

Draft

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

Disclaimer:

This English version is a translation of the Arabic Rules and Conditions document, in case there are any differences in the translation, the Arabic version prevails.

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

1. Introduction

- 1.1. These "Rules and Conditions" update the conditions for the provision of Mobile Virtual Network Operator (MVNO) services and licensing arrangements aimed at facilitating both MVNO services and network connectivity for IoT-VNO Services Provision, in light of market evolution and experience gained in the Kingdom and elsewhere.

2. Definitions

- 2.1. The definitions, terms and expressions in the Act, the Bylaw and the Regulatory statutes issued by CITC 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 unless specified otherwise.
- 2.2. The following terms and expressions shall have the meaning assigned to them hereunder:
 - 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. "Host FBP" means the FBP providing mobile network capacity to one or more MVNOs on a wholesale basis for resale to end-users, on the basis of an MVNO Agreement.
 - 2.2.4. "MNO" (Mobile Network Operator) means a service provider with a valid Facilities Based Unified License or an individual mobile license in the Kingdom.
 - 2.2.5. "MVNO" (Mobile Virtual Network Operator) means a duly licensed service provider who resells wholesale mobile network services leased/purchased by the MVNO 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 its own radio access network.
 - 2.2.6. "IoT-VNO" (Internet of Things Virtual Network Operator) means a duly licensed service provider who resells wholesale network services leased/purchased 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 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:

- (i) Mobile voice and data services; and
 - (ii) 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.
 - (iii) Scope of services also include IoT-VNO services which identified in this document.
- 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 an MNO and an MVNO for the provision of wholesale services from the MNO to the MVNO, such as to enable the MVNO to provide MVNO Services.
- 2.2.10. "IoT-VNO Agreement" means an agreement between an MNO 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 and/or IoT-VNO.
- 2.2.12. "Rules and Conditions": Rules and Conditions on MVNO Services, and IoT-VNO services Provision issued by Commission.

3. Rules and Conditions Framework

MVNO and IoT-VNO Licenses

- 3.1. The provision of any MVNO Service requires an MVNO License.
- 3.2. The provision of any IoT-VNO Service requires an IoT-VNO License.
- 3.3. The License shall enter into effect on the issuance date for ten 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 Annex No (3) of these Rules and Conditions.
- 3.8. The Commission may amend these Rules and Conditions and/or their Annexes 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 Conditions 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, 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.

Principles for Entering into MVNO and IoT-VNO Agreements

- 3.13. Every MNO, 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.
- 3.14. The following actions or practices in particular shall be deemed to violate the MNO's duty to negotiate in good faith under Article 3.133, above:
 - 3.14.1. Obstructing or delaying negotiations or resolution of disputes.
 - 3.14.2. Refusing to provide information to the MVNO/IoT-VNO about the MNO's own facilities if these are necessary for the wholesale services arrangements with the MVNO/IoT-VNO.
 - 3.14.3. Misleading or coercing an MVNO/IoT-VNO into reaching an agreement it would not otherwise have made.
 - 3.14.4. Requiring prior or simultaneous negotiation or agreement on the provision of other services by or to the MVNO/IoT-VNO.
 - 3.14.5. Demanding that the MVNO/IoT-VNO sign a non-disclosure agreement that precludes it from providing information requested by the Commission.
 - 3.14.6. Refusing to include a provision allowing amendment of the MVNO/IoT-VNO Agreement to take into account any changes in any Commission Statutes.
 - 3.14.7. Offering terms to an MVNO/IoT-VNO that:
 - (i) Are discriminatory in nature;
 - (ii) Are less favourable than those offered by the MNO to any of its Users on a retail basis;
 - (iii) Do not provide for a reasonable margin between the price for Host FBP services charged to the MVNO/IoT-VNO and the retail

price for the equivalent service provided by the Host FBP to its Users on a retail basis; or

- (iv) Are inconsistent with the MVNO/IoT-VNO rights and obligations under its License.

3.15. An MNO 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 MNO must inform the MVNO/IoT-VNO accordingly and provide a reasonable justification in writing.

3.16. The Commission may issue Decisions, Guidelines or other measures concerning the subject-matter of these Rules and Conditions, and may impose an obligation on MNOs to publish a Reference Offer for MVNO and IoT-VNO Hosting services, subject to Commission Statutes and market evolution.

Content of MVNO/IoT-VNO Agreements

3.17. Subject to the MVNO/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 Licensees.

3.18. MVNO/IoT-VNO Agreements should encourage efficient and sustainable competition and not impose unnecessary restrictions or constraints on the MVNO/IoT-VNO licensee as a condition for the conclusion of an MVNO/IoT-VNO Agreement.

3.19. An MVNO/IoT-VNO licensee may not be prevented by the Host FBP from:

3.19.1. determining or changing its business model;

3.19.2. issuing its own data SIM cards, embedded data SIM (eSIM) or any other future functional equivalent, for its own MVNO/IoT-VNO Services; or

3.19.3. an MVNO establishing its own international gateways.

