

TELECOMMUNICATIONS AND SPECTRUM LICENSE

GOVERNMENT OF THE TURKS AND CAICOS ISLANDS

**LICENCE ISSUED UNDER
TELECOMMUNICATIONS ORDINANCE OF 2004**

**TO PROVIDE INTERNET
NETWORKS/SERVICE**

DATE: 23 November 2010

LICENSEE: TCT LTD

**ATTORNEY GENERAL'S CHAMBERS SOUTH BASE
GRAND TURK
TURKS AND CAICOS ISLANDS BRITISH WEST INDIES**

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GOVERNMENT OF THE TURKS AND CAICOS ISLANDS
INTERNET NETWORKS/SERVICE TELECOMMUNICATIONS LICENSE

THIS INTERNET NETWORKS/SERVICE TELECOMMUNICATIONS LICENSE (The License) dated the

Two Thousand and Nine is issued by the _____, Governor
of the GOVERNMENT OF THE TURKS AND CAICOS ISLANDS of Waterloo Road, Grand Turk,
Turks and Caicos Islands, British West Indies ("the Minister", which expression shall include his
successors) to TCT LTD, a company duly licensed in the Turks and Caicos Islands, with its registered
office situated at Tower Plaza, Leeward Highway, P.O. Box 679, Providenciales, Turks and Caicos
Islands ("the Licensee", which expression shall include its permitted successors and assigns).

1. AUTHORITY AND CITATION

1.1 This License is issued by the Minister and the Commission to the Licensee in accordance with section 13 (Grant of License) and section 34 (Grant of Spectrum) of the Telecommunications Ordinance 2004, on terms and conditions as recommended by the Telecommunications Commission of the Turks and Caicos Islands.

1.2 This License may be cited as the TCT LTD Internet Network/Service License 2009.

2. INTERPRETATION

2.1 In this License, unless the context requires otherwise:

"Access Deficit Charge" means a charge paid by Carriers and Service Providers as prescribe by the Commission in accordance with section 25A (1) of the Telecommunications Ordinance;

"Commencement Date" means the date on which this License comes into force;

"Force Majeure" means causes that are beyond the Licensees reasonable control, including, but not limited to war, warlike operations, terrorist activities, civil commotion, currency fluctuations, strikes, fire, flood, tempest, or disaster or acts or failure to act of any governmental authority;

"Government" means the Government of the Turks and Caicos Islands;

"License"	means this License together with its Annexes;
"Licensed Area"	means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;
"Licensed Networks"	means those telecommunications networks set out in Annex B;
"Licensed Services"	means those telecommunications services set out in Annex A;
"Regulations"	means regulations issued pursuant to the Telecommunications Ordinance;
"Price Cap Regime"	means the rules for controlling Regulated Rates under section 27 of the Telecommunications Ordinance 2004;
"Regulated Rates"	means the fixed line monthly rental and fixed to fixed Domestic local call charges either intra-island calling or inter-island calling;
"Regulatory Fees"	means the fees payable by the Licensee to the Commission under Section 46 of the Telecommunications Ordinance;
"Telecommunications Ordinance"	means the Telecommunications Ordinance 2004;
"Spectrum License"	means the License to use the spectrum, as set out in Annex D;
"Universal Service"	means the services set out in Section 29 of the Telecommunications Ordinance 2004;
"Universal Service Fund"	means the fund which may be established pursuant to Section 29(5) of the Telecommunications Ordinance 2004.

2.2 Any word, phrase or expression used in this License shall, unless the context requires otherwise, have the same meaning as it has in the Telecommunications Ordinance and the Regulations.

2.3 Words importing the singular shall include the plural and vice versa. All references to legislation shall be deemed to refer to such legislation as amended or re-enacted from time to time.

