
GENERAL NOTICE

NOTICE 793 OF 2008



INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA)

NOTICE OF INTENTION TO CONVERT THE EXISTING TELECOMMUNICATIONS LICENCES IN TERMS OF SECTION 93 OF THE ELECTRONIC COMMUNICATIONS ACT.

The Independent Communications Authority of South Africa ("the Authority") hereby gives notice that it intends to convert existing Telecommunications licences in terms of Section 93 of the Electronic Communications Act, No 36 of 2005, by granting attached Individual Electronic Communications Services and Electronic Communications Network Service licences where applicable to the existing licensees mentioned in the Schedule.

The Authority invites any interested parties to submit written representations to the attached draft licences on or before 21 July 2008 at 16h00 by fax or email at:

Fax: (011) 566 3184 or (011) 566 3188

Email: bmkhize@icasa.org.za and copy bpaxinos@icasa.org.za

Or

Hand delivered at Block D, Pinmill Farm, 164 Katherine Street, Sandton.

**PARIS MASHILE
CHAIRPERSON
ICASA**



Independent Communications Authority of South Africa

DRAFT INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No. []

GRANTED

TO

TELKOM SA LTD

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson

1. LICENSEE

The Licence is issued to:

- | | |
|---|---|
| 1.1 Name of Company/Entity: | Telkom SA Ltd
Government of RSA (38.8%) |
| 1.2 Shareholders (where applicable): | The Public Investment Corporation (13.3%)
Newshelf (5.7%)
(licensee to provide further details) |
| 1.3. Ownership held by persons from historically disadvantaged groups (where applicable): | Newshelf (5.7%)
(licensee to provide further details) |

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

- | | |
|---------------|--|
| 2.1.1. Name: | Andrew Barendse |
| 2.1.2. Tel: | 012 311 3598 |
| 2.1.3. Fax: | 012 311 2546 |
| 2.1.4. Cell: | 079 517 5557 |
| 2.1.5. Email: | barenaj1@telkom.co.za |

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- | | |
|----------------------|------------------------|
| 3.1. Postal Address: | 3.2. Physical Address: |
| PO Box 447 | Telkom Towers |
| Pretoria | 152 Proes Street |
| 0001 | Pretoria |
| | 0002 |

SCHEDULE**1. Name of the Service:**

Telkom

2. Geographic Coverage:

National

3. Range of Numbers from the national numbering plan:

087 200 0000 to 087 249 9999

4. Obligations

4.1 For the purposes of this clause Basic Services shall mean:

- (i) an electronic communication service comprising technical features which are the minimum necessary to allow the establishment of a voice grade telephony channel between two items of subscriber equipment connected to any electronic communication network;
- (ii) the installation and connection of subscriber equipment capable of making use of these Basic Services; and
- (iii) the maintenance and repair of subscriber equipment supplied by the Licensee.

4.2 The Licensee shall provide Basic Services to any person in the Republic who requests such services.

4.3 Clause 4.1(ii) shall not apply in instances where it would be unduly burdensome for the Licensee to provide the requested services in a particular instance.

4.4 For the purposes of this clause

4.4.1. public pay-phone shall mean apparatus (including any Kiosk, booth, acoustic hood, shelter or similar structure in which that apparatus may be installed) at which public pay-phone services are made available to the public or segments of the public, and which contains a device to accept payment for those services,

4.4.2. Public Pay-Phone Service shall mean:

- (i) the installation, maintenance and repair of public phones; and
- (ii) the conveyance of voice telephony messages to and from public pay-phones; and
- (iii) the provision of directory information services from public pay-phones