3.20. A Host FBP may not prevent an MVNO/IoT-VNO from offering retail services to its own Users that are not offered by the Host FBP to its own Users by:

3.20.1. rendering the conclusion of an MVNO/IoT-VNO Agreement conditional on the exclusion of such retail services by the MVNO/IoT-VNO licensee;

3.20.2. prohibiting, in the MVNO/IoT-VNO Agreement, the provision of such services by the MVNO/IoT-VNO licensee; or

3.20.3. imposing, without objective justification, technical, billing, administrative or other restrictions that render the provision of such retail services by the MVNO/IoT-VNO unnecessarily difficult or impossible.

3.21. An MVNO/IoT-VNO may not be prevented by the Host FBP from using its own or a third party's Home Location Register (HLR) or an MVNE infrastructure. In such a case, the MVNO/IoT-VNO shall be responsible for ensuring that any such third party is duly authorised to provide such services in the Kingdom.

3.22. A Host FBP may access traffic and customer data of an MVNO/IoT-VNO 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:

3.22.1. may not access or use the MVNO/IoT-VNO customer data to promote its services to the MVNO/IoT-VNO customers or otherwise exploit such data for commercial purposes; and

3.22.2. must fully respect any confidentiality rules concerning customer information that are in force under any Commission statute.

3.23. The original version of an MVNO/IoT-VNO Agreement must be in Arabic and the Arabic version shall prevail, in case of a conflict, over any other language version.

3.24. The validity, interpretation, and performance of MVNO Agreements shall be governed in all respects by the laws of the Kingdom.

Amendments, extensions and termination of MVNO/IoT-VNO Agreements

3.25. A Host FBP may not terminate an MVNO/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 the MVNO/IoT-VNO Agreement and Commission Statutes.

3.26. An MVNO/IoT-VNO shall not be constrained by the Host FBP from renegotiating its MVNO Agreement if this is necessary to modify the MVNO/IoT-VNO business model, within the limitations of what is permitted under these Rules and Conditions and other Commission Statutes.

3.27. A Host FBP may refuse to extend an MVNO/IoT-VNO Agreement upon its termination only if:

3.27.1. the MVNO/IoT-VNO does not submit to the Host FBP a valid request for an extension of the MVNO/IoT-VNO agreement; or

3.27.2. the MVNO/IoT-VNO has committed an act or omission that justifies such a refusal under the MVNO/IoT-VNO Agreement.

3.28. In the event of an expected termination of an MVNO/IoT-VNO Agreement for any reason, other than the one mentioned in Article 3.30 below, such as the MVNO/IoT-VNO intended exit from the market or a termination by the Host FBP under Article 3.25 above,

3.28.1. the Host FBP and the MVNO/IoT-VNO 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 months] prior to such termination; and

3.28.2. each party separately must inform the Commission, as soon as that party become informed of the coming termination, in writing of the means through which that party shall ensure compliance with Article 3.28.1, above.

3.29. The Commission may order the Host FBP and/or MVNO/IoT-VNO to delay termination and/or amend the measures they notify under Article 3.28.2 above, in order to ensure a more appropriate protection of consumers' interests or the protection of competition on the market.

Relations between multiple MVNO/IoT-VNO and Host FBPs

3.30. If an MVNO/IoT-VNO informs a Host FBP in writing of its decision to migrate its MVNO/IoT-VNO Users fully or in part to another Host FBP, the existing Host FBP:

3.30.1. must take all reasonably necessary steps to facilitate such migration by the MVNO/IoT-VNO;

3.30.2. may not prohibit or render unreasonably difficult such migration, through any technical, financial, contractual or other means.

3.31. The MVNO/IoT-VNO may not request that its Agreement with a Host FBP be exclusive.

3.32. When switching, in whole or in part, to a new Host FBP, MVNO/IoT-VNO must take all reasonable measures to ensure, and Host FBPs shall not prohibit or otherwise hinder them from doing so, that:

3.32.1. the MVNO/IoT-VNO Users and other consumers are not negatively impacted by this switch;

3.32.2. the MVNO/IoT-VNO informs its Users clearly, not later than [two 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;

3.32.3. when communicating any such changes to its Users under 3.32.2, the MVNO/IoT-VNO gives them an opportunity to terminate their subscription, at no extra cost; and

3.32.4. the transition to the new Host FBP will not otherwise prejudice the MVNO/IoT-VNO 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 or retail tariffs.

Obligations of MVNO and IoT-VNO Licensees offering IoT-VON services

3.33. Unless specified otherwise in the future in any Commission Statute, the Licensee has the following obligations with regard to its IoT-VON services

3.33.1. It must ensure that all SIM cards used in the provision of IoT-VON Services by the Licensee are configured to be used only for the automated communication between machines and devices. The use of those SIM cards for any other type of services is subject to the Commission's prior written approval.

3.33.2. It must maintain a register containing full and accurate records of

all SIM cards used in connection with the provision of IoT-VON 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.