3. GRANT

3.1 The Licensee is authorized to connect the Licensed Networks to:

3.1.1 Any other telecommunications network operated under a License granted by the Minister or Telecommunication Commission in accordance with the Telecommunications Ordinance;

3.1.2 Any telecommunications network outside the Licensed Area;

3.1.3 Any telecommunications apparatus in accordance with applicable requirements; and

3.1.4 Any terminal equipment approved for connection in accordance with the Telecommunications Ordinance.

4. SCOPE

4.1 The Licensee is hereby authorized to provide the Licensed Services by means of the Licensed Networks.

4.2 The Licensee is hereby authorized to establish and operate the domestic and international fixed wire public Internet networks and to provide the Licensed Services to any person within the Licensed Area.

4.3 The Licensee shall commence the provision of domestic and international fixed wire public Internet services within the Licensed Area by no later than three hundred and sixty-five (365) days after the Commencement Date.

4.3.1 Notwithstanding anything contained in paragraph 4.3, the Licensee shall not be in breach of the obligation to commence the provision of domestic and international wireless public Internet services within the Licensed Area where the Commission is satisfied that there are justifiable reasons for the non-performance by the Licensee of its obligations or if the Licensee has been unable to interconnect with other licensed carriers.

4.5 In no event does this License grant any exclusive right to operate any telecommunications network or to provide any telecommunications service, nor does it convey any proprietary rights.

4.6 For the avoidance of doubt, nothing in this License grants to the Licensee the right to establish or operate any telecommunications network, provide any telecommunications service or use any spectrum other than as set forth in the Telecommunications Ordinance, the Regulations, or this License.

5. DURATION OF LICENSE

5.1 This License begins on the Commencement Date, and shall continue in force for a period of fifteen (15) years, unless it lapses or unless it is suspended or revoked in accordance with a condition contained in this license or under the Telecommunications Ordinance 2004 and Regulations.

5.2 The Licensee shall pay to the Government an annual license fee in accordance with section 11 and 12 of the Telecommunications Ordinance.

6 DURATION OF SPECTRUM LICENSE

6.1 The Licensee is hereby licensed to use the spectrum set out in Annex D (Spectrum License) or such other spectrum as is assigned to the Licensee by the Commission following the establishment of the Spectrum Plan in accordance with Section 4 of the Frequency Management Regulations 2005

6.2 The Licensee shall pay the Spectrum fees on terms and conditions established under the Spectrum Fee Regulations 2005 (as may be amended) made there under.

- 6.3 The Licensee shall pay to the Government Spectrum fees as prescribed by the Telecommunication Ordinance and the Regulations made there under.
- 6.4 The Licensee shall abide by any and all authorized spectrum relocation or diminution as required and regulated by the Commission.

7. TERMINATION

- 7.1 In the event of termination of this License, other than by expiry of the terms set out in Clause 5, and 6 the Commission will grant such permissions as may be necessary to own such assets as may be necessary for the provision, maintenance and/or operation of a fixed wire circuits transiting the Licensed Area, which, for technical reasons, are required to be relayed by facilities located in the Licensed Area, provided that no such permission constitutes a License to provide a telecommunications service in the Licensed Area, except to the extent that a License is otherwise granted pursuant to the Telecommunications Ordinance.
- 7.2 In addition to any relevant provision under the Telecommunications Ordinance, this License may be terminated upon notice by the Commission to the Licensee with prior written consent of the Minister:
- (a) If the Licensee fails to comply with section 20 of the Telecommunications Ordinance.
 - (b) Should the Licensee be dissolved or go into liquidation otherwise than for the purpose of solvent reconstruction, or shall become insolvent, or shall cease to carry on a telecommunications business; or
 - (c) Where the Commission deems that there is, or is likely to be, a risk to national security.

8. SUB-CONTRACTING

- 8.1 Use of a subcontractor shall not relieve the Licensee of any of its obligations under this License and nothing under this sub-clause grants to any sub-contractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance. The Licensee must give qualified Belongers first preference in hiring any sub-contractor.

9. REGULATORY FEES

- 9.1 The Licensee shall pay the Regulatory Fees in accordance with section 46 of the Telecommunications Ordinance and the Regulations established thereunder.
- 9.2 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this License.

10. EMERGENCIES

- 10.1 The Licensee shall provide access to emergency telecommunications services by means of the Licensed Networks, as the Commission may prescribe.