5. The Licensee may withdraw, or permit to be withdrawn from service permanently or for any period in excess of 45 (forty five) days, any one of its public pay-phones permanently deployed and operational as part of its Public Pay-Phone Service as at the date of issue of this Licence, only where:
- (i) all of the following conditions have been complied with:
 - i. revenues from any such public pay-phone in any consecutive 12 (twelve) month period have fallen below the Licensee's fully allocated cost of operating such public phone;
 - ii. the Licensee has prominently posted a notice on such public pay-phone specifying the intention to withdraw that specific public pay-phone from service in its current location, the reasons for such prospective withdrawal from service, and providing the mailing address of the Licensee's office where representations and objections to the Licensee's proposed withdrawal may be made and the time period for making such representations;
 - iii. the Licensee has sent to the local authority for the area in which the specific public pay-phone proposed to be withdrawn from service is located, a copy of the notice specified in sub-clause (ii);
 - iv. the Licensee has provided the Authority with a copy of this notice, together with copies of any representations and objections received, as well as Licensee's conclusions and comments with respect thereto; and
 - v. 30 (thirty) days have elapsed from the date of delivery of the written explanation referred to in clause 5(i)ii to the Authority without objection thereto by the Authority having been received by the Licensee;
 - (ii) the Licensee has agreed with the Authority to provide, or has provided, evidence that another Licensee is providing public pay-phones located near to, and readily accessible from the place from which the public phone to be withdrawn from service is presently located;
 - (iii) the Authority, including the owner of the premises at which a public pay-phone is provided or any other person with lawful authority requires the Licensee to remove such public pay-phone from its present location; or
 - (iv) the Authority agrees, having been provided with a written explanation by the Licensee that the operation and maintenance of the public pay-phone in a particular location is unduly burdensome to the Licensee or is otherwise no longer necessary.

6. Directories and Directory Enquiry Services:

For purposes of this clause:

- (i) "Directory" shall mean:
 - i. a listing (which may be made available in separate parts and through different media) of subscribers of the Licensee, generally arranged in alphabetical order with reference to the names and subscriber numbers of such subscribers. The listing includes each subscriber other than subscribers who have specifically asked not to be included.
 - ii. a listing, in a form to be agreed upon between the Authority and the Licensee, of national, provincial and local governmental authorities, institutions and offices.
- (ii) "Directory Enquiry Services" shall mean the provision or making available of a service whereby callers, including callers from the Licensee's public pay-phones, may receive information concerning:
 - i. the phone numbers of the subscribers listed in the Licensee's Directories; and
 - ii. national, provincial and local governmental authorities, institutions and offices as specified in sub-clause 6(i)ii.
- (iii) The Licensee shall provide or make available, free of charge, Directories to its subscribers, provided that the Licensee may charge any person for advertising placed by them in Directories and for providing enhanced Directory listings.
- (iv) The Licensee shall at reasonable charges provide Directory Enquiry Services to subscribers, except that these services shall be made available without a charge to callers from the Licensee's public pay-phones.
- (v) The Authority or a national directory information database provider shall liaise with the Licensee and the governmental entities referred to in sub-clause 6(i)ii so that the Licensee is provided with the information necessary to compile and update the listing referred to in that sub-clause on a regular basis.

7. Maritime emergencies

- (i) The Licensee shall, on request of the South African signatory for the time being of the international convention for the Safety of Life at Sea (the "SOLAS Signatory"), enter into an agreement annually with the SOLAS Signatory to provide distress, emergency and safety services for shipping, in accordance with the Radio Regulations of the ITU to the extent that the SOLAS Signatory pays the Licensee's reasonable costs in providing those services, in terms of this annual agreement.

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No.

GRANTED

TO

Cell C (Pty) Ltd

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company/Entity: Cell-C (Pty) Ltd
- 1.2 Shareholders (where applicable): (licensee to provide details)
- 1.3. Ownership held by persons from historically disadvantaged groups (where applicable):

2. CONTACT DETAILS

- 2.1. The contact person for the Licensee shall be:
- 2.1.1. Name: (licensee to provide details)
- 2.1.2. Tel:
- 2.1.3. Fax:
- 2.1.4. Cell:
- 2.1.5. Email:
- 2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- 3.1. Postal Address: 3.2. Physical Address:
(licensee to provide details)



Independent Communications Authority of South Africa

SCHEDULE

1. Name of the service:

Cell C

2. Geographic Coverage

National

3. Range of numbers from national numbering plan:

4. Obligations

4.1 DIRECTORY ENQUIRY SERVICES:

4.1.1. The Licensee shall provide directory services, inclusive of directory enquiries and printed directories of other subscribers to each of its subscribers on request and with the consent of such other subscribers, without charges to that subscriber.

4.1.2. These directory enquiry services may be provided either by means of a live voice operator, direct on-line access via the Internet, or a combination of these means.

5. RESTRICTIONS ON DIRECTORSHIPS:

Persons from historically disadvantaged groups shall be entitled to appoint at least 25% (twenty five percent) of the members of the Licensee's board of directors.



