

Rules and Conditions for MVNO Services and IoT-VNO Services Provision

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Rules and Conditions for MVNO Services and IoT-VNO Services Provision

Article 1: Introduction

This document contains the following:

- 1.1. Updating the conditions and licensing requirements related to the request for a license to provide MVNO services in the light of market evolution and experience gained in the Kingdom and in other countries.
- 1.2. The conditions and licensing requirements relating to the provision of the services of the IoT-VNO using data SIM cards in the Kingdom of Saudi Arabia (Kingdom), without prejudice to any rules relating to the use of other means of communication for the provision of the services of the IoT-VNO, such as licensed or shared spectrum bands or networks.

Article 2: Definitions

2-1 The definitions, terms and expressions in the Commission (CITC) Statutes shall have the same meaning in these Rules and Conditions for MVNO Services and IoT-VNO Services Provision (the "Rules and Conditions") and their Annexes thereto. The following terms and expressions shall have the meaning assigned to them hereunder, unless specified otherwise:

2-2-1 "MVNO License" means a Class (A) MVNO Services License granted by the Commission pursuant to these Rules and Conditions.

2-2-2 "IoT-VNO License" means a Class (A) IoT-VNO Services License granted by the Commission pursuant to these Rules and Conditions.

2-2-3 "Licensee" means a person who holds a license issued by the Commission to provide MVNO services or IoT-VNO services.

2-2-4 "Host FBP" means a Facilities Based Provider (FBP) providing mobile network capacity on a wholesale basis to 1) one or more MVNOs for the provision of MVNO services to Users, 2) one or more IoT-VNOs for the provision of IoT-VNO services to Users.

2-2-5 "MVNO" (Mobile Virtual Network Operator) means a duly licensed service provider who leases/purchases, on a wholesale basis mobile network capacity from a Host FBP in order to provide MVNO Services on a local, national and international level to the MVNO's own customers, without a spectrum assignment or building its own radio access network.

2-2-6 "IoT-VNO" (Internet of Things Virtual Network Operator) means a duly licensed Service Provider who leases/purchases, on a wholesale basis, mobile network capacity from a Host FBP in order to provide IoT-VNO Services on a local, national and international level to the IoT-VNO's own customers, without a spectrum assignment or building its own radio access network.

2-2-7 "MVNO Services" include any of the following services provided to Users by an MVNO on retail basis:

- a. Mobile voice and data services;
- b. Internet Services
- c. Other related mobile services including, but not limited to, short message services, voicemail, email, mobile broadband services and multi-media services (for example video calls and video streaming), push-to-talk over cellular (PoC), location-based services, and other value-added mobile services; and the IoT-VNO services defined in Article 2-2-8 below.

2-2-8 "IoT-VNO Services" means services that are provided by a Service Provider to enable the automated communication between machines and devices using data SIM cards, embedded data SIM (eSIM) or any other future functional equivalent.

2-2-9 "MVNO Agreement" means an agreement between a Host FBP and an MVNO for the provision of wholesale services from the Host FBP to the MVNO, such as to enable the MVNO to provide MVNO Services to its own customers.

2-2-10 "IoT-VNO Agreement" means an agreement between a Host FBP and an IoT-VNO for the provision of wholesale services from the Host FBP to the IoT-VNO, such as to enable the IoT-VNO to provide IoT-VNO Services to its own customers.

2-2-11 "MVNE" (Mobile Virtual Network Enabler) means a Service Provider that provides network infrastructure and related services, such as business support systems, administration and operations support systems, to one or more MVNOs or IoT-VNO.

2-2-12 "Rules and Conditions": means these Rules and Conditions on MVNO Services, and IoT-VNO Services Provision issued by the Commission.

Article 3: Rules and Conditions Framework

MVNO and IoT-VNO Licenses

- 3-1 The provision of any MVNO Service requires an MVNO License from the Commission.
- 3-2 The provision of any IoT-VNO Service requires an IoT-VNO License or an MVNO License from the Commission.
- 3-3 The License shall enter into effect on the issuance date for ten (10) years.
- 3-4 The Commission may amend the License in accordance with its Statutes.
- 3-5 The special conditions applying to MVNO Licenses are set out in Annex No (1) of these Rules and Conditions.
- 3-6 The special conditions applying to IoT-VNO Licenses are set out in Annex No (2) of these Rules and Conditions.