11. DOMINANCE

- 11.1 The Commission may make a determination that a licensee is dominant in relation to the establishment, operation or maintenance of a telecommunications network or service in accordance with Section 16 of the Telecommunications Ordinance and the Interconnection and Access to Telecommunications Facilities Regulations 2005.
- 11.2 The Licensee may apply to the Commission to have any of its Licensed Services or Licensed Networks in any geographic or service market be classified as non-dominant where the Licensee considers that it has lost its dominance with respect to such Licensed Services or Licensed Networks and, should the Commission so classify Annexes A and B shall be amended to reflect such classification.
- 11.3 To the extent that the Licensee is dominant in relation to the establishment, operation and maintenance of some or all telecommunications services and telecommunications networks in the Licensed Area, the Commission may amend the License to include additional terms and obligations in accordance with section 17 and 18 of the Telecommunications Ordinance.

12. UNIVERSAL SERVICE OBLIGATIONS & UNIVERSAL SERVICE FUND

- 12.1 The Licensee may by notice or such other means as the Commission may from time to time determine, be required by the Commission to provide Universal Service in a manner and in respect of telecommunications services determined by the Commission at such price and with the quality specified by the Commission.
- 12.2 Prior to terminating the general offering to the public of telecommunications service in respect of which the requirement of Universal Service has been required the Licensee shall obtain written approval from the Commission.
- 12.3 The Commission may in accordance with section 29 of the Telecommunications Ordinance and Regulations establish a Universal Service Fund and arrange for the administration of the Fund.
- 12.3 If the Commission establishes a Universal Service Fund, the Licensee shall contribute to the fund by making any and all payments for the purpose of funding the Universal Service in accordance with the Telecommunications Ordinance and Regulations.

13. LICENSEE'S OBLIGATIONS TO USERS

- 13.1 The Licensee shall, in accordance with the Telecommunications Ordinance, take such steps as are necessary to ensure that, in relation to its Licensed Services, users can reasonably and reliably have access to information services to assist them with queries relating to the Licensed Services, including fault reporting, installation, billing and directory assistance.
- 13.2 The Licensee shall, no later than three (3) months after the Commencement Date, develop, implement and publish procedures for responding to complaints from and disputes with users related to statements of charges and to prices, and the Licensee shall respond quickly and adequately to any complaints not later than one (1) month after the filing of such complaint with the Licensee.

- 13.3 The Licensee shall be subject to the Commission's procedures for resolving such complaints from and disputes with users as are submitted to the Commission, where such disputes arise out of the Licensee's exercise of its rights and obligations under this License.
- 13.4 The Licensee shall, no later than three (3) months after the Commencement Date, submit to the Commission forms of its standard customer agreements, containing the terms and conditions for the provision of Licensed Services to users and shall, thereafter, file annually with the Commission, all forms of standard customer agreements for the provision of Licensed Services.
- 13.5 The Licensee shall notify all users of Licensed Services of the terms and conditions of the applicable standard customer agreements and shall thereafter provide Licensed Services based upon the applicable agreement.
- 13.6 The Licensee may from time to time modify its standard customer agreements and shall notify the Commission and users of such modification.
- 13.7 The standard customer agreements and any modifications made under Clause 13.6 shall be compliant with the Telecommunications Ordinance 2004 and Regulations and any other applicable laws. In the event that the standard customer agreements or modifications do not comply with the Telecommunications Ordinance 2004 and Regulations and any other applicable laws, the Commission shall instruct the Licensee to make the appropriate amendments. Such amendments shall be notified to users in accordance with Clause 13.6.
- 13.8 The Licensee shall publish both the prices and the terms and conditions for its Licensed Services no less than annually and, in addition, upon any change thereof, in such manner as the Commission may prescribe.
- 13.9 The Licensee shall set prices in accordance with section 27 of the Telecommunications Ordinance and the long term incentive based regime (which may be a price cap or other regime) as specified in the regulations;
- 13.10 The Licensee shall adhere to Quality of Service Regulations and shall make such reports regarding the quality of the services that it provided on a periodic basis, as specified by the Commission.
- 14. NUMBERING**
- 14.1 The Licensee shall operate its Licensed Networks and provide its Licensed Services in accordance with the numbering plan established pursuant to section 26 of the Telecommunications Ordinance.
- 14.2 The Licensee shall be entitled to use numbers that it has been authorized to use as of the Commencement Date, as set out in Annex C, subject to any changes required in accordance with section 26 of the Telecommunications Ordinance.
- 14.3 The Licensee shall be required to pay any relevant fees payable in accordance with the Regulations issued pursuant to section 64(2)(k) of the Telecommunications Ordinance for both the authorized numbers for which they are entitled to use at the Commencement Date as well as any new numbers allocations after the Commencement Date.

