



**TELECOMMUNICATIONS REGULATORY COMMISSION  
RADIO FREQUENCY AUTHORISATION**

Authorisation Number [XXX]/ [XXX] 2018

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The Telecommunications Regulatory Commission (the *Commission*) **HEREBY ISSUES** this Frequency Authorisation to **NAME OF COMPANY** (the *Authorisation Holder*) for the use of the spectrum contained in the assigned frequency band in the Virgin Islands in accordance with the Telecommunications Act, 2006 (the *Act*) and subject to the terms and conditions herein.

**1. Terms and Conditions**

**1.1. Interpretation**

1.1.1 In this Frequency Authorisation, unless indicated otherwise, the following words shall have the following meanings:

- a. “assigned frequency band” means the frequencies authorized by the Commission for use by the Authorisation Holder under this Frequency Authorisation as identified in Schedule A hereto.
- b. “Date of Issue” means the date of issue hereinabove written.
- c. “Date of Expiration” means the date of expiration hereinabove written.
- d. “facilities” means particular poles, masts, towers, roof-tops and other similar apparatus, power supply and back-up power supply, inclusive of buildings, which are used to host the equipment used by the Authorisation Holder to facilitate operations on the assigned frequency band.

- e. “Fixed Wireless Access (FWA)” is a wireless access application in which the location of the end-user termination and the network access point to be connected to the end-user are fixed, whereby wireless access has been defined by the International Telecommunications Union (ITU) as end-user radio connection(s) to core networks, see Recommendation ITU-R F.1399.
  - f. “FWA Telecommunications Services” means telecommunications services delivered through a FWA network. These include broadband, television and voice services.
- 1.2. Except as specified in 1.1.1 above, the words and expressions used herein shall have the meanings given in the Act.
- 1.3. References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

## **2. General Conditions**

### **2.1. Regulatory Framework and Applicable Laws**

- 2.1.1 The Authorisation Holder shall comply with the provisions of the Act in the operation or use of the assigned frequency band. The terms and conditions of this Frequency Authorisation shall be subject to the provisions of the Act.
- 2.1.2 The Authorisation Holder shall comply with all Regulations, with the Telecommunications Code, the terms and conditions of its licence, any lawful instructions from the Commission and all other instruments made under the Act and all relevant laws in force from time to time in the Virgin Islands.
- 2.1.3 The Authorisation Holder shall comply with any lawful directive issued by the Commission or any other person so duly authorised under the Act.
- 2.1.4 The Authorisation Holder shall at all times strictly comply with the terms of any Undertakings agreed between the Commission and the Authorisation Holder.
- 2.1.5 The Authorisation holder shall comply with section 42 of the Act in relation to the sale or provision of Terminal Equipment and Technical Standards.
- 2.1.6 The terms and conditions of this Frequency Authorisation shall be construed in accordance with the Laws of the Virgin Islands.

### **2.2. Term**

- 2.2.1 This Frequency Authorisation shall take effect from the Date of Issue and shall expire on the Date of Expiration (the *Term*).
- 2.2.2 The Commission alone shall determine whether, upon expiration of the Term, this Frequency Authorisation shall be renewed. In deciding whether to renew this Frequency Authorisation, the Commission shall take into account:
  - a. the conduct of the Authorisation Holder during the Term or during the term of any licence granted by the Commission to the Authorisation Holder; and

- b. whether the Authorisation Holder failed to comply materially with the Act, with the Telecommunications Code, with the terms of this Frequency Authorisation, its licence, any instructions from the Commission and with any lawful directive of the Commission.
- 2.2.3 In case it renews this Frequency Authorisation, the Commission reserves the right to change the Terms and Conditions thereof.
- 2.2.4 This Frequency Authorisation shall terminate in the event the Authorisation Holder ceases to hold, for whatever reason, a licence for the operation of a telecommunications network providing services in the Virgin Islands.
- 2.2.5 This Frequency Authorisation shall terminate in the event another FWA spectrum Authorisation Holder has gained a material interest or decision-making power in the Authorisation Holder or Affiliate of the Authorisation Holder.
- 2.2.6 This Frequency Authorisation shall terminate in the event the Authorisation Holder is underutilizing or not utilizing the spectrum in line with the terms of this Frequency Authorisation.