- 3-7 The fees applicable to MVNO and IoT-VNO Licenses are set out in the Regulatory Framework on Fees.
- 3-8 The Commission may review or amend these Rules and Conditions and/or their Annexes as it deems necessary pursuant to Commission Statutes.
- 3-9 The Licensee may, after obtaining the prior written approval from the Commission, re-assign this License, provided that the re-assignee shall fulfil all legal, technical, financial and commercial requirements to obtain this License pursuant to the Commission discretion and in compliance with its statutes.
- 3-10 The Licensee is not permitted to contract with other persons to provide licensed services in accordance with this License or to provide it on its behalf, without a written approval from the Commission.
- 3-11 The Commission may revoke or suspend the License in accordance with the Commission Statutes.
- 3-12 Violations and fines relevant thereto shall be addressed in accordance with Commission Statutes.

Article 4: Principles for Entering into MVNO and IoT-VNO Agreements

- 4-1 Every Host FBP, if so requested in writing by a Service Provider with an MVNO and/or IoT-VNO License, must enter into good faith negotiations with a view to concluding an Agreement with that MVNO and/or IoT-VNO Licensee, without avoidable delay.
- 4-2 The following actions or practices in particular shall be deemed to violate the MNO Host FBP's duty to negotiate in good faith under Article 4-1, above:
 - 4-2-1 Obstructing or delaying negotiations or resolution of disputes.
 - 4-2-2 Refusing to provide information to the Licensee about the Host FBP's own facilities if these are necessary for the wholesale services arrangements with the Licensee.
 - 4-2-3 Misleading or coercing the Licensee into reaching an agreement it would not otherwise have made.
 - 4-2-4 Requiring prior or simultaneous negotiation or agreement on the provision of other services by or to the Licensee.
 - 4-2-5 Demanding that the Licensee sign a non-disclosure agreement that precludes it from providing information requested by the Commission.
 - 4-2-6 Refusing to include a provision allowing amendment of the MVNO or IoT-VNO Agreement to take into account any changes in any Commission Statutes.
 - 4-2-7 Offering terms to the Licensee that:
 - a. Are discriminatory in nature; or

- b. Are less favourable than those offered by the Host FBP to any of its Users on a retail basis; or
 - c. Do not provide for a reasonable margin between the price for Host FBP services charged to the Licensee and the retail price for the equivalent service provided by the Host FBP to its Users on a retail basis; or
 - d. Are inconsistent with the Licensee rights and obligations under its License.
- 4-3 A Host FBP shall not be required to accept any terms in an MVNO/IoT-VNO Agreement that would be inconsistent with its obligations under its license or any Commission Statutes. In such a case, the Host FBP must inform the MVNO/IoT-VNO accordingly and provide a reasonable justification in writing.
- 4-4 The Commission may issue Decisions, Guidelines or other measures concerning the subject-matter of this Rules and Conditions, and may impose an obligation on Host FBPs to publish a Reference Offer for MVNO and IoT-VNO Hosting services, subject to Commission Statutes and market evolution.

Article 5: Content of MVNO and IoT-VNO Agreements

- 5-1 Subject to the MVNO and/or IoT-VNO Agreement's compliance with Commission Statutes and, in particular, these Rules and Conditions, its provisions may be determined freely, on a commercial basis between any Host FBP and any Licensee.
- 5-2 MVNO and/or IoT-VNO Agreements should encourage efficient and sustainable competition and not impose unnecessary restrictions or constraints on the Licensee as a condition for the conclusion of an MVNO and/or IoT-VNO Agreement.
- 5-3 Any Licensee may not be prevented by the Host FBP from:
- 5-3-1 Determining or changing its business model;
 - 5-3-2 Issuing its own data SIM cards, embedded data SIM (eSIM) or any other future functional equivalent services.
- 5-4 A Host FBP may not prevent any Licensee from offering retail services to its own Users that are not offered by the Host FBP to its own Users by:
- 5-4-1 Rendering the conclusion of an MVNO and/or IoT-VNO Agreement conditional on the exclusion of such retail services by the Licensee;
 - 5-4-2 Prohibiting, in the MVNO and/or IoT-VNO Agreement, the provision of such services by the Licensee; or
 - 5-4-3 Imposing, without objective justification, technical, billing, administrative or other restrictions that render the provision of such retail services by the Licensee unnecessarily difficult or impossible.
- 5-5 Any Licensee may not be prevented by the Host FBP from using its own or a third party's Home Location Register (HLR) and 3GPP EPC facilities or an MVNE infrastructure. In such a case, the Licensee shall be responsible for ensuring

that any such third party is duly authorised to provide such services in the Kingdom.