Independent Communications Authority of South Africa

6. EMPLOYMENT EQUITY, HUMAN RESOURCE DEVELOPMENT AND TRAINING:

- 6.1.1. Reports pertaining to Employment submitted by the Licensee to the Department of Labour shall be submitted in the format stipulated by the Authority
- 6.1.2. The Licensee shall participate in the development of the electronic communications services by supporting,
- (i) independent contractors from historically disadvantaged groups; and
 - (ii) industry development initiatives.

7. RESIDUAL LICENCE FEE

- 7.1.1. The Licensee shall remain under the obligation to pay the remainder of the existing licence fees. **(in accordance with the agreement to be confirmed by the Authority).**
- 7.1.2. Should the Licensee fail to make payments of any amounts due under sub-clause 7.1 on the due date for payment thereof, interest at the then-current prime rate of interest as published by the South African Reserve Bank shall accrue from the due date of the payment concerned until the date of actual payment. (Council to include the agreement between Cell C and ICASA).



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No.

GRANTED

TO

Mobile Telephone Networks (Pty) Ltd

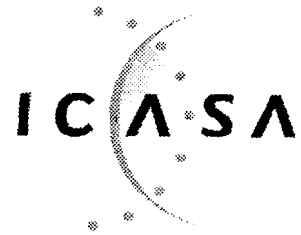
FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson



Independent Communications Authority of South Africa



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company/Entity: Mobile Telephone Networks (Pty) Ltd
- 1.2 Shareholders (where applicable): (licensee to provide details)
- 1.3. Ownership held by persons from historically disadvantaged groups (where applicable):

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

- 2.1.1. Name: (licensee to provide details)
- 2.1.2. Tel:
- 2.1.3. Fax:
- 2.1.4. Cell:
- 2.1.5. Email:

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- 3.1. Postal Address: 3.2. Physical Address:
(licensee to provide details)



Independent Communications Authority of South Africa



Independent Communications Authority of South Africa

SCHEDULE

1. Name of the service

MTN

2 Geographic Coverage

National

3. Range of numbers from the national numbering plan

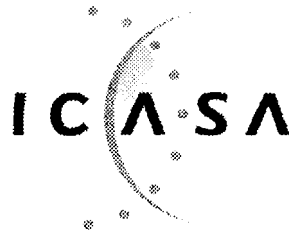
4. Obligations

4.1 Directory Information Obligations

- i. The Licensee shall provide directory services, inclusive of directory enquiries and printed directories of other subscribers to each of its subscribers on request and with the consent of such other subscribers, in return for such charges as may be levied.
- ii. These directory enquiry services may be provided either by means of a live voice operator, direct on-line access via the Internet, or a combination of these means.

4.2 Directory Database Obligations:

- (5) 4.2.1 The Licensee shall provide the name and phone number of each of its subscribers to the national directory information database provider (NDIDP), with the consent of such subscriber.
- 4.2.2 The information provided in accordance with 4.2.1 must be provided to the NDIDP within time frames stipulated by the NDIDP.



Independent Communications Authority of South Africa

4.3 Operator-Assisted Services:

- 4.3.1. The Licensee shall provide operator-assisted services to its subscribers. Such operator-assisted services may either be provided through the agency of live operators, synthesized or recorded speech, or a combination of these. The required operator services must provide any subscriber with assistance relating to the sending or receiving of any message (other than directory enquiry information) and provide information about any aspect of the Licensee's services.
- 4.3.2. The Licensee may recover the reasonable costs incurred in the provision of such operator services from its subscribers.



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No.

GRANTED

TO

Neotel(Pty) Limited

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company/Entity: Neotel (Pty) Limited
- 1.2 Shareholders (where applicable): (licensee to provide details)
- 1.3. Ownership held by persons from historically disadvantaged groups (where applicable): (licensee to provide details)

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

- 2.1.1. Name: (licensee to provide details)
- 2.1.2. Tel:
- 2.1.3. Fax:
- 2.1.4. Cell:
- 2.1.5. Email:

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- 3.1. Postal Address: (licensee to provide details)
- 3.2. Physical Address:

SCHEDULE

1. Name of the service:

Neotel

2. Geographic Coverage

National

3. Range of numbers from the national numbering plan

Licensee to confirm the range of numbers allocated to it.