### **2.3. Payment of Fees**

- 2.3.1 The Authorisation Holder shall pay to the Commission annual fees of US [XXXXXX] per MHz of the total frequency spectrum assigned as defined in Schedule A. Annual fees will be payable in advance and the first payment of such fees shall be due upon grant of this Frequency Authorisation.
- 2.3.2 The Authorisation Holder shall pay to the Commission such fees applicable to the use of the assigned frequency band as the Commission may determine from time to time in accordance with the Act, Regulations, Telecommunications Code and the Authorisation Holder's Unitary Licence inclusive of application fees.
- 2.3.3 Subject to Regulations, fees payable by the Authorisation Holder under Article 2.3.1 above shall be payable from the Date of Issue.

### **2.4. Requirement to Furnish Information to the Commission**

- 2.4.1 The Authorisation Holder shall provide the Commission with contact details of its FWA service customers and information on the FWA services provided to the FWA service customers in such manner and at such times as the Commission may request.
- 2.4.2 The Authorisation Holder shall provide the Commission with information on the actual quality of its services provided to its FWA service customers in such manner and at such times as the Commission may request.
- 2.4.3 Without prejudice to the obligation of the Authorisation Holder to provide specific information to the Commission under the terms of this Frequency Authorisation, the Authorisation Holder shall provide the Commission with

such information in such manner and at such times as the Commission may request in accordance with the Act.

## **2.5. Remedies for Non-Compliance**

- 2.5.1 Without prejudice to any other right of action available to the Commission under the terms of this Frequency Authorisation or under any other law or regulation, the Commission may take such action as it considers appropriate under the Act for a breach of any condition of this Frequency Authorisation.
- 2.5.2 If in the opinion of the Commission, the Authorisation Holder has engaged in any conduct identified in section 75(1) of the Act, the Commission may exercise such enforcement powers against the Authorisation Holder under section 75(2) of the Act.
- 2.5.3 The Commission may suspend or terminate the Frequency Authorisation in accordance with section 76 of the Act.

## **2.6. Force Majeure**

- 2.6.1 The Authorisation Holder shall not be held liable for failure to comply with its obligations under this Frequency Authorisation to the extent that the Commission is satisfied that such failure was directly attributed to an act of force majeure provided that the Authorisation Holder shall use all reasonable endeavours to resume performance of its obligations as soon as the effect of the event of force majeure ceases or abates. For the avoidance of doubt, there are no circumstances in which failure to pay fees due hereunder will be attributed to an act of force majeure.
- 2.6.2 The Authorisation Holder may during a period of emergency in which public services are disrupted due to an act of force majeure,
  - 2.6.2.1. use the assigned frequency band for emergency communications and in a manner other than as specified in this Frequency Authorisation; and
  - 2.6.2.2. at request of the government make available its facilities and/or telecommunications equipment and/or spectrum

provided that such use is notified to the Commission, only persists during the declared period of emergency and is discontinued when it is possible to resume normal telecommunications services or until such special use of the assigned frequency bands is terminated by the Governor. The Authorisation Holder shall keep the Commission informed throughout the period of use and notify the Commission when such use is discontinued.

- 2.6.3 The Authorisation Holder shall comply with all relevant laws and regulation that may come into effect in the Virgin Islands in relation to disaster management or otherwise.

## **2.7. National Security**

- 2.7.1 The Authorisation Holder shall, upon request by the Governor or otherwise in accordance with any relevant law, co-operate with the Governor or other official agency duly authorised by the Governor to the extent required in matters of law enforcement, public emergency or national security.
- 2.7.2 The Authorisation Holder shall make available to the Government, as authorised by the Governor, its facilities and or telecommunications equipment and/or spectrum for such purposes as may be required under section 89 of the Act when a period of public emergency, as referred to in section 89 of the Act, has been declared.

## **2.8. Amendment**

- 2.8.1 This Frequency Authorisation may be amended by the Commission and otherwise in accordance with section 23 of the Act:
- 2.8.1.1. due to the effect of an act of force majeure, national security considerations, changes in national legislation or, subject to section 86 of the Act, the need to implement international obligations; or
- 2.8.1.2. if the Commission, taking into account the public interest, otherwise deems it necessary to achieve the purposes of the Act.

