



SPECTRUM LICENCE

[ISSUED UNDER PART IV OF THE TELECOMMUNICATIONS ORDINANCE 2009]

ISSUED TO: DIGICEL (TURKS & CAICOS) LIMITED

ISSUED ON: JULY 1, 2011

AMENDED: JULY 6, 2012 (DECISION NOTICE 2012-5)

APRIL 15, 2013 (DECISION NOTICE 2013-2)

JANUARY 12, 2015 (DECISION NOTICE 2014-12)

JANUARY 31, 2018 (DECISION NOTICE 2018-1)

TABLE OF CONTENTS

LICENCE

Interpretation 3

Scope of the Licence 3

Payment of Licence Fees 4

Use of Spectrum and Apparatus 4

Conditions for Assigned Radio Spectrum in the 700 MHz Band ... 5

Remedies for Non-Compliance 5

Information Requirements 5

SCHEDULE [Assigned Radio Spectrum] 6-7

ANNEX [Conditions for Assigned Radio Spectrum in the 700 MHz Band]..... 8-12

ATTESTATION CLAUSES 13

PA. AS

This **Spectrum Licence** ("the Licence") dated **July 1, 2011** is issued by the **Turks and Caicos Islands Telecommunications Commission** ("the Commission") in accordance with Section 35 of the Telecommunications Ordinance 2009 to **Digicel (Turks & Caicos) Limited** a company duly incorporated in the Turks and Caicos Islands ("the Licensee").

Interpretation

1. In this Licence unless the context requires otherwise:

"assigned radio spectrum" means the radio frequencies assigned in the Schedule;

"harmful interference" means interference that is or is likely to: (a) cause loss or damage to any person; (b) impair the normal operation of a licensed radiocommunication service or apparatus; (c) corrupt a message conveyed by any such service or apparatus (d) endanger the functioning of a radio navigation service or of other safety services;

"interference" means the prejudicing by emissions or reflections from the Licensee's radiocommunication station or apparatus of any of the forms of electromagnetic energy or the fulfillment of the purposes for which a terrestrial technical system is installed or maintained;

"international standards body" means the International Telecommunication Union (ITU), the International Organization for Standardization (ISO), the International Electrotechnical Committee (IEC), the American Standards Organizations, the European Standards Organization and any other body that may be specified by the Commission to be an international standards body;

"Licensed Network" means the network operated by the Licensee pursuant to a licence granted under Part III of the Ordinance;

"Licensed Service" means the services authorized to be provided under the Licensed Network;

"Ordinance" means the Telecommunications Ordinance 2009 and includes the regulations made under it;

"radiocommunication station" means a site upon which radiocommunication apparatus is deployed, including any vehicle, ship or aircraft;

"Spectrum Plan" means the Turks and Caicos Islands Table of Frequency Allocations published by the Commission under the Ordinance;

"Technical Conditions" means the conditions relating to radiated power limits, technical standards, modulation techniques or other characteristics established by international standards bodies that apply to the use of the assigned radio spectrum.

2. Any word, phrase or expression used in this Licence shall, unless the context requires otherwise, have the same meaning that it has in the Ordinance.

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

Scope of the Licence

4. The Licensee is authorized to use the assigned radio spectrum in accordance with the Spectrum Plan for the operation of its Licensed Network and the provision of its Licensed Service. The Licensee may not use the assigned radio spectrum for any other purpose.

5. The Licensee is authorized to use of the radio frequencies in its assigned radio spectrum for the period of validity mentioned in the Schedule for each of the radio frequencies.

6. This Licence replaces any spectrum licence that may have been granted to the Licensee by the Commission or any other person in the past.

Payment of Licence Fees

7. The Licensee shall pay to the Commission in respect of the radio frequencies in its assigned radio spectrum the fees that are applicable to those frequencies under the Telecommunications Fee Structure Regulations.