4. Obligations

4.1. Directory Enquiry Services

- 4.1.2. The Licensee shall make available either printed directories or some form of directory enquiry facility to its subscribers, with the Licensee having discretion as to the choice of these options. Such directories or directory enquiry facility must enable subscribers to access and receive the following information on subscribers of the Licensee's electronic communications services and of the subscribers of other Licensees that make such information available to the Licensee:
- 4.1.2.1. where the Licensee chooses to offer printed directories, these must include the names, pay-phone numbers and addresses of subscribers; and
 - 4.1.2.2. where the Licensee chooses to offer a directory enquiry facility, it must include the names and pay-phone numbers of subscribers; and
- 4.1.3. Where the subscriber has requested in writing that his or her information not be published, the Licensee must not publish such information in directories or offer such information through its directory enquiry facilities.
- 4.1.4. Subscribers of the Licensee's services shall have the right to have their names and pay-phone numbers, and in the case of printed directories also their addresses, made available free of charge by the Licensee. The Licensee shall also make this information available to the national information data base provider.
- 4.1.5. Where an error in the directory data described in the foregoing clauses is brought to the attention of the Licensee, the Licensee shall correct its internal records and accordingly notify other persons who legitimately require them.

4.2 Operator-Assisted Services

The Licensee shall provide subscribers of its ECS with operator assisted services.

5. Residual Licence Fee:

The Licensee remains under an obligation to pay the remainder of the fixed licence fee of 100 Million Rand (R100, 000,000.00) exclusive of VAT, in respect of its former public switched telecommunication service licence, plus interest rate at prime plus one percent.

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No.

GRANTED

TO

Swiftnet (Pty) Ltd

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:

- | | |
|---|---|
| 1.1 Name of Company/Entity: | Swiftnet (Pty) Ltd |
| 1.2 Shareholders (where applicable): | 100% owned by TelkomSA Ltd
(licensee to provide further details) |
| 1.3. Ownership held by persons from historically disadvantaged groups (where applicable): | 100% owned by TelkomSA Ltd
(licensee to provide further details) |

2. CONTACT DETAILS

2.1 The contact person for the Licensee shall be:

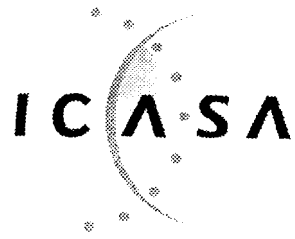
- | | |
|---------------|---------------------|
| 2.1.1. Name: | John Myers |
| 2.1.2. Tel: | 012 643 3934 |
| 2.1.3. Fax: | 086 012 643 3934 |
| 2.1.4. Cell: | 082 375 5003 |
| 2.1.5. Email: | johnm@fastnet.co.za |

2.2 Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- | | |
|----------------------|----------------------------------|
| 3.1. Postal Address: | 3.2. Physical Address: |
| P O Box 10311 | 1 st Floor Karee Wing |
| Centurion | Tuinhoff Building |
| 0046 | 265 West Avenue |



Independent Communications Authority of South Africa

Centurion



Independent Communications Authority of South Africa

SCHEDULE

1. Name of the service:

Swiftnet

2. Geographic Coverage

National

3. Range of numbers from national numbering plan:

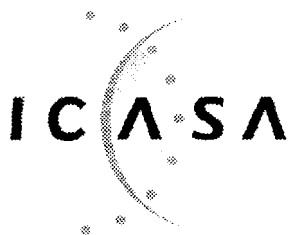
No numbers from the national numbering plan

4. Obligations

4.1 Operator-Assisted Services:

4.1.1 The Licensee shall provide operator-assisted services to its subscribers. Such operator-assisted services may either be provided through the agency of live operators, synthesized or recorded speech, or a combination of these. The required operator services must provide any subscriber with assistance relating to any aspect of the Licensee's services, other than directory enquiry information.

4.2.2 The Licensee may recover the reasonable costs incurred in the provision of such operator services from its subscribers.



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No. [.....]