15. NON-DISCRIMINATION AND FAIR TRADING

- 15.1 The Licensed Networks shall be operated, and the Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to the Licensee and any and all of the bodies corporate with which it is affiliated. This Clause 15 shall not prevent the Licensee from negotiating favourable accounting and settlement rates for public internet services with any body corporate with which it is affiliated in any other jurisdiction, for the benefit of users in the Turks and Caicos Islands, provided that Licensee, and any of its affiliates, make such rates available to similarly situated third parties in the Turks and Caicos Islands with which Licensee, or such affiliates, have entered into arrangements to exchange or terminate international internet traffic.
- 15.2 In providing the Licensed Services and transmitting communications the Licensee shall not discriminate as between similar types of users and shall offer the Licensed Services on the same terms and conditions to similar types of users.
- 15.3 The Licensee shall permit the attachment of equipment to its Licensed Networks in a non-discriminatory manner and in compliance with Part V (Technical Regulations) of the Telecommunications Ordinance.
- 15.4 The Licensee shall not engage in anti-competitive pricing and other similar practices or any other activities, whether by act or omission, which have, or are intended to or likely to have, the effect of unfairly preventing, restricting or distorting competition in any market for the Licensed Services, as may be further specified in Regulations and in particular, the Licensee shall refrain from using revenues or resources from a Licensed Network or Licensed Service in respect of which the Licensee is dominant to cross-subsidise unfairly any other telecommunications network or telecommunications service, without the prior written approval of the Commission.
- 15.5 Without limiting the generality of Clause 15.4 above, any act or omission which leads, or is likely to lead, to a substantial lessening of competition in the market for any telecommunications network or telecommunications service is prohibited. The Commission will issue Guidelines describing, or may otherwise determine, what constitutes a substantial lessening of competition and the procedures for assessing it.
- 15.6 Any personal information that the Licensee obtains from or about a user in connection with the operation of a Licensed Network or the provision of a Licensed Service may be used in connection with the operation of such Licensed Network or the provision of such Licensed Service only as provided for in this License and Section 15 of the Telecommunications Ordinance.
- 15.7 The Licensee may only cease provision of any telecommunications service as a remedy for non- or partial payment by the user of that service of amounts on the same bill for other telecommunications services provided by the Licensee, or any of its affiliates, provided that any amounts paid are insufficient to meet the debt owed for that service. Any amounts paid by the user shall be allocated to his debt for services in the following order: 1) access line rental, and any applicable connection or reconnection charges; 2) domestic calls terminating on a fixed line network, including calls to an Internet service provider; and 3) among all other telecommunications services proportionately to the amounts owed for such telecommunications services.

- 15.8 The Licensee shall account for costs and keep such books of accounts and, where Regulations prescribe the manner in which such books are to be kept, shall keep such books of accounts in accordance with such Regulations.
- 15.9 The Licensee shall refrain from impairing or terminating the telecommunications service provided to a user during a bona fide dispute, without the prior written approval of the Commission, except that the Licensee may
- (a) in respect of a billing dispute, collect from any such user amounts that are not in dispute;
 - (b) in respect of customer premises equipment attached to any Licensed Network in contravention of the Telecommunications Ordinance, disconnect any equipment that is unsafe for a user, is not in compliance with international standards or that poses a risk of physical harm to such Licensed Network; and
 - (c) enforce the terms of its user agreement, provided that such terms do not incorporate matters that are the subject of any Regulations.

