

**GRANT OF RIGHTS OF USE OF RADIO FREQUENCY SPECTRUM FOR  
THE PROVISION OF MOBILE SATELLITE SERVICES  
Licence Number: MCA/L/15-2271**

<b>Commencement date:</b>	12 March 2012
<b>Original Licence reference:</b>	MCA/L/11-0623
<b>Date of issue of amended Licence:</b>	20 March 2015
<b>Expiry date:</b>	12 May 2027
<b>Name of Licensee:</b>	Echostar Mobile Limited
<b>Registered address:</b>	25/28 North Wall Quay Dublin 1 Ireland

**Article 1. Definitions**

1.1 Any reference in this Licence to the "Act" is a reference to the Electronic Communications (Regulation) Act (Cap. 399 of the Laws of Malta), and subject to Article 1.2 of this Licence, the provisions of the said Act shall apply to this Licence.

1.2 In this Licence, unless the context otherwise requires:

"Authority" means the Malta Communications Authority;

"Decision 2009/449/EC"<sup>1</sup> means Commission Decision of 13 May 2009 on the selection of operators of pan-European systems providing mobile satellite services (MSS);

"the Commencement Date" means 12 March 2012;

"Complimentary Ground Components" (hereinafter "CGCs") mean ground-based stations used at fixed locations, in order to improve the availability of MSS in geographical areas within the footprint of the system's satellite(s), where communications with one or more space stations cannot be ensured with the required quality;

"coverage territory" means all the islands of Malta, including the territorial waters and airspace thereof, within which access by users to the services being provided over the relevant network is possible;

"the Expiry Date" means 12 May 2027<sup>2</sup>;

<sup>1</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:149:0065:0068:EN:PDF>

<sup>2</sup> 18 years from the date of the EU selection in accordance with Decision 2009/449/EC.

“the Licensee” means Echostar Mobile Limited, a company incorporated in the Republic of Ireland with number 426976;

“Mobile Satellite Services” (hereinafter “MSS”) means radiocommunication services provided by an electronic communications network and associated facilities capable of providing radiocommunication services between a mobile earth station in Malta and one or more space stations, or between mobile earth stations in Malta by means of one or more space stations;

“MSS Regulations” means the Authorisations of Frequency Use (Provision of 2GHz Mobile Satellite Services) Regulations, 2011 (S.L.399.44);

“the Radio Frequency Spectrum” means that defined in Annex I to this Licence.

## **Article 2. Background**

- 2.1 In accordance with Decision 2009/449/EC, this Licence awards the Licensee the right to use 15 MHz of spectrum for space to earth communications and 15 MHz of spectrum for earth to space communications as defined in Annex I.

## **Article 3. Grant of Licence**

- 3.1 By virtue of this Licence, the Authority hereby assigns to the Licensee the right of use of the Radio Frequency Spectrum, for the provision of MSS in accordance with the conditions listed hereunder:

Provided that prior providing Mobile satellite services in the coverage territory the Licensee shall, as a minimum register as an overseas company in accordance with Maltese Law.

## **Article 4. Licence Duration**

- 4.1 This Licence shall commence on the Commencement Date and shall remain in force until the Expiry Date, unless otherwise lawfully terminated in accordance with the Act and/or this Licence.
- 4.2 This Licence shall cease to have effect immediately on the Expiry Date unless revoked earlier by the Authority in accordance with this Licence.

## **Article 5. Use of Radio Frequency Spectrum**

- 5.1 The Radio Frequency Spectrum shall be used by the Licensee only for the provision of MSS in accordance with the parameters laid down in Annex I to this Licence and subject to the terms, conditions and limitations stated in this Licence, unless otherwise previously authorised in writing by the Authority.

- 5.2 The Licensee shall at all times ensure that the Radio Frequency Spectrum is used efficiently in accordance with the Authority's directions.
- 5.3 The Radio Frequency Spectrum shall only be used by the Licensee. The right of use of the Radio Frequency Spectrum may not be assigned or transferred to third parties, unless otherwise previously authorised in writing by the Authority.
- 5.4 The Licensee shall immediately in writing inform the Authority of any changes effected to its corporate structure, including, but not limited to, any changes in shareholding, and registered address.

#### **Article 6. Fee for the provision of MSS**

- 6.1 The Licensee shall immediately upon issue of this Licence and thereafter annually, in advance, pay to the Authority the fees stipulated from time to time under the MSS Regulations or any other legislation as may be applicable from time to time in respect of the radio frequency spectrum:

Provided that any non-payment or late payment of dues under this Article shall also constitute a breach of this Licence.

- 6.2 All payments effected by the Licensee in accordance with Article 6.1 of this Licence are not refundable by the Authority and/or Government.

#### **Article 7. Non-Interference**

- 7.1 The Licensee shall comply with any directives and, or decisions, however so described, issued by the Authority in relation to harmful interference.
- 7.2 The Licensee shall ensure that its MSS do not cause harmful interference with, seriously reduce the quality of, or disrupt the lawful use or operation of, any other electronic communications networks and, or services.
- 7.3 Neither the Authority, nor the Government of Malta, shall be held responsible in any manner whatsoever by the Licensee for any harmful interference that may hinder the provision of its MSS.