- 5-6 A Host FBP may access traffic and customer data of a Licensee with whom it has an MVNO/IoT-VNO Agreement only on a need-to-know basis, strictly limited to billing (where applicable) and capacity forecasting purposes. In particular, a Host FBP:
- 5-6-1 May not access or use the Licensee customer data to promote its services to the Licensee customers or otherwise exploit such data for commercial purposes; and
- 5-6-2 Must fully respect any confidentiality rules concerning customer information that are in force under any Commission statute.
- 5-7 The original version of an MVNO and IoT-VNO Agreement must be in Arabic and the Arabic version shall prevail, in case of a conflict, over any other language version.
- 5-8 The validity, interpretation, and performance of MVNO and IoT-VNO Agreements shall be governed in all respects by the laws of the Kingdom.

Article 6: Amendments, extensions and termination of MVNO and IoT-VNO Agreements

- 6-1 A Host FBP may not terminate an MVNO or IoT-VNO Agreement unilaterally, unless that Host FBP provides evidence, to the Commission's satisfaction, that the MVNO/IoT-VNO has committed an act or omission that justifies such termination under any Agreement between them and Commission Statutes.
- 6-2 A Licensee shall not be constrained by the Host FBP from renegotiating its MVNO Agreement if this is necessary to modify the Licensee's business model, within the limitations of what is permitted under these Rules and Conditions and other Commission Statutes.
- 6-3 A Host FBP may refuse to extend an MVNO or IoT-VNO Agreement upon its termination only if:
- 6-3-1 The Licensee does not submit to the Host FBP a valid request for an extension of the MVNO or IoT-VNO agreement; or
- 6-3-2 The Licensee has committed an act or omission that justifies such a refusal in accordance with the agreement concluded with them.
- 6-4 In the event of an expected termination of an MVNO Agreement or IoT-VNO Agreement for any reason, such as the Licensee's intended exit from the market or a termination by the Host FBP, the following shall be required:
- 6-4-1 The Host FBP and the Licensee must use their good faith best efforts to minimize any negative impact on the affected consumers' interests and inform them of any material impact on their current mobile subscription, at the latest two (2) months prior to such termination; and follow the relevant Commission Statutes.
- 6-4-2 Each party of the agreement must independently inform the Commission in writing, as soon as that party becomes informed of the

coming termination, of the means through which that party shall ensure compliance with Article 6-4-1, above.

- 6-5 The Commission may order the Host FBP and/or Licensee to delay termination and/or amend the measures they notify under Article 6-4-2 above, in order to ensure a more appropriate protection of consumers' interests or the protection of competition on the market. .

Article 7: Relations between Licensees and Host FBPs

- 7-1 If the licensee decides to migrate its Users in whole or in part to "another Host FBP, the Licensee must notify the current Host FBP in writing of this decision, and therefore the Host FBP must do the following
- 7-1-1 Must take all reasonably necessary steps to facilitate such migration by the Licensee;
- 7-1-2 May not prohibit or render unreasonably difficult such migration, through any technical, financial, contractual or other means.
- 7-2 The Licensee may not request that its Agreement with a Host FBP be exclusive or vice versa.
- 7-3 When switching, in whole or in part, to a new Host FBP, the current Host FBPs shall not prohibit or otherwise hinder the Licensee from doing so, and the Licensee must take all reasonable measures to ensure that:
- 7-3-1 The Licensee's Users are not negatively impacted by this switch;
- 7-3-2 The Licensee informs its Users clearly, not later than two (2) months before any switch to a new Host FBP, if and how they will be affected in any way by that switch as regards, in particular, tariffs, coverage and quality of service;
- 7-3-3 When communicating any such changes to its Users under article 7-3-2, the Licensee must give them an opportunity to terminate their subscription, at no extra cost; and
- 7-3-4 The transition to the new Host FBP will not otherwise prejudice the Licensees' obligations under their license, these Rules and Conditions and any other Commission Statute including, in particular, any provisions concerning the protection of consumers, quality of service and its tariffs.