GRANTED

TO

Sentech Limited

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company/Entity: Sentech Limited
1.2 Shareholders (where applicable) (100%) owned by the state
1.3. Ownership held by persons from historically disadvantaged groups n/a (where applicable):

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

- 2.1.1. Name: (licensee to provide details)
2.1.2. Tel:
2.1.3. Fax:
2.1.4. Cell:
2.1.5. Email:

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- 3.1. Postal Address: (licensee to provide details)
3.2. Physical Address: (licensee to provide details)

SCHEDULE**1. Name of the service**

Sentech

2. Geographic Coverage

National

3. Numbers from the national numbering plan

n/a

4. Obligations**4.1 Residual Initial Licence Fee:**

4.1.1. The Licensee shall remain under the obligation to pay the remainder of the existing licence fees.

4.1.1.1. Five (5) million Rand on or before the 7th of May 2008; and

4.1.1.2. Five (5) million Rand on or before the 7th of May 2009

4.2. Industry Human Resources Training and Skills Development**Obligations:**

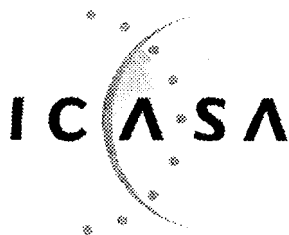
4.2.1. The Licensee shall participate in the development of the electronic communications services sector by,

4.2.1.1. supporting independent contractors from historically disadvantaged groups; and

4.2.1.2. supporting industry development initiatives.

4.2.2. The Licensee is required to ensure that it applies equal opportunity employment and training practice programmes.

(The licensee shall report in a format approved by the Authority



Independent Communications Authority of South Africa

DRAFT INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No. []

GRANTED

TO

WIRELESS BUSSINESS SOLUTIONS

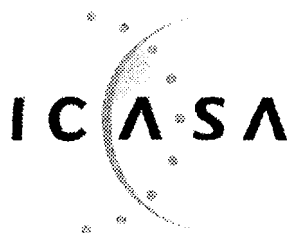
FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:

1.1 Name of Company/Entity:	Wireless Business Solutions (Pty) Ltd
1.2 Shareholders (where applicable):	(licensee to provide full details of shareholding in percentages)
1.3. Ownership held by persons from historically disadvantaged groups (where applicable):	(licensee to provide full details of shareholding in percentages)

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

Name: Mlindi J Kgamede

Tel: 011 676 6313

Fax: 086 503 1905

Cell: 083 262 1901

e-mail: joe.kgamede@iburstgroup.co.za

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:	
3.1. Postal Address:	3.2. Physical Address:
P O Box 651921	iBurst House
Benmore	66 Park Lane



Independent Communications Authority of South Africa

2010	Sandton
	2196



Independent Communications Authority of South Africa

SCHEDULE

1. Name of the Service:

iBurst

2. Geographic coverage

National

3. Range of numbers from the national numbering plan

087 720 0000 to 087 701 9999

4. Obligations

4.1 Help Line Obligations:

- 4.1.1. The Licensee shall provide a help line service whereby any end-user of its ECS services may receive:
 - 4.1.1.1. assistance with the sending or reception of any message; and/or
 - 4.1.1.2. information about any aspect of the Licensee's service.



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No.

GRANTED

TO

Vodacom (Pty) Ltd

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF



Independent Communications Authority of South Africa

Chairperson



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company/Entity: Vodacom (Pty) Ltd
1.2 Shareholders (where applicable): (licensee to provide details)
1.3. Ownership held by persons from historically disadvantaged groups (where applicable):

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

- 2.1.1. Name: (licensee to provide details)
2.1.2. Tel:
2.1.3. Fax:
2.1.4. Cell:
2.1.5. Email:

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

- 3.1. Postal Address: 3.2. Physical Address:
(licensee to provide details)



Independent Communications Authority of South Africa

SCHEDULE

1. Name of the service:

Vodacom

2. Geographic Coverage

National

3. Range of the numbers from the national numbering plan:

Licensee to confirm numbers from the numbering plan.

4. Obligations

4.1 Directory Information Obligations

- i. The Licensee shall provide directory services, inclusive of directory enquiries and printed directories of other subscribers to each of its subscribers on request and with the consent of such other subscribers, in return for such charges as may be levied.
- ii. These directory enquiry services may be provided either by means of a live voice operator, direct on-line access via the Internet, or a combination of these means.

(10)



Independent Communications Authority of South Africa

4.2 Directory Database Obligations:

- i. The Licensee shall provide the name and phone number of each of its subscriber to the national directory information database provider, with the consent of such subscriber.
- ii. The information provided in accordance with 4.2.1 must be provided to the NDIDP within time frames stipulated by the NDIDP.