## **2.9. Assignment or Transfer**

- 2.9.1 The Authorisation Holder shall not, without the prior written approval of the Commission, such approval not to be unreasonable withheld transfer, assign or otherwise part with this Frequency Authorisation or any permission, right, obligation or benefit granted under this Frequency Authorisation
- 2.9.2 Subject to section 20 of the Act, the Authorisation Holder shall not, without the prior written approval of the Commission, such approval not to be unreasonable withheld, enter into any agreement or other arrangement the effect or the purported effect of which would be to permit a person to acquire a significant interest in the Authorisation Holder, unless expressly provided for in any amendments or additions to the Act or any Code or Regulations

## **2.10. International Obligations**

- 2.10.1 The Authorisation Holder shall comply with such Regulations of the ITU as the Commission may adopt from time to time and shall observe such international obligations that may be applicable to the Virgin Islands.

## **2.11. Termination and Suspension**

2.11.1 This Frequency Authorisation may be terminated or suspended in accordance with the terms of this Frequency Authorisation or the Act.

## **2.12. Service of Notices**

2.12.1 Any notice required to be given by the Commission to the Authorisation Holder under this Frequency Authorisation shall be in writing and shall be deemed to have been given if sent by hand or post or by facsimile (in the case of facsimile when proof of transmission is received) to the Authorisation Holder's address in the Territory, as indicated in the Authorisation Holder's application for a frequency authorisation or any other address of which the Authorisation Holder might have provided notice to the Commission from time to time.

2.12.2 Any notice required to be given by the Authorisation Holder to the Commission under this Frequency Authorisation shall be in writing and shall be deemed to have been given if hand delivered to the Commission's principal place of business in the Territory.

## **3. Conditions Specific to the Use of the Assigned Frequency Band**

### **3.1. Use of Spectrum**

3.1.1 The Authorisation Holder shall use the assigned frequency band for the delivery of Fixed Wireless Access LTE-TDD Services within the Territory of the Virgin Islands to the extent as may be technically possible without causing harmful interference to the telecommunications network of another operator nor to telecommunications networks in neighbouring countries. The Authorisation Holder shall not use the assigned frequency band for any other purpose without the prior written approval of the Commission and in any event shall not use the assigned frequency band for any purpose other than to operate a telecommunications network and or to provide a telecommunications service in the Territory of the Virgin Islands.

3.1.2 The Authorisation Holder shall comply with the terms and conditions of this Frequency Authorisation and the Schedules hereto which include agreed Minimum Service Requirements, a Network Deployment Plan, and a Disaster Preparedness and Response Program and Business Continuity Plan.

3.1.3 The Authorisation Holder shall ensure that telecommunications services are provided within the Territory of the Virgin Islands to at least the Minimum Service Requirements defined in Schedule B, the Network Deployment Plan in Schedule C, and the Disaster Preparedness and Response Program Business Continuity Plan defined in Schedule F.

3.1.4 The Authorisation Holder shall ensure that its use of the assigned frequency band does not cause harmful interference to any other

authorised user of the spectrum unless and to the extent provided for under the Act, in accordance with Regulations or with the Telecommunications Code and or in accordance with international recommendations and standards recognised by the ITU.

