigali, on 18/11/2008</p> <p>The Minister in the Office of the President in charge of Science and Technology</p> <p>Prof. MURENZI Romain (sé)</p> <p>Seen and sealed with the Seal of the Republic :</p> <p>The Minister of Justice/Attorney General</p> <p>KARUGARAMA Tharcisse (sé)</p>	<p>Vu pour être annexé à l'Arrêté Ministériel n°03/S&T du 18/11/2008 portant renouvellement de licence de télécommunications mobile de MTN RWANDACELL S.A.R.L.</p> <p>Kigali, le 18/11/2008</p> <p>Le Ministre à la Présidence de la République chargé de la Science et de la Technologie</p> <p>Prof. MURENZI Romain (sé)</p> <p>Vu et scellé du Sceau de la République :</p> <p>Le Ministre de la Justice/Garde des Sceaux</p> <p>KARUGARAMA Tharcisse (sé)</p>
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SUBSCRIPTION AND ADVERTISING RATES

By Presidential Order n° 19/01 of 01/10/2001 relating to review of Presidential Order n°02/01 of 02/02/1996 concerning subscription and advertising rates for the Official Gazette of the Republic of Rwanda, those rates are modified as follows as from 1st January 2002:

A. Annual Subscription

-Rwanda	21,000 Frs
-Bordering countries	25,200 Frs
-Other Countries in Africa	25,500 Frs
-European Countries	27,000 Frs
-American and Asian countries	28,500 Frs
-Central and South Pacific Countries	30,000 Frs

B. Retail per copy

: 700 Frs
: 840 Frs
: 850 Frs
: 900 Frs
: 950 Frs
: 1,000 Frs

C. Advertising Rates

Insert per line by offset or computer is at 525 Frs.

The Official Gazette of the Republic of Rwanda is a bimonthly coming out on 1st and 15th of each month.

Dues for subscription, separate copies or advertisement are to be credited in Rwanda Revenue Authority with mention of the item purchased.

Subscription is for the whole year and takes effect on first January of the year subscribed for.

Request for subscription or renewal of subscription is to be addressed to General Secretariat of Government Office of the Prime Minister, P.O.Box 1334, Kigali, latest on 31st December of the year preceding the one subscribed for.

Late subscriptions are accepted but with no guarantee of securing previously published copies of the year(s).

In future, no automatic renewal of previous subscriptions will be accepted.

Requests for advertisement are to be addressed to the same office as above.

Published by General Secretariat of Government
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www.primature.gov.rw

TARIF DES ABONNEMENTS ET DES INSERTIONS

Référence faite à l'Arrêté présidentiel n° 19/01 du 01/10/2001 portant révision de l'Arrêté Présidentiel n° 02/01 du 02/02/1996 portant fixation du tarif des abonnements et d'insertions au Journal Officiel de la République Rwandaise, le tarif est modifié comme suit à partir du 1^{er} janvier 2002 :

A. Abonnement annuel

- Rwanda	21.000 Frs
-Pays limitrophes	25.200 Frs
-Autres Pays d'Afrique	25.500 Frs
-Europe	27.000 Frs
-Amérique et Asie	28.500 Frs
-Océanie	30.000 Frs

B. Prix de détail au numéro

- Rwanda	700 Frs
-Pays limitrophes	840 Frs
-Autres Pays d'Afrique	850 Frs
-Europe	900 Frs
-Amérique et Asie	950 Frs
-Océanie	1.000 Frs

C. Prix des insertions

525 Frw pour chaque ligne de texte dactylographié ou écrit à l'ordinateur.

Le Journal Officiel de la République Rwandaise paraît le premier et le quinzième jour de chaque mois. Les sommes dues pour les abonnements, les numéros séparés ou pour les insertions sont à verser à l'Office Rwandais des Recettes-Recettes non Fiscales, en indiquant le motif du versement.

Les abonnements sont annuels et prennent cours le premier janvier.

Les demandes d'abonnement ou de renouvellement d'abonnement doivent être adressées au Secrétariat Général du Gouvernement, Services du Premier Ministre B.P. 1334 à Kigali, au plus tard le 31 décembre de l'année précédant celle à laquelle l'abonnement se rapporte.

A l'avenir, il ne sera plus procédé au renouvellement, d'office, des abonnements antérieurs.

Les demandes d'insertion doivent être adressées à ce même service.

**Edité par le Secrétariat Général
du Gouvernement
Services du Premier Ministre
www.primature.gov.rw**

IBICIRO BY'IGAZETI YA LETA N'INYANDIKO ZIYTANGARIZWAMO

Hakurikijwe Iteka rya Perezida n° 19/01 ryo ku wa 01/10/2001 rivugurura Iteka rya Perezida n° 02/01 ryo ku wa 02/02/1996 rishyiraho ikiguzi cy'Igazeti ya Leta ya Repubulika y'u Rwanda n'inyandiko zitangarizwamo, ibiciro byahinduwe ku buryo bukurikira kuwa ku wa 1 Mutarama 2002:

A. Ikiguzi cy'umwaka wose

-Mu Rwanda	21.000 Frs
-Mu bihugu bidukikije	25.200 Frs
-Mu bindi bihugu by'Afurika	25.500 Frs
-Mu Burayi	27.000 Frs
-Muri Amerika na Aziya	28.500 Frs
-Muri Oseyaniya	30.000 Frs

B. Ikiguzi cya buri numero

-Mu Rwanda	700 Frs
-Mu bihugu bidukikije	840 Frs
-Mu bindi bihugu by'Afurika	850 Frs
-Mu Burayi	900 Frs
-Muri Amerika na Aziya	950 Frs
-Muri Oseyaniya	1000 Frs

C. Ikiguzi cy'inyandiko ziyitangarizwamo

Amafaranga 525 kuri buri murongo wandikishije imashini cyangwa orudineri.

Igazeti ya Leta ya Repubulika y'u Rwanda iboneka ku munsu wa mbere no ku wa cumi n'itanu wa buri kwezi. Amafaranga agenewe igazeti, buri numero ukwayo cyangwa inzandiko ziyana nayo ashwirwa mu Kigo cy'Imisoro n'Amahoro bakerekana icyo atangiwe.

Ifatabuguzi ni buri mwaka kandi ritangira ku ya mbere y'ukwezi kwa Mutarama.

Abasaba kugura Igazeti ya Leta mu gihe cy'umwaka, bagomba kubimenyesha Ubunyamabanga Bukuru bwa Guverinoma muri Serivisi za Minisitiri w'Intebe B.P. 1334 i Kigali, bitarenze itariki ya 31 Ukuboza y'umwaka ubanziriza uwo bifuzaho icyo gazeti. Abazaza batinze bazabakira, gusa ntawishingiye kuzabaha inumero zizaba zarahise.

Kuva ubu, ntawe uzoherezwaga Igazeti atongeye kubisaba.

Abifuza kugira icyo bayandikamo babinyuza muri ibyo biro.

Tirage : 1 000 exemplaires