(11)

4.3 Operator-Assisted Services:

- 4.3.1. The Licensee shall provide operator-assisted services to its subscribers. Such operator-assisted services may either be provided through the agency of live operators, synthesized or recorded speech, or a combination of these. The required operator services must provide any subscriber with assistance relating to the sending or receiving of any message (other than directory enquiry information) and provide information about any aspect of the Licensee's services.
- 4.3.2. The Licensee may recover the reasonable costs incurred in the provision of such operator services from its subscribers.



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE

No. [.....]

GRANTED

TO

Telkom SA Limited

FOR THE PROVISION OF



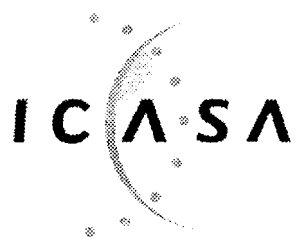
Independent Communications Authority of South Africa

ELECTRONIC COMMUNICATIONS NETWORK SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:



Independent Communications Authority of South Africa

- 1.1 Name of Company/Entity:** **Telkom SA Limited**
- Government of RSA (38%)**
- 1.2 Shareholders (where applicable):** **The Public Investment Corporation (13.3%)**
- Newsshelf (5.7%)**
- 1.3. Ownership held by persons from Newsshelf (5.7%) historically disadvantaged groups (where applicable):** **Licensee to provide further details**

2. CONTACT DETAILS

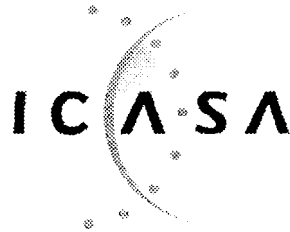
1.1 The contact person for the Licensee shall be:

Name: Andrew Barendse

Tel: 012 311 3598

Fax: 012 311 2546

Cell: 079 517 5557



Independent Communications Authority of South Africa

Email: Barenaj1@telkom.co.za

1.2 Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

3.1. Postal Address:

PO Box 447

Pretoria

0001

3.2. Physical Address:

Telkom Towers

152 Proes Street

Pretoria

0002



Independent Communications Authority of South Africa

SCHEDULE

1. Name of Service

Telkom

2. Geographic coverage

National

3. Obligations

(1) Control:

- (i) The Licensee may not encumber the Licence or any of its rights thereunder without the prior written consent of the Authority.
- (ii) The Licensee may not, through sale or pledge of assets, through contracts or otherwise, render itself incapable of performing its obligations under this Licence.



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE

No. [.....]

GRANTED

TO

Sentech Limited

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS NETWORK SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson

1. LICENSEE

The Licence is issued to:

- 1.1 Name of Company/Entity: **Sentech Limited**
- 1.2 Shareholders (where applicable): **Government of the Republic of South Africa (100%)**
- 1.3. Ownership held by persons from historically disadvantaged groups n/a (where applicable):

2. CONTACT DETAILS

1.1 The contact person for the Licensee shall be:

Name: **[Licensee to submit details]**

Tel: **[Licensee to submit details]**

Fax: **[Licensee to submit details]**

Cell: **[Licensee to submit details]**

Email: **[Licensee to submit details]**

1.2 Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designated person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

3.1. Postal Address:

[Licensee to submit details]

3.2. Physical Address:

[Licensee to submit details]

[Licensee to submit details]

[Licensee to submit details]

[Licensee to submit details]

SCHEDULE

1. Name of Service

Sentech

2. Geographic coverage

National

3. Obligations**(1) Universal Service Obligations:**

- (i) Internet Access, for the purposes of this clause, shall mean the provisioning of two-way connectivity to the global network of networks known as the Internet, including the necessary telecommunications access link and sufficient bandwidth to connect all workstations in a given school at discounted rates in accordance with the provisions of Section 73 of the Act. However, Internet Access does not include any other information technology support infrastructure, end-user equipment and facilities, such as power supply, personal computers and user terminals, on-premise server network equipment and other related local area network infrastructure.
- (ii) Rural Public Schools, for purposes of this clause, shall mean:
 - (a) Schools in under-served or un-served areas that do not have Internet Access; and/or
 - (b) Schools or other registered further education and training institution that are listed and approved by the Department of Education as a school or registered education and training institution in need of Internet access.
- (iii) Roll-out Plan, for purposes of this clause, shall mean an implementation plan for the provision of Internet Access to Rural Public Schools, stipulating, among other necessary information, the technology to be used, operational details, cost-sharing between the Licensee and the relevant Rural Public School involved, and specifying the locations, names, and need for Internet Access by the relevant Rural Public Schools, and to what extent such school is un-served.
- (iv) The Licensee shall until at least 1 April 2014 provide Internet Access to no less than one thousand five hundred (1500) Rural Public Schools in accordance with the timelines set out below:

- (a) by 1 April, 2008, the Licensee shall be providing Internet Access to 600 (six hundred) such schools;
 - (b) by 1 April 2009, the Licensee shall be providing Internet Access to 800 (eight hundred) such schools;
 - (c) by 1 April 2010, the Licensee shall be providing Internet Access to 1000 (one thousand) such schools;
 - (d) by 1 April 2011, the Licensee shall be providing Internet Access to 1150 (one thousand one hundred and fifty) such schools;
 - (e) by 1 April 2012, the Licensee shall be providing Internet Access to 1300 (one thousand three hundred) such schools;
 - (f) by 1 April 2013, the Licensee shall be providing Internet Access to 1450 (one thousand four hundred and fifty) such schools; and
 - (g) by 1 April 2014, the Licensee shall be providing Internet Access to 1500 (one thousand five hundred) such schools.
- (v) The Licensee shall provide the Authority with a Roll-out Plan for the provision of Internet Access set out in clauses (4)(b) to (g) above for approval.
- (a) Such Roll-out Plan must be submitted no later than 1 April 2008 or on such other reasonable date as the Authority may determine.
 - (b) Where the Licensee fails to submit a Roll-out Plan as stipulated above, the Authority may impose a roll-out plan on the Licensee.
 - (c) The contents of the Roll-out Plan may be amended by mutual agreement between the Authority and the Licensee prior to the date set out in clause (a) above, to provide for the inclusion of community centres or clinics.
- (vi) The Licensee shall be solely responsible for concluding all contractual arrangements necessary for the provision of Internet Access to Rural Public Schools, whether concluded directly with such schools or otherwise on their behalf, including payment and levels of service, provided that the Licensee will use its reasonable endeavours to minimize any disruptions of Internet Access due to non-payment, and will notify the Authority in the event that any Internet Access is discontinued for this reason. Upon good cause shown, disruption of any Internet Access shall not prejudice compliance by the Licensee with these obligations.
- (7) The Licensee shall, within two months of each of the dates specified in clauses (4) (a) through (g) above, provide the Authority with a compliance report on the provision of Internet Access, the format of which shall be determined by the Authority.
- (8) Following appropriate co-ordination and consultation with the Universal Service and Access Agency of South Africa, and/or the national and/or provincial Departments of Education as appropriate, the Licensee shall provide the Authority with appropriate data indicating how the Rural Schools to be connected under the Roll-out plan are under-served or un-served.

- (9) The Licensee may provide the Internet Access in terms of this clause using any suitable telecommunications facilities, and may contract other, alternative suppliers to do so on its behalf.
- (10) The obligations set out in this clause (3)(1) shall expire upon the promulgation, by the Authority of applicable regulations in terms of the Act.

(2) Transmission Site Obligations:

The licensee enjoys rights of ownership, possession and occupation of many sites which are well suited for purposes of transmission. Such rights have largely been acquired by the Licensee and its predecessor, the SABC, by virtue of their position as public entities and are therefore held in trust for the benefit of the South African nation.



INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE

No. [.....]

GRANTED

TO

Neotel (Pty) Limited

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS NETWORK SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:



Independent Communications Authority of South Africa

1.1 Name of Company/Entity: **Neotel Telecommunications
(Proprietary) Limited**

1.2 Shareholders (where applicable): **[Licensee to submit details]**

1.3. Ownership held by persons from historically disadvantaged groups **[Licensee to submit details]** (where applicable):

2. CONTACT DETAILS

1.1 The contact person for the Licensee shall be:

Name: **[Licensee to submit details]**

Tel: **[Licensee to submit details]**

Fax: **[Licensee to submit details]**

Cell: **[Licensee to submit details]**

Email: **[Licensee to submit details]**



Independent Communications Authority of South Africa

1.2 Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

3.1. Postal Address:

3.2. Physical Address:

[Licensee to submit details]