- 3.1.5 The Authorisation Holder shall ensure that its use of the assigned frequency band does not cause danger to the public.
- 3.1.6 The Authorisation Holder shall, when using the assigned frequency band, take proper and adequate measures to safeguard life, property and the environment, including safeguarding against exposure to any electrical or radiation hazard emanating from any equipment used by the Authorisation Holder.
- 3.1.7 The Authorisation Holder shall ensure that any radio communications service or radio transmitting equipment operated on the assigned frequency band or otherwise with the use of the spectrum is in compliance with such emission standards and technical specifications that may be published by the Commission from time to time.
- 3.1.8 The Authorisation Holder shall, in accordance with instructions issued by the Commission from time to time, co-operate with the Commission in its co-ordination and management of the efficient use of the spectrum as a public resource and shall provide any assistance reasonably requested by the Commission for this purpose. Such assistance shall include realignment of authorised spectrum within a frequency band for the purpose of ensuring contiguous spectrum for all Authorisation Holders using that frequency band.
- 3.1.9 Subject to Article 3.2 below, the Authorisation Holder shall, in accordance with the Act and with any other applicable law, obtain all required approvals and rights of access for access to lands and or for the construction or erection of the facilities or of any equipment or other installation in relation to the use of the assigned frequency band.
- 3.1.10 The Authorisation Holder shall retain accurate and up-to-date detailed records of the operation of a telecommunications network or the provision of a telecommunications service on the assigned frequency band and shall make such information available to the Commission promptly upon request and without charge to the Commission in accordance with the Act.
- 3.1.11 Without prejudice to the provisions of the Act, the Authorisation Holder shall allow the Commission upon receiving reasonable prior notice to inspect the facilities, inclusive of the Authorisation Holder's equipment and shall provide any related assistance to satisfy the Commission that the Authorisation Holder is in compliance with the terms and conditions of this Frequency Authorisation.
- 3.1.12 The Authorisation Holder shall not significantly change the location, or any technical parameter of any transmitter used on the assigned frequency band without the prior approval of the Commission.

### **3.2. Construction of Sites**

- 3.2.1 The Authorisation Holder shall ensure that the facilities:
- a. are used, to the maximum possible extent, on a shared basis with other users of the spectrum, licensees and public utilities. To the extent that it is not considered feasible to use the existing facilities and utility installations, the Authorisation Holder shall submit such proof to the Commission as the Commission considers appropriate;
  - b. are designed and constructed in such a way that they blend in with the surrounding physical environment to the maximum possible extent and to the satisfaction of the Commission.
  - c. are designed, constructed and maintained in such a way that they either can withstand a hurricane of Category 5, as defined by the Saffir–Simpson hurricane wind scale (SSHWS) or be restored as expeditiously as possible, and in any event, no later than five (5) calendar days after any hurricane has passed the Territory.
- 3.2.2 Except where the Commission exempts a specific type of facility from the requirements of Article 3.2.1 above, the Authorisation Holder, shall satisfy the Commission that the facilities, inclusive of the equipment hosted therein will comply with such requirements.
- 3.2.3 The Commission may recommend changes to the design, structure or any other aspect of the facilities to ensure that the Authorisation Holder complies with the requirements of Article 3.2.1(a), (b) and (c).

### **3.3. Maintenance of Technical Records**

- 3.3.1 The Authorisation Holder shall maintain accurate, up to date and detailed technical data in relation to the use of the assigned frequency band authorised by this Frequency Authorisation as follows:
- 3.3.1.1. A plan for the use of the assigned frequency band identifying:
    - 3.3.1.1.1. The name of each cell site used in relation to the assigned frequency band;
    - 3.3.1.1.2. Information in relation to the size of the guard bands;
    - 3.3.1.1.3. A channelization plan identifying the channels used on the assigned frequency band.
  - 3.3.1.2. Specifications of the telecommunications equipment, including each antenna, used in the operation of the FWA network or in the provision of any services on the assigned frequency band and equipment for power supply and back-up power supply;
  - 3.3.1.3. The geographic coverage area;
  - 3.3.1.4. The effective radiated power (ERP) and the radiated pattern of each antenna;
  - 3.3.1.5. An overview of each FWA site including geographical location coordinates in latitude and longitude to at least one meter resolution;



- 3.3.1.6. The height of each antenna above ground level, and boresight bearing east of true north (if applicable); and
- 3.3.1.7. The ITU emission designation.
- 3.3.2 The Authorisation Holder shall, subject to section 70 of the Act, provide the Commission with the records referred to in 3.3.1 above on a quarterly basis during the first eighteen (18) months of its Term and thereafter upon request by the Commission, in such form as might be specified by the Commission from time to time.
- 3.3.3 The Authorisation Holder shall notify the Commission of any proposed material changes to its radio communication service, radio transmitting equipment and facilities, and shall provide the Commission with such information as the Commission shall reasonably require for the purpose of assessing the effect of such changes.
- 3.4. Enforcement**
- 3.4.1 The Commission may take such enforcement action against the Authorisation Holder as it considers appropriate and or suspend or terminate this Frequency Authorisation in accordance with the Act.