Article 8: Obligations of MVNO Licensees offering IoT-VNO Services and IoT-VNO Licensees

- 8-1 Unless specified otherwise in the future in any Commission Statute, a Licensee offering IoT-VNO Services has the following obligations with regard to these services;
- 8-1-1 Must ensure that all SIM cards used in the provision of IoT-VNO Services by the Licensee are configured to be used only for the automated communication between machines and devices and that they will not be used for other purposes without the prior written consent of the Commission.

8-1-2 Must maintain a register containing full and accurate records of all SIM cards used in connection with the provision of IoT-VNO Services by the Licensee, which shall be made available for inspection by the Authority, upon its request. These records shall contain the International Mobile Subscriber Identity ("IMSI") number and the Mobile Subscriber Integrated Services Digital Network Number ("MSISDN") of the SIM cards, and any other details that the Authority may request in the future.

8-1-3 Must maintain safe records of the above register in an electronic form for the latest of:

- a) A period of not less than twelve (12) months from the date of termination of the Services to the IoT-VNO Services customer(s) concerned;
- b) In the event of a dispute between the Licensee and an IoT-VNO Services customer(s) or a complaint by such a customer, until the dispute or the complaint is resolved;
- c) In the event of a request by the Commission with regard to one or more specific IoT-VNO Services customer(s) until the date specified by the Commission.

8-2 Nothing in these Rules and Conditions shall relieve the Licensee of its obligations under any other Commission Statutes regarding, in particular, any security issues, the protection of customers' data and its use of radio frequencies.

Article 9: Providing Information

9-1 Without prejudice to its obligations to provide information to the Commission under any Commission Statute, each of the Host FBP and the Licensee is required to provide separately and immediately to the Commission, upon its request:

9-1-1 A complete, accurate and current copy of any MVNO and/or IoT-VNO Agreement concluded between that party and (as the case may be) a Licensee or a Host FBP in the Kingdom;

9-1-2 Any modifications made and of any replacement MVNO or IoT-VNO Agreement entered into between them from time to time;

9-1-3 A description of the expected implications on the Users as a result of any new MVNO or IoT-VNO Agreement concluded between the Licensee and the Host FBP

9-2 The Commission may request that the Licensee provide it with further information or clarifications, or periodic reports, and it may otherwise intervene pursuant to any Commission Statute prior to or after the conclusion of any new MVNO or IoT-VNO Agreement with a new Host FBP.

Article 10: Other Commission Powers

- 10-1 The Commission may define, in the special conditions of the MVNO and the IoT-VNO Licenses, and at any point thereafter in the future, different rights and/or obligations with regard to MVNO and/or IoT-VNO Services.
- 10-2 Any rights and/or obligations regarding IoT-VNO Services that are defined by the Commission pursuant to these Rules and Conditions shall apply with regard to rights and/or obligations of:
- 10-2-1 Any holder of an MVNO License in the Kingdom, if it provides IoT-VNO Services.
- 10-2-2 Any holder of a License in the Kingdom that allows him to provide IoT-VNO services in KSA.
- 10-3 Any violation of the provisions of these Rules and Conditions shall be subject to the penalties that the Commission may impose under Commission Statutes, without prejudice to any penalties that may be imposed under any other applicable law in the Kingdom.
- 10-4 The provisions of these Rules and Conditions shall be without prejudice to any dispute resolution Commission powers and procedures provided under any Commission Statute.

Annex 1: Special Conditions for Class (A) License to Provide MVNO Services

Special Conditions for Class (A) License to Provide MVNO Services

Article One: Definitions

The words and expressions defined in these Rules and Conditions have the same meaning in these Special Conditions.