[Licensee to submit details]



Independent Communications Authority of South Africa

SCHEDULE

1. Name of Service

Neotel

2. Geographic coverage

National

3. Obligations

(1) Minimum Geographic Coverage Obligations:

- (i) The Licensee shall, by 8 February 2011, have rolled out its electronic communications network in 50% of each of the following areas: City of Tshwane, City of Johannesburg, Ekurhuleni Metropolitan Council, Mogale City Local Municipality, Ethekwini Metropolitan Council, Msunduzi Municipality, City of Cape Town, Nelson Mandela Metropolitan Council, Buffalo City, Mangaung Local Municipality, Sol Plaatje Municipality, Polokwane Municipality, Mafikeng Municipality, and Mbombela Municipality.
- (ii) The Licensee shall, by 8 February 2016, have rolled out its electronic communications network to be able to provide services to 80% of the population of the Republic.

(2) Community Service Obligations:

- (i) The Licensee shall for the duration of this licence, provide Internet Access to:



Independent Communications Authority of South Africa

- (a) no less than two thousand five hundred (2500) public schools or public further education and training institutions at discounted rates in accordance with the provisions of Section 73 of the Act; and
 - (b) no less than two thousand five hundred (2500) rural public clinics as have been defined in the Implementation Plan approved by the Authority.
- (ii) Internet Access, for the purposes of this clause, shall mean the provisioning of two-way connectivity to the global network of networks known as the Internet, including all facilities beyond the end-user premises and terminating in an appropriate interface at the premises of the end-users described in clause (1) above, and providing a minimum downstream speed of 256kbps [or more,] as may be reasonably necessary. Internet Access does not include the provision of any other information technology support infrastructure, subscriber equipment or other facilities to be located within the end-user premises beyond the interface, such as power supply, personal computers and user terminals, servers, or other local area network equipment or infrastructure.
- (iii) The details of this provision of Internet Access to the institutions described in clause (i) shall be contained in the Implementation Plan, which term for purposes of this clause shall mean a plan, submitted to, and approved in writing by the Authority, including at least detailed descriptions of:
- (a) the date on which Licensee commenced providing Internet Access in terms of this clause;
 - (b) the time periods over which the rollout of the provision of such Internet Access is required to be undertaken by Licensee; and
 - (c) the areas in which the Licensee is providing or will be required to provide Internet Access in terms of this clause. These areas will be limited to the following municipal areas: City of Tshwane, City of Johannesburg, Ekurhuleni Metropolitan Council, Mogale City Local Municipality, Ethekewini Metropolitan Council, Msunduzi Municipality, City of Cape Town, Nelson Mandela Metropolitan Council, Buffalo City, Mangaung Local Municipality, Sol Plaatje Municipality, Polokwane Municipality, Mafikeng Municipality, and Mbombela Municipality, unless and until there are insufficient numbers of beneficiary institutions of the kind described in clause (i) located within the above-described areas to meet the numerical goals of clause (i).
- (iv) The obligations set out in clause (iii) shall expire upon the promulgation, by the Authority of applicable regulations in terms of the Act.



Independent Communications Authority of South Africa

(3) Residual Initial Licence Fee:

(i) The Licensee shall remain under the obligation to pay the remainder of the fixed licence fee of 100 Million Rand (R 100,000,000.00) exclusive of value-added tax as set as consideration for the grant of its former public switched telecommunication service licence.



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE

No. [.....]

GRANTED

TO

Cell-C (Pty) Ltd

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS NETWORK SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS
AUTHORITY OF SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson



Independent Communications Authority of South Africa

1. LICENSEE

The Licence is issued to:



Independent Communications Authority of South Africa

- 1.1 Name of Company/Entity: Cell-C (Pty) Ltd
- 1.2 Shareholders (where applicable): [Licensee to submit details]
- 1.3. Ownership held by persons from historically disadvantaged groups [Licensee to submit details] (where applicable):

2. CONTACT DETAILS

1.1 The contact person for the Licensee shall be:

Name: [Licensee to submit details]

Tel: [Licensee to submit details]

Fax: [Licensee to submit details]

Cell: [Licensee to submit details]

Email: [Licensee to submit details]

1.2 Should the Licensee propose to replace the person so designated, the