By:  
**GUY LESTER MALONE**  
Chief Executive Officer  
For and on behalf of:  
**THE TELECOMMUNICATIONS  
REGULATORY COMMISSION**

By:  
[NAME]  
[title]  
For and on behalf of:  
[COMPANY]

**SCHEDULE A**  
**The Frequency Band**

The Commission hereby assigns to the Authorisation Holder the following frequency band for the operation of a telecommunications network and the provision of telecommunications services subject to the terms and conditions of this Frequency Authorisation:

<b>Band</b>	<b>Lower bound</b>	<b>Upper bound</b>
<b>XX MHz</b>	<b>XXX MHz</b>	<b>XXXMHz</b>

The total frequency spectrum assigned under this authorisation is **XXX** MHz.

**SCHEDULE B**  
**Minimum Service Requirements**

The Authorisation Holder shall provide services in the Virgin Islands using frequencies within the frequency range defined in Schedule A and shall ensure that the following minimum service requirements are attained:

1. The minimum service requirements defined in this Schedule shall be met using the frequency band specified in Schedule A.
2. The Authorisation Holder shall provide, and thereafter maintain, a FWA telecommunications network that is capable of providing FWA telecommunications services to 100% of the premises on the islands of Tortola, Anegada, Jost Van Dyke and Virgin Gorda at request of an end user with the following minimum characteristics:
  - a. Within six (6) months after the issuance of this Frequency Authorisation a guaranteed minimum download speed of **[XX]** Mbps, a guaranteed minimum upload speed of **[XX]** Mbps, a monthly data allowance of at least **[XX]** GB for a maximum monthly charge of USD 90 (excluding any equipment rental charges)<sup>1</sup>;
  - b. Within twelve (12) months after the issuance of this Frequency Authorisation a guaranteed minimum download speed of **[XX]** Mbps, a guaranteed minimum upload speed of **[XX]** Mbps, a monthly data allowance of at least **[XX]** GB for a maximum monthly charge of USD 90 (excluding any equipment rental charges);
  - c. Within eighteen (18) months after the issuance of this Frequency Authorisation a guaranteed minimum download speed of **[XX]** Mbps, a guaranteed minimum upload speed of **[XX]** Mbps, a monthly data allowance of at least **[XX]** GB for a maximum monthly charge of USD 90 (excluding any equipment rental charges);

The table below summarizes the information stated in a), b) and c) above:

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<sup>1</sup> The Commission may revised the level of the monthly price requirement over the course of the licence term.

Time after issuance of Frequency Authorisation	Entry level package			
	Minimum speed		Monthly data allowance	Monthly price
	Download	Upload		
6 months	XXX Mbps	XXX Mbps	XXX GB	USD 90 or less
12 months	XXX Mbps	XXX Mbps	XXX GB	USD 90 or less
18 months	XXX Mbps	XXX Mbps	XXX GB	USD 90 or less

- d. A maximum round-trip latency of 100 milliseconds
  - e. A maximum average package loss of 3%.
  - f. A Fault Recovery Rate, as defined in the unitary licence of 90% within 24 hours and of 95% within 72 hours for every day of the year during the term of the Frequency Authorisation.
3. The Authorisation Holder has to provide the relevant FWA telecommunications services as defined in the points a, b, c and d above to the end user no later than 5 working days from receipt of a request from the end user.
  4. The Authorisation Holder shall maintain accurate, up to date and detailed data on the quality of services provided to each end user.
  5. The Commission may assess the Authorisation Holder’s compliance with this Schedule by assessing the Network Deployment Plan submitted by the Authorisation Holder with its application for a Frequency Authorisation, the data on the quality of services collected by the Authorisation Holder as mention in section 4 above and by regular quality of service and/or network audits.
  6. The Authorisation Holder shall deploy, and thereafter, maintain its network, incorporating at a minimum, the cell sites with the configuration defined in the Network Deployment Plan.
  7. The Network Deployment Plan may only be varied with the written approval of the Commission, such approval not to be unreasonably withheld. Such approval will only be granted where the proposed changes are capable of meeting the minimum service requirements defined in this Schedule.
  8. In this Schedule:
    - a) “premises” mean dwellings, businesses, offices, public buildings, schools on the islands of Tortola, Anegada, Jost Van Dyke and Virgin Gorda,
    - b) “Network Deployment Plan” means a document which defines urban and rural link budgets based on the TDD LTE technology to be deployed, coverage maps produced using industry recognised propagation analysis software and a list of cell sites including the information defined in paragraph 3.3.1 of this Frequency Authorisation.

