

## **1. PURPOSE OF THE LICENSE**

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The purpose of this license is to authorize Pan Africa Network Group (Rwanda) Co Ltd to install, maintain and operate the digital terrestrial multiplex as well as providing signal distribution services as common carrier of the television content providers in accordance with the terms and conditions of this license.

## **2. OBLIGATIONS OF THE LICENSEE**

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Under this license, the licensee has the following obligations:

- i. To provide signal distribution services as a common carrier of licensed Content Service Providers;
- ii. To ensure that any broadcasting signal or content carried through the network of the Signal Distributor is sourced from a licensed Content Provider;
- iii. To ensure that Broadcasting signal or content carried through the network of a Signal Distributor is of the specified and required quality and standard as may be prescribed by the Regulatory Authority;
- iv. To provide Signal Distribution Services in an equitable, reasonable and non-discriminatory manner;
- v. To consider that twenty per cent (20%) of the transmitted channels are allocated to Free to air channels;
- vi. To ensure that all Free to Air Channels are accessible without constraints to its specific Set-Top-Box (STB) and Integrated Digital Television (iDTV), and the STBs should reflect the technical specifications as published by the Regulatory Authority;
- vii. To ensure that all conditional access television channels are accessible through a single Set-Top-Box and integrated digital television using mechanisms such as smart cards, passwords or keys or any other mechanisms compatible with the single receiver system;
- viii. To provide enough and accurate information to customers with regard to the types of STB's to be bought by the customer;
- ix. To provide capability to interface with any Content Service Provider to make available, provisioning of content aggregation and Program bouquet handling system that shall support data paths embedded in the DVB stream based on open source (nonproprietary) multimedia system to support Electronic Program Guide (EPG);

- x. To submit every six months an updated coverage and roll-out plans to the Regulatory Authority and such updated roll-out shall be subject to inspection and approval by the Regulatory Authority;
- xi. To seek the approval of the Regulatory Authority prior any disconnection of the content TV provider;
- xii. The Signal Distributor should not broadcast or scroll any advertising message on any carried content without an official authorization from the Content Service Provider;
- xiii. To provide network security to prevent stolen decoders from being used outside Rwanda;
- xiv. To comply with any other conditions as may be prescribed from time to time by the Regulatory Authority.

### **3. AVAILABILITY OF SET TOP BOXES ON MARKET**

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The licensee is allowed to import and sell the STBs taking into consideration the STB's technical specifications prescribed in Regulation governing Digital Terrestrial Television services in Rwanda. The Regulatory Authority may allow other investors to import and sell the STB's if that proves to be necessary to ensure the service delivery.

### **4. REGULATORY AND LICENSE FEES**

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The Licensee shall be required to pay the following fees:

- i. An annual contribution to the Universal access fund as provided by the Presidential Order into force;
- ii. Regulatory fees as provided in Regulatory Board Decision No 07/BD/LER/RURA/2016 of 13/12/2016 determining the contribution levied on annual turnover of the Regulated services and as may be amended from time to time.
- iii. Spectrum fee in accordance with the applicable regulations.

## **5. TRANSFER OF THE LICENSE**

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The licensee shall not transfer this license to any person without prior written consent of the Regulatory Authority. Such approval shall be granted after consideration of the matter and if the proposed transferee meets all the conditions for granting this license.

## **6. LICENSE MODIFICATION, SUSPENSION AND REVOCATION**

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This license can be modified, suspended and revoked based on the grounds provided in Regulation governing digital terrestrial television services into force.

## **7. TRANSMISSION STANDARDS AND TECHNICAL SPECIFICATIONS**

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The licensee shall comply with the transmission standards and technical specifications of digital terrestrial television network and set top boxes as prescribed in Regulation governing digital terrestrial television services into force.

## **8. SPECTRUM ASSIGNMENT**

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Prior to the use of any part of the radio frequency spectrum, the licensee must pay spectrum fees. The licensee shall use radio frequencies in accordance with the terms of Radiocommunication license.

## **9. PROVISION OF TECHNICAL SUPPORT OF THE LICENSEE**

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The licensee shall provide technical support in case of network failure within reasonable time as shall be prescribed in the Service Level Agreement (SLA) between the licensed TV content providers and the licensee.

## **10. SAFETY OF EMPLOYEES, CUSTOMERS AND GENERAL PUBLIC**

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The licensee shall take all necessary measures to ensure the safety of its employees, customers and general public. The licensee shall ensure that the installation, operation and maintenance of the broadcasting network are performed in accordance with applicable international and domestic environmental laws, regulations and best practices.

## **11. ACCESS TO THE NETWORK**

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The licensee shall ensure that all television content providers get equal opportunity to access the network in transparency and non-discriminatory manner.

## **12. ELECTRONIC PROGRAM GUIDE**

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The licensee shall ensure that the service provider of the electronic program guide used by the licensee or its contracted parties provides access to the electronic program guide service for all broadcasters under fair and reasonable conditions, in accordance with the principle of equal treatment.

## **13. SERVICE LEVEL AGREEMENT**

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The licensee shall prepare the Service Level Agreement (SLA) which constitutes working relationship with his/her clients and shall be submitted to the Regulatory Authority for approval before its implementation.

## **14. INFRASTRUCTURE SHARING**

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The licensee shall build network infrastructure on, over and under public and private land in strict compliance with laws and regulations in force. Whenever requested by any third party, and if practicable to do so, the licensee shall share the use of its network infrastructure, upon payment of infrastructure sharing fee. Any agreement for the sharing of infrastructure shall be negotiated directly between the licensee and the interested party.

## **15. NON-DISCLOSURE OF INFORMATION**

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The licensee shall not disclose any information of any other licensee requesting connectivity to his network except to that extent that such information is required:

- i. By the licensee's attorney(s) in connection with any potential threat or actual litigation between the licensee and the customer concerned;

- ii. By the Regulatory Authority for the purpose of performing its functions in terms of laws;
- iii. In consultation with the Regulatory Authority whereby the statistical or research work is conducted for the purpose of the development of the sector;
- iv. By any public institutions vested by the law to request such information.

## **16. TARIFF AND PRICING**

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The licensee shall establish prices for its services. Prices shall be determined on the basis of market relationships. The licensee shall inform the Regulatory Authority on the pricelist of services for its subscribers and content providers that use its services;

Tariffs must be non-discriminatory and must be based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return;

The Regulatory Authority may instruct the licensee to bring down his price to a level that reflects the cost for the provision of services and which price allows the licensee to make a reasonable return.

## **17. RIGHT TO INSPECT**

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The Regulatory Authority, through authorised staff, has the right to inspect the signal distributor network for a purpose of ascertaining compliance of Laws, Regulations into force and to the terms and conditions contained herein.