16. ACCESS DEFICIT CHARGES

- 16.1 The Commission may as it sees fit determine that there shall be an Access Deficit Charge and, in such case, the Licensee shall, comply with any guidelines the Commission shall publish pursuant to section 25A of the Telecommunications Ordinance.

17. INTERCONNECTION

- 17.1 The Licensee shall comply with Section 23 –25A of the Telecommunications Ordinance 2004 and the Interconnection and Access to Telecommunications Facilities Regulations 2005.
- 17.2 With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant as set forth in Annex A and B, the Licensee shall be required to provide interconnection to another licensee in accordance with section 22 of the Telecommunications Ordinance.
- 17.3 With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant, as set forth in Annex A and B respectively; the Commission may issue instructions to the Licensee in accordance with section 23 of the Telecommunication Ordinance.
- 17.4 With respect to any Licensed Network for which Licensee has been classified as dominant, Licensee shall make available on a timely basis, as the Commission may prescribe, to other carriers or service providers, such technical information as the Commission may determine regarding such Licensed Network, including planned deployment of equipment, and other information relevant to such other carrier's or service provider's network or services.

18. TERMINATION CHARGES

- 18.1 The Licensee shall set termination rates for termination on any other licensee's network in accordance with the interconnection Regulations

19. INFORMATION

- 19.1 The Licensee shall provide the Commission with such relevant accounting, financial, costs, technical and other information concerning any Licensed Networks or Licensed Services as the Commission may reasonably request to enable the Commission to carry out its functions under the Telecommunications Ordinance.
- 19.2 Subject to Clause 17.1, the Licensee shall provide to the Commission their financial information in accordance with Section 14 (c) and (g) of the Telecommunications Ordinance 2004 and the Regulations subject to Section 7 of the Telecommunications Ordinance 2004.

20. CONFIDENTIALITY

- 20.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any:
- 20.1.1 Confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;
- 20.1.2 Any information regarding usage of a Licensed Network or a Licensed Service; or
- 20.1.3 Information received or obtained in connection with the operation of a Licensed Network or the provision of a Licensed Service; unless the customer has given his or her consent to such use or disclosure or such disclosure is required under any law.
- 20.2 Notwithstanding Clause 20.1, the Licensee is permitted to use information to operate its Licensed Networks or Licensed Services, bill and collect charges, protect its rights or property or prevent users or other operators or providers from the fraudulent use thereof.

21. FORCE MAJEURE AND SERVICE INTERRUPTIONS

- 21.1 The Licensee shall not be in breach of this License, if and solely to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.
- 21.2 If, at any time, the Licensee anticipates that any Licensed Network or Licensed Service will become, or a Licensed Network or a Licensed Service becomes, interrupted for any significant period (which period means a period in excess of three (3) hours during any business day), the Licensee shall give notice to all affected persons, including subscribers and other operators of telecommunications networks and providers of telecommunications services, by all reasonable means, including by publication, radio or television announcement or individual notification, whichever is appropriate.
- 21.3 During a period of interruption, the Licensee shall use all reasonable endeavours to provide service on a provisional basis.

22. NOTICES

- 22.1 Notice may be given hereunder by the Minister or the Licensee by facsimile, hand delivery or courier and addressed to their respective addressees as follows:

The Minister: Ministry of Communications Works, Utilities and Housing
Pond Street

Grand Turk
Turks and Caicos Islands
Attention: Permanent Secretary
Fax No.: (649) 946 2740

The Licensee: TCT LTD.
Tower Plaza
Leeward Hwy
P.O. Box 679
Providenciales
Turks and Caicos Islands
Attention: Managing Director
Fax No.: (649) 946 4603

The Commission: Turks & Caicos Islands Telecommunications Commission
Business Solutions Complex,
Leeward Highway
P.O. Box 203
Providenciales
Turks and Caicos Islands
Attention: Chairman of Commission
Fax No. : (649) 946 1119

or any other address or fax number of which the Minister or the Licensee shall have notified the other of them in writing. Notices shall be deemed to have been received, in the case of facsimile, at the time of dispatch (or if the day of dispatch is not a business day, on the next following business day); in the case of courier, on the business day after dispatch; and in the case of hand delivery, when delivered (or if the day of delivery is not a business day, on the next following business day).