**SCHEDULE C**  
**Network Deployment Plan**

The Authorisation Holder shall deploy, and thereafter maintain, its network incorporating as a minimum the cell sites with the configuration defined in this Schedule. This Network Deployment Plan may only be varied with the written approval of the Commission, and such approval is not to be unreasonably withheld or delayed. Such approval will only be granted where the proposed changes are capable of meeting the minimum service requirements.

Cell sites shall be installed as defined in Table C.1 within six (6) months from the Date of Issue, in Table C.2 within 12 months from the Date of Issue and in Table C.3 within 18 months of the Date of Issue.

**Table C.1: Cell sites in the Network Deployment Plan to be constructed within 6 months.**

Name	Coordinates (degrees)		Azimuth in degrees	Antenna height (m AGL)	Channel power in dBm
	Latitude	Longitude			

**Table C.2: Cell sites in the Network Deployment Plan to be constructed within 12 months.**

Name	Coordinates (degrees)		Azimuth in degrees	Antenna height (m AGL)	Channel power in dBm
	Latitude	Longitude			

**Table C.3: Cell sites in the Network Deployment Plan to be constructed within 18 months.**

Name	Coordinates (degrees)		Azimuth in degrees	Antenna height (m AGL)	Channel power in dBm
	Latitude	Longitude			

**SCHEDULE D**  
**Performance Guarantees**

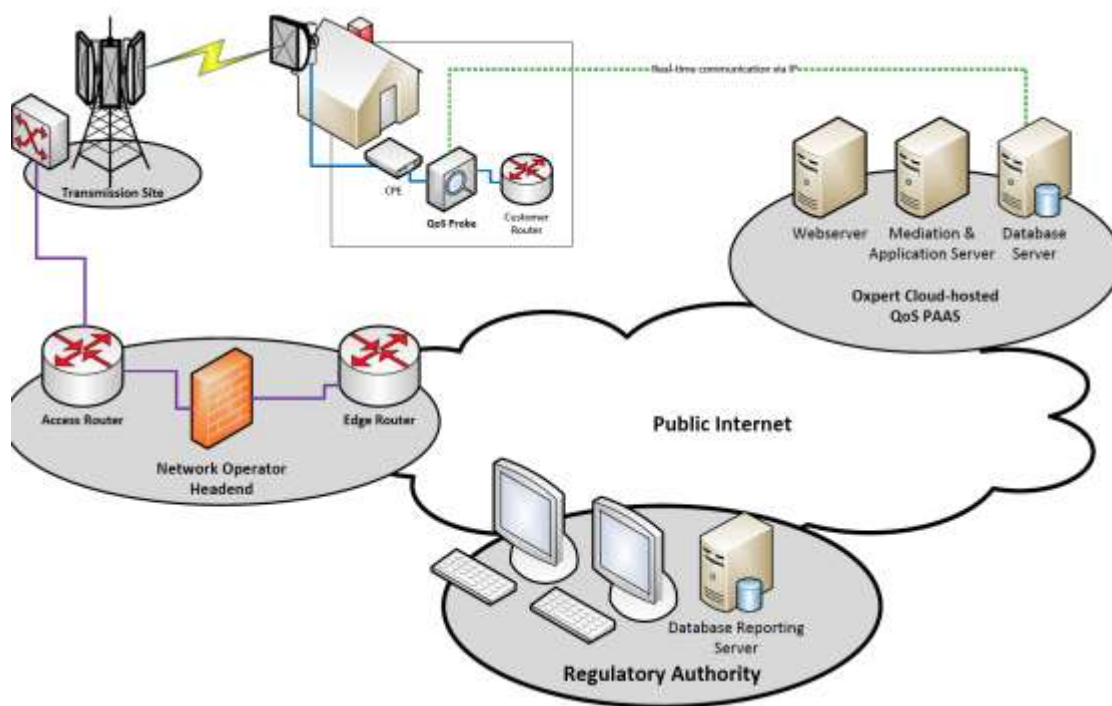
The Authorisation Holder shall maintain performance bonds as listed below.

