

REPUBLIC OF RWANDA



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KIGALI

**LICENSE FOR USAGE OF RADIO FREQUENCY SPECTRUM
RESOURCE FOR THE PROVISION OF SATELLITE-BASED
SERVICES GRANTED TO E-SPACE AFRICA Ltd**

The Rwanda Utilities Regulatory Authority,

Pursuant to Law N° 09/2013 of 01/03/2013 establishing the Rwanda Utilities Regulatory Authority (RURA) and determining its mission, powers, organization, and functioning;

Pursuant to Law N° 24/2016 of 18/06/2016 governing Information and Communication Technologies especially in article 81;

Pursuant to the Regulation N° 007/R/SM-ICT/RURA/2019 of 15/11/2019 on Radio Frequency Management;

Hereby grants this **License for Usage of Radio Frequency Spectrum Resource for the Provision of Satellite-based Services** to:

E-SPACE AFRICA LTD

Tel.: +250788302208

E-mail: contact@e-space.com

**Office Location: Kacyiru, Gasabo
Kigali-RWANDA**

I. DEFINITIONS OF TERMS

In this license, the following terms have the following meanings:

- 1. Competent Authority:** is the Rwanda Space Agency,
- 2. Effective date:** the date on which this license takes legal effect;
- 3. Emergency:** unexpected and sudden event that requires certain extraordinary and urgent actions which are dealt by RURA to cope with matters that include threat to national security, threat to public peace, public good is negated, interference to government network, blockage of an already existing and allocated frequency band as well as national crisis that can only be handled by the use of a particular allocated frequency;
- 4. Frequencies:** radio frequencies allocated to the Licensee for the operation of the Licensed Services as specified in this License and as may be amended or modified from time to time in accordance with the relevant laws and Regulations;
- 5. Harmful interference:** any radiation or induction which endangers the functioning of a radio-navigation service or of a safety service or degrades, obstructs, or interrupts an authorized radio or telecommunication service;
- 7. License:** a legal document issued by the Regulatory Authority which authorizes the holder to use Radio Frequency Spectrum resource for the provision of satellite-based services in the Republic of Rwanda;
- 8. Licensee:** E-SPACE AFRICA Ltd.
- 9. License Period:** the period in which this license is valid, including any extension of time approved by the Regulatory Authority;
- 10. Radio communication:** the transmission and /or reception of signals by the use of radio waves for specific telecommunication services;
- 11. Regulatory fee:** an annual fee paid by the licensee to the Regulatory Authority for the usage of radio frequency spectrum;
- 12. Regulatory Authority:** Rwanda Utilities Regulatory Authority.

II. SCOPE OF THIS LICENSE

The licensee is authorized to use the radio frequency spectrum with the following technical specifications for the provision of the licensed services

For the provision of MSS and GMPCS

| Assigned frequency | Bandwidth | Maximum Transmit Power in EIRP (dBW) | Uplink | Application |
|--------------------|-----------|--------------------------------------|--------|--------------------------------------|
| 340-370 MHz | 30 MHz | 14.8 | | All directions (uplink and downlink) |
| 267-297 MHz | 30 MHz | 14.8 | | |
| 399.9-400.05 MHz | 0.15 MHz | 5 | | Satellite Terminals Uplink |
| 400.15-401 MHz | 0.85 MHz | N. A | | Satellite Terminals Downlink |

Equipment specification: Terminal Satellite Earth Stations

| Terminal Class | Classes of Emission | Number of Terminals | Frequencies (MHz) | | Uplink Bandwidth (MHz) | Pointing Azimuth | Elevation Angle (Deg) |
|--|---------------------|---------------------|-------------------|-------------------|------------------------|------------------|-----------------------|
| | | | Uplink | Downlink | | | |
| Class 0 non-fixed | 5M00D7D | unlimited | | | 30.15 | - | 0 |
| Class 0A Non-fixed | 50KD7D /150KD7D | Unlimited | 267-297, 340-370, | 267-297, 340-370, | | - | 0 |
| Class 1 fixed Steerable | 20M0D7D | Unlimited | 399.9-400.05 | 400.15-401 | | 360 | 25-90 |
| Class 1A Fixed Steerable Min 1m Aperture | 20M0D7D | Unlimited | | | | | |

N.B: The usage of the bands: 267-297 MHz and 340-370 MHz must ensure that the coordination under 9.21 is initiated. In this regard, the licensee shall adhere to the relevant provisions of the Radio Regulations pertaining to its operations in these bands with respect to networks of other administrations for which coordination is still in process.

III. SPECTRUM RIGHTS AND ALLOCATION

This license grants to E-SPACE the right to use the radio frequencies specified above for the provision of **Satellite Network Operation and Service license** issued by the Competent Authority.