Article Two: Services Licensed

1. The license for the provision of MVNO services allows the licensee to provide MVNO services by providing any of the following services on a retail basis:
 - a. Mobile voice and data services
 - b. Internet Services
 - c. Other services related to mobile services include but not limited to: SMS, voice mail, e-mail, mobile broadband services, multimedia services (such as video calls, visual transport services), push to talk over the mobile phone, location services and other mobile value-added services.
2. Provided that such services are provided in accordance with the following:
 - a. On a local, national and international level,
 - b. To the Licensee's own retail customers, and
 - c. Without spectrum assignments or an own radio access network.
3. The provision of any other service or the operation of any other system or network by the Licensee shall be subject to any separate licensing and/or other requirements that may apply under any Commission Statutes.

Article Three: Rights of the Licensee

1. The Licensee shall be entitled to use its own facilities for the purposes of the provision of Licensed Services, subject to any required authorisations under a Commission Statute for the following:
 - a. To use its own SIM, embedded data SIM (eSIM) or future functional equivalents for its retail MVNO Services;
 - b. To use its own or a third party's Location Register (HLR) and its 3GPP EPC packages facilities or an MVNE infrastructure.
2. Content broadcasting is subject to separate authorizations/licensing from the relevant Government agencies.
3. The Licensee shall have the right to conclude, amend and terminate an MVNO Agreement with one or more Host FBPs in the Kingdom, subject to commercial arrangements and the provisions of the Rules and Conditions.

Article Four: Obligations of the Licensee

1. The Licensee shall implement all obligations set out in any applicable Commission Statutes including, in particular, the Rules and Conditions, also including service continuity, and the development and improvement of the Licensee's services in accordance with the Commission Statutes, and shall comply specifically with the following requirements:
 - a. Implement and adhere to all policies and instructions issued by the Commission and any other official entities;
 - b. Honour honesty and good behaviour.
 - c. Non-discriminatory treatment among users, and ensure their privacy.
 - d. Display in advance the fees for the provided services and their features for those interested in the services prior to using them.
 - e. Comply with authors' rights and other rights in accordance with relevant regulations when providing any programs for Users, and obtain approval from the Ministry of Culture and Information\General Commission for Audio-visual Media prior to propagating the service in one of following two cases:
 - If the content is going to be broadcasted in any shape or form, through any information media.
 - If the service deals with receiving or transmitting audio or audio- visual information material or written texts or animations in addition to any new future services associated with intellectual property rights or publishing and printing regulation.
 - f. Obtain the approval of the Chamber of Commerce in the area at which he is registered if the service is connected directly or indirectly with providing a reward or a commercial promotion.
 - g. Do not contradict Islamic Shari'a rules, good manners, morals, general rules or conventions and the public taste, and do not engage in any violation to the Acts and Bylaws prevailing in the Kingdom.
 - h. Do not provide unlicensed services.
 - i. Ensure compliance of the equipment necessary to provide the service with the technical standards approved by the Commission and limit its use to providing the services allowed under an MVNO License.
 - j. Refrain from using any User telephone numbers or numbers obtained through the Users, or from exploiting them by any means such as using them in announcement campaigns or selling the databases available to the Licensee and including these numbers to other bodies without prior permission from the owner of the number.
 - k. Provide technical capabilities in equipment and materials of his networks to be linked with other networks. A special requirement form to operate and use the network must be filled and signed.

- I. Provide technical capabilities in his networks' equipment and materials to retain and identify Users' data, where needed, for a minimum period of twelve (12) months or in accordance with the Commission's discretion.
2. The Licensee shall provide its own billing and customer care services for all its customers from the date of launching MVNO Services under the MVNO License and these Rules and Conditions.
3. The Licensee shall comply with and adhere to the decisions and guidance issued by Commission regarding the Saudization rates of the Licensee.

Article Five: Service Launch

A Service Provider that receives an MVNO License pursuant to these Rules and Conditions must launch commercial services to the public within twelve (12) months of the issuance of that MVNO License. The Commission may, in its sole discretion, revoke the MVNO License if the Licensee breaches this obligation, and the Licensee alone shall bear full responsibility resulting from such breach, without any liability or responsibility being incurred by the Commission.

Annex 2: Special Conditions for Class (A) License to Provide IoT-VNO Services

Special Conditions for Class (A) License to Provide IoT-VNO Services

Article One: Definitions

The words and expressions defined in these Rules and Conditions have the same meaning in these Special Conditions.