The Authorisation Holder agrees to post the performance guarantee of up to USD 300,000 for the minimum service commitments.

The release of the performance bond will then be linked to the three minimum service commitment milestones. In particular:

1. First quality of service audit. This will be conducted after six months of issuing the frequency authorisation with the aim to measure compliance with the six month minimum service commitments. In case of full compliance by the relevant service provider, 25% of its total performance bond value will be released.
2. Second quality of service audit. This will be conducted after 12 months of issuing the frequency authorisation with the aim to measure compliance with the 12 month minimum service commitments. In case of full compliance by the relevant service provider, 35% of its total performance bond value will be released.
3. Third quality of service audit. This will be conducted after 18 months of issuing the frequency authorisation with the aim to measure compliance with the 18 months minimum service commitments. In case of full compliance by the relevant service provider, 40% of its total performance bond value will be released.

TRC will conduct the quality of service measurements with probes placed at the end-users' premises, as set out in the schedule below:



In the event of not fulfilling one or more of the minimum service or quality of service requirements, the Commission has the right to draw down part of the performance bond sum according to the following table.

**First quality of service audit (6 months milestone)**

Quality of service parameter	Commit Target	Results	Weighting of total performance guarantee
DL/UL 6 months in Mbps	XX / XX	< 95% of measurements	13.75%
Latency in msec	<100 msec	< 95% of measurements	6.25%
Packet loss	< 3%	< 95% of measurements	2.50%

Fault recovery rate 24 hours	90%	< 90% of failures	1.25%
Fault recovery rate 72 hours	95%	< 95% of failures	1.25%

### Second quality of service audit (12 months milestone)

Quality of service parameter	Commit Target	Results	Weighting of total performance guarantee
DL/UL 12 months in Mbps	XX / XX	< 95% of measurements	19.25%
Latency in msec	<100 msec	< 95% of measurements	8.75%
Packet loss	< 3%	< 95% of measurements	3.50%
Fault recovery rate 24 hours	90%	< 90% of failures	1.75%
Fault recovery rate 72 hours	95%	< 95% of failures	1.75%

### Third quality of service audit (18 months milestone)

Quality of service parameter	Commit Target	Results	Weighting of total performance guarantee
DL/UL 18 months in Mbps	XX / XX	< 95% of measurements	22.00%
Latency in msec	<100 msec	< 95% of measurements	10.00%
Packet loss	< 3%	< 95% of measurements	4.00%
Fault recovery rate 24 hours	90%	< 90% of failures	2.00%
Fault recovery rate 72 hours	95%	< 95% of failures	2.00%

## SCHEDULE E

### Penalties

After the initial 18 months of the Date of Issue until the Expiry Date of the Frequency Authorisation, the Commission will conduct quarterly quality of service measurements, in line with the quality of service measurements set out in Schedule B.

The penalties in case of non-compliance with the quality of service requirements as stated in Schedule B are as follows:

Quality of service parameter	Target	Result	Penalty	Remarks
DL/UL in Mbps	XX / XX	> 95% of measurements	\$4,000	For each 1 percent points below target
Latency in msec	<100 msec	> 95% of measurements	\$1,000	For each 1 percent points below target
Packet loss	< 3%	> 95% of measurements	\$1,000	For each 1 percent points below target
Fault recovery rate 24 hours	90%	> 90% of failures	\$1,000	For each 1 percent points below target
Fault recovery rate 72 hours	95%	> 95% of failures	\$1,000	For each 1 percent points below target

## **SCHEDULE F**

### **Disaster Preparedness and Response Strategy and Business Continuity Plan**

The Authorisation Holder shall adhere to its commitments in its Disaster Preparedness and Response Strategy (DPRS) and Business Continuity Plan (BCP) as stated in its application for frequencies in the Spectrum Award 2018 as reproduced below.

[The DPRS and BCP submitted by the licensee will be incorporated here]