The usage of any additional frequencies in connection with the Licensed Services shall be requested for and duly authorized by the Regulatory Authority prior to its use.

IV. SPECTRUM MANAGEMENT

The Regulatory Authority is responsible for the management of the radio frequency spectrum in the Republic of Rwanda. This license does not give full ownership of the assigned frequency to the licensee.

The Regulatory Authority may require the withdrawal or replacement of the frequency in compliance with the laws and regulations in force.

V. OBLIGATIONS OF THE LICENSEE

After assignment of the radio communication license, the licensee has the following obligations:

- a. To ensure efficient use of the assigned spectrum;
- b. To maintain the inventory of the assigned frequencies and be able to provide it at any time upon request by the Regulatory Authority;
- c. To endeavour to optimize the efficiency and effectiveness of the use of radio frequencies;
- d. To avoid harmful interference, unauthorised emission, and illegal use of the spectrum;
- e. To keep the license updated by regularly renewing it and paying the required annual fees;
- f. To make sure that there is no change to the licensed station, including station parameters like technical specification and station location, without a written authorisation from the Regulatory Authority;
- g. To comply with any other directive issued by the Regulatory Authority.

VI. DURATION AND RENEWAL OF THIS LICENSE

The License for Usage of Radio Frequency Spectrum Resource for the Provision of Satellite-based Service is valid for a period of one (1) year, which expires on 31st December of each year and is renewable on an annual basis. It shall be renewable at least one (1) month prior to its expiration.

The procedure for the renewal of this license is the same as the initial application and shall be in accordance with the relevant laws and regulations.

The Regulatory Authority may renew the radio frequency license if the Licensee has:

- a. complied with the requirements of the license terms and conditions and the applicable laws and regulations; and
- b. has fulfilled all the requirements within one (1) month effective from the date of receipt of the corresponding license application;

The termination or non-renewal of the license issued by the Competent Authority for the provision of satellite services shall lead to immediate cessation of all operations related to the assigned radio frequency.

VII. TRANSFER OF THE LICENSE

The Licensee shall not transfer, lease, or trade the assigned frequency spectrum or part of it to a third party in any manner without prior written approval of the Regulatory Authority.

No radio frequency licensee is allowed to sell out the radio frequency, and in case he/she fails to utilise the radio frequency, he/she reports it in writing and returns it to the Regulatory Authority.

VIII. MODIFICATION

This license may be modified by the Regulatory Authority if there are changes to policies, relevant laws and regulation or upon request of the licensee.

In addition, the Regulatory Authority may modify this license if the operating characteristics of any radio transmitting station are changed, or if any operating radio channel or radio transmitting station used for the purposes of this license ceases to operate.

IX. TERMINATION

If the licensee does not apply for the renewal within the timeframe specified in this license, then this license is terminated upon its expiration.

This license is automatically terminated if the license for the provision of mobile satellite network services issued by the Competent Authority is terminated.

X. SUSPENSION OR REVOCATION OF THIS LICENSE

The Regulatory Authority may suspend or revoke this license if the licensee does not comply with the terms and conditions herein.

A) LICENSE SUSPENSION

The Regulatory Authority may suspend a radio communication license before its expiry if:

- a) the radio communication licensee deliberately or through carelessness, transmits a false distress signal or disturbs or harms safety and emergency radio communications in some other way;
- b) the licensee fails to comply with any notification requirement, directive, or enforcement notices of the Regulatory Authority;
- c) the licensee fails or refuses to disclose all required information.
- d) the main license is suspended;
- e) there is another justified reason.

B) LICENSE REVOCATION

The Regulatory Authority may revoke this license before its expiry if:

- a) the licensee, despite ordered corrective measures, has seriously and repeatedly violated the license terms and conditions essential for non-interference in radio communications, or fails to meet the liability to pay for a radio license or frequency reservation;
- b) there is an illegal use of radio frequency by the licensee, or if the radio frequency is used contrary to the license provisions;
- c) the licensee fails to commence operation of the radio frequency within two (2) years after its assignment or for any subsequent period of one (1) year;
- d) it is established that the licensee is engaged in or is supporting activities amounting to treason;
- e) a binding international agreement ratified by Rwanda requires the revocation of the license;
- f) There is a failure of the licensee to provide the Regulatory Authority with monitoring and reporting data required or failure to cooperate with the Regulatory Authority inspection and audits;
- g) the licensee submits false or deliberately misleading data or information to the Regulatory Authority;
- h) there is bankruptcy, financial insolvency, or liquidation of the licensee;
- i) the main license is revoked, cancelled, or suspended; or
- j) there is another justified reason.