Article Two: Services Licensed

1. An IoT-VNO License allows its holder (the "Licensee") to provide IoT-VNO Services to enable the automated communication between machines and devices using data SIM cards, embedded data SIM (eSIM) or any other future functional equivalent, as follows:
 - a. On a local, national and international level,
 - b. To the Licensee's own retail customers, and
 - c. Without spectrum assignments or an own radio access network.
2. Internet Services Provision.
3. The provision of any other service or the operation of any other system or network by the Licensee shall be subject to any separate licensing or other requirements that may apply under any Commission Statutes.

Article Three: Rights of the Licensee

1. The Licensee shall be entitled to use its own facilities for the purposes of the provision of Licensed Services, subject to any required authorisations under a Commission Statute, as follow:
 - a. To use its own data SIM, embedded data SIM (eSIM) or future functional equivalents for its IoT-VNO Services.
 - b. To use its own or a third party's Location Register (HLR) and its 3GPP EPC packages facilities or an MVNE infrastructure.
2. Content broadcasting is subject to separate authorizations/licensing from the relevant Government agencies.
3. The Licensee shall have the right to conclude, amend and terminate an IoT-VNO Agreement with one or more Host FBPs in the Kingdom, subject to commercial arrangements and the provisions of the Rules and Conditions.

Article Four: Obligations of the Licensee

1. The Licensee shall implement all obligations set out in any applicable Commission Statutes including, in particular, the Rules and Conditions, also including service continuity, and the development and improvement of the Licensee's services in accordance with the Commission Statutes, and shall comply specifically with the following requirements:

- a. Implement and adhere to all policies and instructions issued by the Commission and any other official entities;
 - b. Honour honesty and good behaviour.
 - c. Non-discriminatory treatment among users, and ensure their privacy.
 - d. Display in advance the fees for the provided services and their features for those interested in the services prior to using them.
 - e. Comply with authors' rights and other rights in accordance with relevant regulations when providing any programs for Users, and obtain approval from the Ministry of Culture and Information\General Commission for Audio-visual Media prior to propagating the service in one of following two cases:
 - If the content is going to be broadcasted in any shape or form, through any information media.
 - If the service deals with receiving or transmitting audio or audio- visual information material or written texts or animations in addition to any new future services associated with intellectual property rights or publishing and printing regulation.
 - f. Obtain the approval of the Chamber of Commerce in the area at which he is registered if the service is connected directly or indirectly with providing a reward or a commercial promotion.
 - g. Do not contradict Islamic Shari'a rules, good manners, morals, general rules or conventions and the public taste, and do not engage in any violation to the Acts and Bylaws prevailing in the Kingdom.
 - h. Do not provide unlicensed services.
 - i. Ensure compliance of the equipment necessary to provide the service with the technical standards approved by the Commission and limit its use to providing the services allowed under an IoT-VNO License.
 - j. Refrain from using any User data obtained through the Users, or from exploiting them by any means such as using them for its own purposes or selling the databases available to the Licensee and including these customer data to other bodies without prior permission from the owner of the data and in accordance with relevant regulations.
 - k. Provide technical capabilities in equipment and materials of his networks to be linked with other networks. A special requirement form to operate and use the network must be filled and signed.
 - l. Provide technical capabilities in his networks' equipment and materials to retain and identify Users' data, where needed, for a minimum period of twelve (12) months or in accordance with the Commission's discretion.
2. The Licensee shall provide its own billing and customer care services for all its customers from the date of launching IoT-VNO Services under the IoT-VNO License and these Rules and Conditions.

3. The Licensee shall comply with and adhere to the decisions and guidance issued by Commission regarding the Saudization rates of the Licensee.

Article Five: Service Launch

A Service Provider that receives an IoT-VNO License pursuant to these Rules and Conditions must launch commercial services to the public within twelve (12) months of the issuance of that IoT-VNO License. The Commission may, in its sole discretion, revoke the IoT-VNO License if the Licensee breaches this obligation, and the Licensee alone shall bear full responsibility resulting from such breach, without any liability or responsibility being incurred by the Commission.