Use of Spectrum and Apparatus

8. The Licensee shall ensure that its use of the assigned radio spectrum authorised by this Licence does not cause harmful interference to any other licensed radiocommunication service or radiocommunication apparatus.

9. The Licensee shall ensure that its radiocommunication apparatus are adequately protected from interference that may be caused by other radiocommunication stations and apparatus operating in the same geographical area or radio frequency band, or in adjacent geographical areas or frequency bands.

10. The Licensee shall ensure that its use of the assigned radio spectrum authorised by this Licence does not cause any danger to the public.

11. The Licensee shall ensure that its radiocommunication service and apparatus complies with relevant Technical Conditions.

12. The Licensee shall assist the Commission in coordinating and managing the efficient use of radio frequencies with neighbouring countries.

13. The Licensee shall obtain all consents and approvals required under the Turks and Caicos Island laws before the commencement of any installation of its radiocommunication station or apparatus.

14. Where the Licensee's radiocommunication station or apparatus causes the emission of harmful interference or causes any other radiocommunication station or apparatus to emit harmful interference, the Licensee shall take such steps as the Commission may direct to remove the source of such harmful interference and furnish such information as the Commission may request concerning the interference. Before making a direction the Commission may consult the Licensee or any other person that it considers may be affected by the direction.

15. The Licensee shall investigate immediately upon being notified in writing by the Commission any complaint alleging that harmful interference has been, is being or is about to be emitted by its radiocommunication station or apparatus.

16. The Licensee shall ensure that all persons using its radiocommunication apparatus are made aware of the conditions of this Licence and comply with those conditions.

17. The Licensee shall keep accurate, up to date and detailed records of the operation of its radiocommunication apparatus and shall make this information available, promptly and without charge to the Commission.

18. The Licensee shall notify the Commission of any proposed material change to its radiocommunication station or apparatus and shall provide such information as the Commission may require for the purpose of assessing the effect of such change.

19. Upon receiving reasonable prior notice, the Licensee shall allow the Commission to inspect its radiocommunication station or apparatus and shall provide such assistance as the Commission may require verifying that the radiocommunication station or apparatus are in compliance with the conditions of this Licence.

20. The Licensee shall exhibit all notices and instructions given to it by the Commission at its radiocommunication station.

Conditions Pertaining to Assigned Radio Spectrum in the 700 MHz Band

20 A. The Licensee shall comply with the conditions in the Annex pertaining to the assigned radio spectrum 704–716 MHz and 734–746 MHz in the Schedule. *(added April 1, 2013, Commission Decision 2013 – 2)*

Remedies for Non-Compliance

21. In the event of any failure by the Licensee to comply with the conditions of this Licence the Commission may take such action as it deems appropriate, including suspension and revocation of the Licence, in accordance with the provisions of the Ordinance.

Information Requirements

22. Not later than the end of the period of three months beginning with the day after the end of each financial year, the Licensee shall furnish to the Commission a report of its activities during the past financial year.

23. The Licensee shall furnish to the Commission in such manner and at such times as the Commission may request in writing such information related to the activities of the Licensee under this Licence as the Commission may reasonably require in the performance of its functions.

SCHEDULE
[Assigned Radio Spectrum]