XI. OWNERSHIP AND CORPORATE OBLIGATIONS

1. The Licensee's shareholding structure is as contained in **Appendix I** of this license.
2. The Licensee shall continue to be a corporate body constituted under the laws of Rwanda.
3. The Licensee shall continue to meet any other eligibility requirements provided under the laws and regulations of the Republic of Rwanda;
4. The Licensee must comply with the following conditions on ownership:
 - a) to notify the Regulatory Authority in writing and request prior approval for any changes to its ownership and control structure, no later than one (1) month before the proposed change;
 - b) to notify the Regulatory Authority and request prior approval for any joint venture into which it enters with:
 - i. any individual (person); or
 - ii. any entity holding a licence issued by the Regulatory Authority;
5. Furthermore, the Licensee shall not subsidise, cross-subsidise, or permit itself to be subsidised or cross-subsidised, nor give or receive undue preference to or from any party, unless expressly approved by the Regulatory Authority.

XII. APPLICABLE FEES

The application fee, license fee in respect of this license, and its renewal are provided by the relevant Laws and regulations determining fees for radio communication licenses in the provision of satellite services or any formal notification from the Regulatory Authority to the licensee.

Any failure to pay any fees as provided for and within the specified time may result in the withdrawal of the radio communications license and reassignment of the relevant frequency to other operators.

XIII. REPORTING

The Licensee must submit to the Regulatory Authority a technical report within thirty (30) days from the end of the calendar year, and the report shall comprise;

1. The frequencies usage;
2. Number of end-user devices deployed;
3. Number of staff employed to run the network and the responsibilities of each staff member;
4. Network layout, including both terrestrial and satellite services if deployed.

In the case of the licensee receiving harmful interference to its services, and/or of being notified of causing harmful interference to others, the licensee must notify RURA and RSA in writing within 24 hours after becoming aware of the occurrence. The licensee must take all precautions to resolve any issue that causes interference to others.

XIV. INDEMNITY

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

In addition, the license shall ensure reimbursement, refund and/or indemnification of its customers in case of cessation of activity.

XV. 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.

XVI. EFFICIENT USE

The licensee shall efficiently use the assigned frequency. If a radio frequency is not operated for two (2) years after the Effective Date, the Regulatory Authority is entitled to withdraw the right of use of frequencies granted to the Licensee, after due notice.

If the licensee ceases to operate the assigned radio frequency for a period of one (1) year, the Regulatory Authority is also entitled to withdraw the right of use of such after due notice.

XVII. 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 the facilities of other network service providers.

XVIII. INSPECTION

The Regulatory Authority has the right to access any radio communication premises with or without notice as provided for by the law.

XIX. SANCTIONS

If the licensee breaches any terms and conditions set forth under this license or other relevant laws and Regulations, the Regulatory Authority is entitled to:

- a) issue a monetary sanction;
- b) suspend or revoke this license; or
- c) reallocate the radio frequency for service continuity.

XX. UNIVERSAL SERVICE OBLIGATIONS

The Licensee must comply with the provisions of the relevant laws and orders, including but not limited to the Presidential Order determining the contribution to the Universal access Fund.

XXI. CONFIDENTIALITY OF CUSTOMER INFORMATION

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

The Licensee must not disclose any information about any of its customers to any third party except to the extent that such information is required:

- a. for the purposes of debt collection by the Licensee from the customer concerned;
- b. for statistical or research purpose provided the information is in such a way that it does not link to a particular customer;
- c. by the Licensee's auditors for the purpose of auditing the Licensee's accounts;
- d. by the Licensee's attorney(s) in connection with any potential, threatened or actual litigation between the Licensee and the customer concerned;
- e. by the Regulatory Authority for the purpose of performing its functions;
- f. by an order of the court in respect of legal proceedings between the customer and another party pending in court.

XXII. HUMAN RESOURCE DEVELOPMENT

1. The Licensee must submit to the Regulatory Authority the Human Resource Development Plan outlining strategies towards the empowerment of its local staff;
2. The Licensee must annually furnish the Regulatory Authority the report of implementation of the Human Resource Development Plan;
3. The Licensee must facilitate participation of its technical staff in training

XXIII. COMPLIANCE WITH THE LAW

The licensee must comply with all relevant laws and regulations, especially the law governing ICT in Rwanda.

XXIV. EFFECTIVENESS OF THE LICENSE

This License becomes effective from 01/01/2026 and is valid up to 31/12/ 2026

APPENDIX I: SHAREHOLDING STRUCTURE

| S/N | Names of the shareholders | Nationality | Percentage | Total shares | Share capital |
|-----|---------------------------|-------------|------------|--------------|---------------|
| 1 | E-SPACE INC | - | - | 1000 | 5000 |