- 3.33.3. The Licensee shall maintain safe records of the above register in an electronic form for a period of not less than 24 months from the date of termination of the Services to the User concerned.

Information to the Commission

3.34. Without prejudice to its obligations to provide information to the Commission under any Commission Statute, each of the Host FBP and the MVNO/IoT-VNO is required to provide separately and immediately to the Commission, upon its request:

- 3.34.1. a complete, accurate and current copy of any MVNO/IoT-VNO Agreement concluded between that party and (as the case may be) an MVNO/IoT-VNO or a Host FBP in the Kingdom;
- 3.34.2. any modifications made and of any replacement MVNO/IoT-VNO Agreement entered into between them from time to time;
- 3.34.3. a description of the implications that any new MVNO/IoT-VNO Agreement the MVNO/IoT-VNO licensee concludes with a new Host FBP is expected to have on consumers.

3.35. The Commission may request that the MVNO/IoT-VNO 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/IoT-VNO Agreement with a new Host FBP.

Other Commission Powers

3.36. 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.

3.37. Any rights and/or obligations regarding IoT-VON Services that are defined by the Commission pursuant to these Rules and Conditions shall apply with regard to rights and/or obligations of:

- 3.37.1. any holder of an MVNO License in the Kingdom, as well as
- 3.37.2. any holder of a License in the Kingdom that allow him to provide IoT-VNO services.

3.38. 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.

3.39. 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 MVNO Services License

Special Conditions for Class A MVNO Services License

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 MVNO License allows its holder (the "Licensee") to provide MVNO Services:
 - (i) on a local, national and international level,
 - (ii) to the Licensee's own retail customers, and
 - (iii) without spectrum assignments or an own radio access network.
2. 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, but without a need for an additional Telecommunications License as regards the Licensee's right:
 - a. to use its own SIM, embedded data SIM (e-SIM) or future functional equivalents for its MVNO Services;
 - b. to establish its own international gateways; and
 - c. to use its own or a third party's Location Register (HLR) or an MVNE infrastructure.
2. The provision of any other services by the Licensee shall be subject to obtaining separate licenses or other authorisations from the Commission, if these are required under any Commission Statute.
3. Content broadcasting is subject to separate authorizations/licensing from the relevant Government agencies.
4. 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 the fees in advance 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.
 - l. Provide technical capabilities in his networks' equipment and materials to retain and identify Users' data, where needed, for a minimum period of six 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.

Article Five: Service Launch

A Service Provider that receives an MVNO License pursuant the 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 IoT-VNO Services License

Special Conditions for Class A IoT-VNO Services Licenses

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:
 - 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. 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, but without a need for an additional Telecommunications License as regards the Licensee's right:
 - a. to use its own data SIM, embedded data SIM (e-SIM) or future functional equivalents for its MVNO Services.
 - b. to use its own or a third party's Location Register (HLR) or an MVNE infrastructure.
2. The provision of any other services by the Licensee shall be subject to obtaining separate licenses or other authorisations from the Commission, if these are required under any Commission Statute.
3. Content broadcasting is subject to separate authorizations/licensing from the relevant Government agencies.
4. 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 the fees in advance 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 six 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.

Article Five: Service Launch

A Service Provider that receives an IoT-VNO License pursuant to the 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.

Annex 3

Fees for

Class A MVNO Licenses and

Class A IoT-VNO Licenses

Fees for Class A MVNO and IoT-VNO Licenses

1. The Licensee shall pay the following fees:
 - a. A License issuance Fee of five million Saudi Riyals (SAR 5,000,000);
 - b. Current licensees will not be required to pay A License Issuance Fee of five million Saudi Riyals (SAR 5,000,000) to replace their current licenses;
 - c. Commercial Provisioning Fee for licensed Services amounting to an annual payment of fifteen percent (15%) of the Net Revenues of the Licensee;
 - d. An annual fee for the License of one percent (1%) of the Net Revenues of the Licensee;
 - e. A fee for the usage and assignment of numbers to the Licensee as per CITC regulations;
 - f. A fee in accordance with the Universal Service and Universal Access policy may be imposed;
 - g. A fee in respect of any work and services provided by CITC in accordance with its Statutes.
2. "Net Revenues", in the context of a an MVNO License, means the total operating revenues received by the Licensee from providing the Licensee's Mobile Services commercially, less the dues to any other domestic and international telecommunication service providers that are reflected in the settlement results of these services in accordance with the CITC Statutes.
3. Any revenue generated from any services provided by the Licensee to any Users served through the Mobile Telecommunications Network, such as internet services and data services, shall be included in the total operating revenues within the calculation of Net Revenues.
4. The Commission shall determine and inform the Licensee of the method of issuance of invoices, and the periodicity and details of payment, with which the Licensee shall comply. Unless otherwise specified under any applicable Commission Statute.
5. Payment shall be due immediately upon issuance of the invoice and shall be subject to the provisions stated in Articles 13 and 14 of the Royal Decree No. M/68 dated 11/18/1431H and any provisions that may supersede or replace them in the future.