License Services	Assigned Frequency (MHz)	Bandwidth	Type of Service	Coverage Area	Emission Power Level (Watts)	Period of Validity	
						From	To
Cellular (700MHz)	704 – 716 MHz Up-link	12MHz	LTE	National		April 1, 2013	March 31, 2021
	734 – 746 MHz Down-link	12MHz				April 1, 2013	March 31, 2021
Cellular (AWS-4)	1710 – 1725 MHz Up-link	15 MHz	LTE	National		November 30, 2017	November 30, 2021
	2110 – 2115 MHz Down-link	15 MHz				November 30, 2017	November 30, 2021
Cellular (900MHz)	894.6 – 904.4MHz Up-link	10MHz	GSM	National		March 31, 2006	March 31, 2021
	939.6 – 949.4MHz Down-link	10MHz				March 31, 2006	March 31, 2021
Cellular (1900MHz)	1895.2 – 1905.2 MHz Uplink	10MHz	GSM	National		March 31, 2006	March 31, 2021
	1975.2 – 1985 MHz Downlink	10MHz				March 31, 2006	March 31, 2021
Microwave	6 GHz	6025 MHz (CH1)TX	Microwave	National		December 4, 2014	March 31, 2021
		6065 MHz (CH2)TX		National		December 4, 2014	March 31, 2021
		6105 MHz (CH3)TX		National		December 4, 2014	March 31, 2021
		6145 MHz (CH4)TX		National		December 4, 2014	March 31, 2021
		6500 MHz (CH5)TX		National		December 4, 2014	March 31, 2021
		6540 MHz (CH6)TX		National		December 4, 2014	March 31, 2021
		6580 MHz (CH7)TX		National		December 4, 2014	March 31, 2021
		6700 MHz (CH8)TX		National		December 4, 2014	March 31, 2021
		6740 MHz (CH9)TX		National		December 4, 2014	March 31, 2021
		6285 MHz (CH1)RX		National		December 4, 2014	March 31, 2021
		6325 MHz (CH2)RX		National		December 4, 2014	March 31, 2021
		6365 MHz (CH3)RX		National		December 4, 2014	March 31, 2021
		6405 MHz (CH4)RX		National		December 4, 2014	March 31, 2021
		6840 MHz (CH5)RX		National		December 4, 2014	March 31, 2021
		6880 MHz (CH6)RX		National		December 4, 2014	March 31, 2021
		6920 MHz (CH7)RX		National		December 4, 2014	March 31, 2021
		7040 MHz (CH8)RX		National		December 4, 2014	March 31, 2021
		7080 MHz (CH9)RX		National		December 4, 2014	March 31, 2021
Microwave	7GHz	7142 MHz (CH1)Tx	Microwave	National		March 31, 2006	March 31, 2021
		7170MHz (CH 2)Tx		National		March 31, 2006	March 31, 2021
		7296 MHz(CH1)Rx		National		March 31, 2006	March 31, 2021
		7324MHz (CH2)Rx		National		March 31, 2006	March 31, 2021

Microwave	7 GHz	7198 MHz (CH 3)TX	28 MHz	Microwave	National		November 30, 2017	November 30, 2021
		7254 MHz (CH 5)TX	28 MHz		National		November 30, 2017	November 30, 2021
		7352 MHz (CH 3)RX	28 MHz		National		November 30, 2017	November 30, 2021
		7408 MHz (CH 5)RX	28 MHz		National		November 30, 2017	November 30, 2021
Microwave	15GHz	14747.75 MHz Tx	28 MHz	Microwave	National		July 6, 2012	March 31, 2021
		14844.00 MHz Rx	28 MHz		National		July 6, 2012	March 31, 2021
		15237.75 MHz Tx	28 MHz		National		July 6, 2012	March 31, 2021
		15334.00 MHz Rx	28 MHz		National		July 6, 2012	March 31, 2021
		14837 MHz (CH 16)TX	28 MHz		National		November 30, 2017	March 31, 2021
		15327 MHz (CH 16)RX	28 MHz		National		November 30, 2017	March 31, 2021
Satellite	3.7-4.2GHz Downlink	3756.0875 MHz Rx		Vsat	International		March 31, 2006	March 31, 2021
		3763.1880 MHz Rx					March 31, 2006	March 31, 2021
	5.9-6.4GHz Uplink	5955.2125 MHz Tx					March 31, 2006	March 31, 2021
		5979.8025 MHz Tx					March 31, 2006	March 31, 2021

PA. AS

ANNEX

Conditions for the Assigned Radio Spectrum in the 700 MHz Band

The following conditions apply in respect of the assigned radio spectrum 704–716 MHz and 734–746 MHz in the Schedule.