23. COMPLIANCE AND DISPUTE RESOLUTION

23.1 The Minister and the Commission may, where the Licensee has violated any provision of the Telecommunications Ordinance or the Regulations, or breached any provision of this License, take any action authorized by law.

23.2 If the Licensee disputes any action taken or not taken by the Minister or the Commission with respect to this License, the Licensee may pursue such rights as it has under sections 53 and 54 of the Telecommunications Ordinance, the Regulations or any other law.

24. GOVERNING LAW

24.1 This License shall be construed and interpreted in accordance with the laws of the Turks and Caicos Islands; and all matters relating hereto shall be determined by the courts of the Turks and Caicos Islands.

ANNEX A

LICENSED SERVICES

1. The Licensee is authorized pursuant to this License to provide the following domestic and international services to the public of the Turks and Caicos Islands on the Commencement Date, using switched or packet technology, or any other form of transmission, or any combination thereof.
 - 1.1 Domestic and international data services, Internet Service Provider (ISP) (including leased line).
 - 1.2 Any present or future modifications, upgrades or enhancements to the telecommunications services included in Annex A as approved by the TCI Telecommunications Commission
2. For purposes of this License, the Licensee is dominant on its License Network or Networks (Annex B) for the following services:
 - 2.1 Domestic and International public internet services provided over the Licensee's fixed wire network.
 - 2.2 Domestic and international leased line services provided over the Licensee's fixed wire network.
3. For avoidance of doubt, nothing in this Licence grants the Licensee the right to own or operate any telecommunications facilities used for the provision of fixed or mobile voice service that have not been granted in accordance with the Telecommunications Ordinance and associated Regulations.

ANNEX B

LICENSED NETWORKS

- 1.1 Any telecommunications networks in use as of the Commencement Date and used by the Licensee at and after the Commencement Date to provide any of the telecommunications services listed in Annex A, whether using switched or packet technologies or any other form or combination of telecommunications technologies.
- 1.2 The Licensee is authorized pursuant to this License to establish, own and or operate all telecommunications facilities for fixed wire and Internet Protocol Services Network(s) used to provide:
 - 1.2.1 Domestic and international data services, Internet Service Provider (ISP) (including leased line).
 - 1.2.2 Domestic and international leased line services provided over the Licensee's fixed wire network.
- 1.3 Any enhancements, augmentations, updates, upgrades, replacements and routine or normal expansions of the networks described in Clause 1.1, at the Licensee's discretion and subject to any applicable enactments and required permissions and approvals. Such enhancements, augmentations, updates, upgrades, replacements and routine or normal expansions include, but are not limited to:
 - 1.3.1 Fixed wire loops that connect to such networks
 - 1.3.2 Fiber Optic Cable both Domestic and International
 - 1.3.3 Satellite (including VSAT) both Domestic and International
 - 1.3.4 Replacement of components of such networks (e.g., copper with fiber optic cable); and
 - 1.3.5 Upgrading or constructing new transmission towers, poles, ducts and other associated facilities.
- 1.4 For avoidance of doubt, nothing in this License grants the Licensee the right to use spectrum other than the spectrum set out in Annex D.
- 1.5 Any telecommunications network other than the networks described in Clause 1.1, provided that in constructing such network (including by erecting or installing transmission towers, poles, ducts and other associated facilities, or carrying out any road works as provided by the Telecommunications Ordinance) the Licensee must comply with any applicable enactments and obtain all required permissions and approvals.

ANNEX C
SPECTRUM LICENSES

TBD

ATTESTATION CLAUSES

Signature:

Name:

G.G. LETHBRIDGE

Governor of THE GOVERNMENT OF THE
TURKS AND CAICOS ISLANDS

ACCEPTED AND CONFIRMED

Signature:

Name:

Nicole Waddle

Capacity:

Director

Date: Nov 23rd 2010

Authorised to sign on behalf of

TCT LTD