#### **Article 8. Coverage Requirements and Timeframes**

- 8.1 The Licensee shall cover a service area of at least 60% of the aggregate land area of the coverage territory.
- 8.2 The Licensee shall honour all commitments made in its application to the call for applications for pan-European systems providing MSS (2008/C 201/03) dated 7 August 2008 or during the comparative selective procedure referred to in Articles 4 and 6 of Decision 626/2008/EC respectively.

## **Article 9. Information**

- 9.1 The Licensee shall facilitate and ensure access to any information that the Authority may, in accordance with its functions at law, request.
- 9.2 The Licensee shall provide to this Authority a report detailing the status of development of the MSS by not later than 31 May of each year.
- 9.3 The Licensee shall promptly provide the Authority, in such a manner and at such times as the Authority may reasonably request, any information related to the use of the Radio Frequency Spectrum assigned to the Licensee, or any other information that the Authority considers necessary to ensure compliance with this Licence and, or with the provisions of any law, or for statistical purposes.
- 9.4 The Authority may impose objectively justified, non-discriminatory, proportionate and transparent obligations to ensure communications between emergency services and authorities during major disasters, in accordance with Community law, including Directive 2002/20/EC.
- 9.5 The Licensee shall promptly inform the Authority of any failure of the system providing MSS.

## **Article 10. Other Conditions**

- 10.1 The Licensee undertakes to comply with the conditions of the MSS Regulations.
- 10.2 The Licensee shall furthermore comply with:
  - a) all laws;
  - b) any orders, decisions or other directives, however so described, of the Authority; and
  - c) all the articles of this Licence.
- 10.3 Nothing in this Licence shall absolve the Licensee from any legal requirement to obtain any other permissions, authorisations or licences, however so described, as may be necessary for the provision of the service and for the exercise of its rights and the discharge of its obligations under this Licence:

Provided that failure on the part of the Licensee to comply with any other requirements shall not exempt the Licensee from any failure to discharge its obligations under this Licence:

Provided further that the Licensee shall be solely responsible for all costs, expenses and other commitments, however so described, whether financial or otherwise, in respect of the Licence and the provision of the service, and the Authority shall bear no responsibility for any such costs, expenses or commitments.

## **Article 11. Termination**

- 11.1 Without prejudice to any other measures, including the imposition of administrative fines, that may be taken at law for the non-observance of the conditions of this Licence, the right of use of the Radio Frequency Spectrum may be withdrawn by the Authority if any of the conditions laid down at law, in the Decision 2009/449/EC, or in any section of this Licence are not observed.
- 11.2 The right of use of the Radio Frequency Spectrum shall automatically be terminated with immediate effect and returned by the Licensee to the Authority, in any of the following cases:
- a. upon the expiration of the term of the Licence;
  - b. upon revocation of this Licence in accordance with the articles of this Licence and/or of any applicable law or decision;
  - c. upon insolvency, liquidation or bankruptcy of the Licensee; or
  - d. upon the winding up or dissolution of the Licensee.

## **Article 12. Rights and Remedies of the Authority**

- 12.1 In addition to its power to terminate this Licence in accordance with Article 11 above, the Authority may impose administrative fines in accordance with the applicable provisions at law, on the Licensee for any non-compliance with the conditions of this Licence.
- 12.2 The Authority may add to, or amend or revoke any of the terms and conditions of this Licence when such additions or amendments are necessary to ensure compliance with the Act or any other national or Community law:

Provided that the Authority shall not be held responsible in any manner whatsoever for any damages suffered or expenses incurred by the Licensee as a result of any amendment of the terms or conditions of this Licence:

Provided further that the Authority should inform the Licensee in advance and take into account its views if relevant impact is foreseeable on the Licensee's activities in relation to the provision of MSS and circumstances so permit, granting a reasonable timeframe for the implementation of the relevant additions and, or amendments to the conditions.

## **13. Miscellaneous**

- 13.1 If any article of this Licence is declared to be unenforceable by any court of law or tribunal however so described, such declaration shall have no effect on the enforceability of the remaining articles of this Licence, all of which will remain in force until the termination of this Licence.
- 13.2 All the articles under this Licence shall for the purpose of law be considered as decisions imposed by the Authority and any failure to abide with any such articles may, without prejudice to any other measures that the Authority may in accordance

## **Annex I – Description of Radio Frequency Spectrum**

The following is the radio frequency spectrum the right of use of which is being assigned to the Licensee by virtue of this Licence:

*Spectrum for earth-to-space communications:*

**1995 MHz – 2010 MHz**

*Spectrum for space-to-earth communications:*

**2185 MHz – 2200 MHz**

with law take, be sanctioned by the imposition of the appropriate administrative fines in accordance with the applicable provisions at law.

13.3 The Act, any other national laws, Decision 2009/449/EC, directives and decisions however so described shall apply to the Licensee for all purposes and shall form an integral part of this Licence.

13.4 This Licence does not grant to the Licensee any right of use of radio frequency spectrum for the provision of CGCs which will be authorised in a separate licence.



Ing. Helga Pizzuto  
Chief of Spectrum Management & Technology