Deployment Conditions of Licence and Related Reporting Requirements

- i) Using the 700 MHz band assigned radio spectrum, the Licensee shall commercially deploy 4G LTE mobile broadband services in the provision of Licensed Services and provide commercial service coverage to a minimum of 75% of the population of the Turks & Caicos Islands within 18 months of the issuance of this Spectrum Licence.
- ii) Using the 700 MHz band assigned radio spectrum, the Licensee shall provide commercial service coverage of 4G LTE mobile broadband services to a minimum of 98% of the population of the Turks & Caicos Islands within 30 months of the issuance of this Spectrum Licence.
- iii) The Licensee shall file a 4G LTE mobile broadband services deployment status report with the Commission at the following dates: (i) 18 months following the issuance of this Spectrum Licence, (ii) 30 months following the issuance of this Spectrum Licence and (iii) every succeeding 2 years after the date in (ii). In its first report, the Licensee shall, among other things, report the date that it first commercially deployed 4G LTE mobile broadband services using the 700 MHz band assigned radio spectrum in the provision of Licensed Services (the “Commercial Service Date”).

Public Benefit Conditions of Licence

1. Free Internet Connection Service for All Public / Government Primary and Secondary Schools and Community Colleges

The Licensee shall provide free 4G LTE broadband Internet service to all public/Government primary and secondary schools and community colleges, as follows:

- i) The Licensee shall, at no charge, provide each public/Government school in the Turks and Caicos Islands with a 4G LTE broadband Internet connection service (the “School Internet Service”).
- ii) The Licensee shall ensure that each school has full and sufficient WiFi coverage throughout and around each campus, allowing students and teachers to connect to and utilize the School Internet service wirelessly using a laptop, tablet and/or dongle (the “School WiFi Service”).
- iii) The Licensee shall, at its expense, cover the full cost of the equipment (and any required replacement equipment) and equipment installation to provide the School Internet Service and the School WiFi Service.
- iv) The Licensee shall not impose a data cap on the School Internet Service, provided the School Internet Service follows Digicel's standard fair usage policy applicable to all of its 4G LTE customers.
- v) The Licensee shall increase the bandwidth speeds of the School Internet Service in step with market trends and, in this regard, it shall provide each school with a minimum of:
 - a) 2 Mbps download and 2 Mbps upload of dedicated bandwidth per school at launch of the first school to receive School Internet Service,
 - b) 4 Mbps download and 4 Mbps upload of dedicated bandwidth per school in the 2nd year after launch of the first school to receive School

PAAS

Internet Service,

c) 5 Mbps download and 5 Mbps upload of dedicated bandwidth per school in the 3rd year after launch of the first school to receive School Internet Service, and

d) 8 Mbps download and 8 Mbps upload of dedicated bandwidth per school in the 4th and subsequent years after launch of the first school to receive School Internet Service.

vi) All public/Government schools in the TCI are eligible for the School Internet Service, including the following:

- 1) Majorie Basden High School,
- 2) Iris Stubbs Primary School,
- 3) H.J. Robinson High School,
- 4) TCI Community College Grand Turk campus
- 5) TCI Community College Providenciales campus,
- 6) Raymond Gardiner High School,
- 7) Clement Howell High School,
- 8) Enid Capron Primary School,
- 9) Oseta Jolly Primary School,
- 10) Ianthe Pratt Primary School,
- 11) Doris Robinson Primary School,
- 12) Adelaide Oemler Primary School,
- 13) Eliza Simons Primary School,
- 14) Hubert James Primary School, and
- 15) Ona Glinton Primary School.

vii) The Licensee shall provide School Internet Service and School WiFi Service to all schools within 6 months following the Commercial Service Date.

viii) The Licensee shall provide School Internet Service and School WiFi Service to any public/Government school that is not listed in (vi) above and that commences operations at any time within 5 years following the Commercial Service Date.

ix) The Licensee shall provide School Internet Service and School WiFi Service for a minimum of 5 years from the date of the launch of the first school to receive School Internet Service. The Licensee shall continue to provide School Internet Service and School WiFi Service after the initial 5 year period subject to commercial negotiations between the Licensee and the relevant Government body

2. Subsidized Device and Data Bundle for Students and Teachers

The Licensee shall provide subsidized 4G LTE devices and broadband data service to students and teachers as follows:

- i) The Licensee shall offer all students and teachers in the TCI – including those at public and private schools – a voucher to permit the purchase of a 4G LTE compatible tablet computer ("tablet PC") from a Digicel retail store for not more than US\$150 upfront – this price is expected to drop overtime – and not more than US\$40 per month for 1 GB per month of 4G LTE mobile broadband data service for the tablet PC, with download/upload speeds of a minimum of 10 / 6 Mbps (altogether, the "Bundled Offer")..
- ii) Under the Bundled Offer, students and teachers will pay a monthly fee of no more than US\$40 for 11 months and the Licensee will provide the 12th month of service at no charge. After the initial 12 months period the student or teacher will own the tablet PC (with no additional payment required), and if they wish to sign up for another year of service they can choose to either pay no more than US\$25 per month for the service or receive a newer tablet PC on the same terms

and conditions as previous one – i.e. pay no more than US\$150 upfront and US\$40 per month on a 11 month contract with the 12th month being free of charge. Once a student or teacher signs up for the Bundled Offer, they will be eligible for the service as aforesaid for 12 months even if during that time they cease to be a student or teacher.

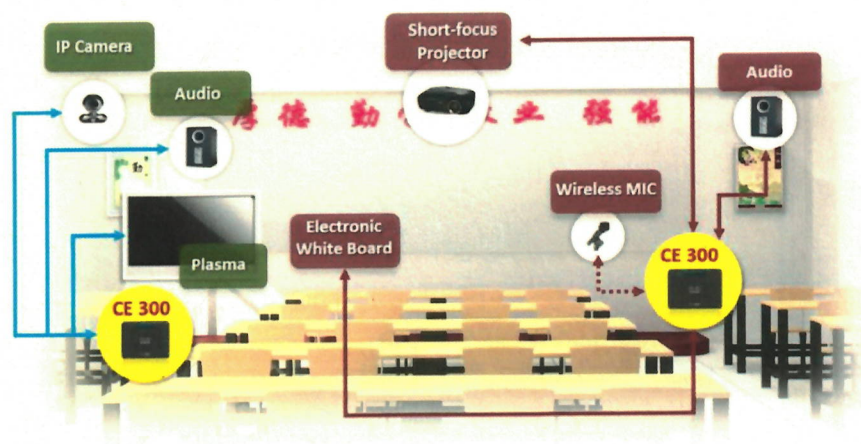
- iii) For individuals to be eligible for the subsidized tablet PC and data bundle, they must be either working for or attending one of the legally registered schools in the TCI. Subsidized devices may be limited to one per person per year (i.e., during the first year in which an eligible person subscribes to the Bundled Offer).
- iv) The tablet PC to be offered by the Licensee will at the minimum have the following features:
 - a) Tablet PC
 - b) LTE, HSPA+, GPRS/EDGE, , and WiFi modems
 - c) 7" inch screen
 - d) 1GB RAM
 - e) 8GB HD
 - f) One of Android/iOS/Blackberry 10/Windows 8 Operating System
- v) The Licensee shall not impose any restrictions on the tablet PCs being offered to students and teachers beyond its standard terms and conditions.
- vi) If and when the Licensee increases generally the download and/or upload speeds for its 4G LTE mobile broadband services, all student and teacher customers of the Bundled Offer shall also benefit from the same increases in speed.
- vii) The Bundled Offer shall be made available to all students and teachers within 6 months following the Commercial Service Date.
- viii) This Bundled Offer shall be made available to all students and teachers for a minimum of 3 years following the Commercial Service Date. The Licensee shall continue to offer a Bundled Offer after the initial 3 year period depending on market trends and forces at the time

3. One Digital Classroom with Equipment and Training for Every Public High School and One per Each Campus of the Community College

The Licensee shall provide Digital Classroom equipment and related training program (the "Digital Classroom Program") for every public/Government high school and each community college campus as follows:

- i) The equipment to be used in the Digital Classroom Program shall be new and state of the art and should include, among other things, an all-in-one modem device that combines wired and wireless connectivity, audio/video ports and USB connectivity and which can connect any interactive whiteboard and LCD displays to provide a visual learning experience.

As per the diagram below, the required Digital Classroom Program equipment should include, but not necessarily be limited to: IP camera(s); Audio (speakers); digital projector; all-in-one digital modem (similar to Cisco Edge 300); electric white board(s); plasma(s) or LCD(s) screens and wireless microphone(s). This equipment is to be configured according to classroom size.



- ii) The Licensee shall, at its expense, cover the full cost of all of the equipment for the Digital Classroom Program.
- iii) The Licensee shall, at its expense, be responsible for the maintenance and repair of the equipment for the Digital Classroom Program, in keeping with the normal/purposed use of said equipment and also within the manufacturer's warranty procedures. The provision of such maintenance and repair services shall continue for a minimum of 3 years. The Licensee may monitor the equipment remotely and it shall remotely correct those problems that can be corrected remotely. If there are issues that require on-site maintenance, the Licensee shall liaise with its contact at the school to arrange a time when the Licensee's designated technician can make the on-site visit to effect repairs. Faults that can be corrected remotely shall be corrected within 48 hours and those that require an on-site visit shall be corrected within 72 hours – unless they require a replacement part that cannot be sourced within TCI, and in such a case, the fault shall be corrected within 10 working days.
- iv) The life span of the Digital Classroom Program equipment is expected to be at a minimum 3 years and the Licensee shall maintain this equipment for a minimum 3 year period. If and when obsolete equipment requires replacement, the Licensee shall negotiate in good faith with the Government to provide same on a fully or partially subsidized basis.
- v) The Licensee shall connect the School Internet Service to provide Internet connectivity for the Digital Classroom Program.
- vi) All public/Government high schools and both community college campuses are eligible to participate in the Digital Classroom Program. Specifically, the following eligible schools and college campuses are each eligible to receive one Digital Classroom Program:
 - 1) Majorie Basden High School,
 - 2) H.J. Robinson High School,
 - 3) TCI Community College Grand Turk campus,
 - 4) TCI Community College Providenciales campus,
 - 5) Raymond Gardiner High School, and
 - 6) Clement Howell High School.
- vii) The Licensee shall provide one Digital Classroom program to any public/Government high school or community college campus that is not listed in (vi) above and that commences operations at any time within 5 years following the Commercial Service Date.
- viii) The Licensee shall install the Digital Classrooms in all schools listed in (vi) above no later than 6 months following the Commercial Service Date.
- ix) The Licensee shall, at its expense, provide adequate training for teachers and other high school and community college staff responsible for operating the

Digital Classroom Program equipment at the time the equipment is installed and on an ongoing basis as reasonably required.

Public Benefits Reporting


The Licensee shall file an annual Public Benefits Status Report with the Commission each year following the issuance of this Spectrum License (on or before April 1st of year). The Licensee shall describe the status of its compliance with each of the three above-noted Public Benefit conditions, and shall include a detailed explanation how the Licensee has satisfied each of the conditions.

The Commission will re-evaluate the requirement to annually file a Public Benefits Report after the fifth year of the term of this Spectrum Licence.

ATTESTATION CLAUSES

Name: PEPPO M. ARIZA

Position: CHAIRMAN


Signature: 

**For and on behalf of the
Turks and Caicos Islands Telecommunications Commission**



Name: ADDISON STODDARD

Position: CHIEF EXECUTIVE OFFICER

Signature: 

For and on behalf of Digicel (Turks & Caicos) Limited