



UTILITY REGULATION AND COMPETITION OFFICE

EXPERIMENTAL LICENCE

(4G LTE & Fixed Wireless Solution Experimental Testing)

THE NETWORK(S) SHALL BE OPERATED ACCORDINGLY:

- 1) USABLE FREQUENCIES SHALL BE: 2500MHz to 3700MHz
- 2) THE DAILY OPERATIONAL DURATION SHALL BE BETWEEN THE HOURS OF 0600 HRS AND 1800 HRS (LOCAL CAYMAN).
- 3) COORDINATION WITH EXISTING ICT LICENSEE(S) WHO HAVE SPECTRUM ASSIGNMENTS WHICH MAY BE AFFECTED BY TESTING:
 - (a) TIME AND DURATION OF EXPERIMENTAL TESTING
 - (b) TECHNICAL DETAILS OF EXPERIMENTAL TESTING
 - (c) LOCATION OF EXPERIMENTAL TESTING
 - (d) CONFIRMATION OF AGREEMENT FOR EXPERIMENTAL TESTING WITH POTENTIALLY AFFECTED LICENSEE(S).
 - (e) INTERFERENCE RESOLUTION PLAN.
- 4) NOTIFY THE OFFICE 48HRS PRIOR TO COMMENCING ALL EXPERIMENTAL TESTING (OFFICE HOURS - MONDAY TO FRIDAY 0800 TO 1600 HRS (LOCAL CAYMAN)).
- 5) ALL EQUIPMENT UTILIZED FOR EXPERIMENTAL TESTING SHALL BE COMPLIANT WITH ICTA (INTERFERENCE AND EQUIPMENT STANDARDIZATION) REGULATIONS, 2004.

EFFECTIVE DATES: 1ST SEPTEMBER 2019 TO 29TH FEBRUARY 2020



LICENCE ISSUED TO

**Empyrean Holdings (T/A 'Maxcom')
under Part III of**

THE INFORMATION AND COMMUNICATIONS TECHNOLOGY LAW (2019 REVISION)

The Utility Regulation and Competition Office in exercise of the powers conferred on it by Section 23 of the Information and Communications Technology Law (2019 Revision), grants Maxcom a Licence to establish, operate and maintain the Information and Communications Technology Networks and provide the Information and Communications Technology Services as these terms are defined in the Conditions of the Licence, SUBJECT TO the Conditions, all decisions, directions, orders, regulations, resolutions, rules of the Utility Regulation and Competition Office, all applicable laws and regulations and the like of the Cayman Islands and applicable tariffs.

**GRANTED BY THE UTILITY REGULATION AND COMPETITION OFFICE, of the
Cayman Islands, on this 30th day of August 2019**

Alee Fa'amoe

**Acting CEO, Executive Director ICT
Utility Regulation and Competition Office**

Table of Contents

PART I: THE LICENCE 4

1 DEFINITIONS AND INTERPRETATION 4

2 SCOPE OF THE LICENCE 5

3 LICENCE FEE 6

4 COMPLIANCE 6

5 PROVISION OF INFORMATION 7

6 DEVELOPMENT OF LICENSED ICT NETWORKS AND LICENSED ICT SERVICES 7

7 DURATION 8

8 REGULATORY TREATMENT 8

PART II: GENERAL PROVISIONS 8

9 ASSIGNMENT 8

10 LICENCE COMMENCEMENT DATE 8

11 AMENDMENTS 8

12 COMPLIANCE WITH LAWS 8

PART III SERVICE OBLIGATIONS 8

13. OPERATIONS 8

14. MARKETING 8

ANNEX 1 9

ANNEX 2 10

ANNEX 3 11

PART I: THE LICENCE

1 DEFINITIONS AND INTERPRETATION

1.1 A word or expression used in the Licence and the Conditions and also used in the ICT Law has the meaning ascribed to that word or expression by the ICT Law. In addition, the following expressions shall have the following meanings given to them.

“Annex” means one or more attachments to this Licence, all of which constitute a part of and are unique to this Licence.

“Authorised Frequencies and Transmitters” means those frequency bands of the spectrum and transmitters set forth in Annex 2.

“OfReg” or “Office” means the Utility Regulation and Competition Office.

“Conditions” means all the clauses of this Licence, including any and all Annexes, as may be amended, revoked or added to.

“Facility” or “Facilities” means any component of an ICT Network.

“ICT Law” means the Information and Communications Technology Law (2019 Revision) and any amendments or revisions thereto.

“Licence” means this licence authorising and requiring the Licensee specified herein to establish, operate and maintain the specified Licensed ICT Networks and/or provide the specified Licensed ICT Services, subject to the Conditions.

“Licence Commencement Date” means 1 September 2019.

“Licence Fee” means the fee or fees prescribed by the Office under the provisions of Section 30 of the ICT Law and payable to the Office by the Licensee.

“Licensed ICT Network” means an ICT network or Facilities specified by the Office in a Notice published in the Gazette in accordance with Section 23(2) of the ICT Law as requiring a Licence.

“Licensed ICT Service” means an ICT service specified by the Office in a Notice published in the Gazette in accordance with Section 23(2) of the ICT Law as requiring a Licence.

“Licensee” means Empyrean Holdings (T/A ‘Maxcom’).

“Other Licensee” means any person, other than the Licensee, who has the benefit of a Licence granted under Part III of the ICT Law.

“Public” means any natural or legal person in the Cayman Islands.

“Term” means, pursuant to Section 28(a) of the ICT Law, the period of time during which this Licence is valid as specified in Annex 1.

“Terms of Service” means the terms and conditions pursuant to which the Licensee shall make all services available to a User.

“URC Law” means the Utility regulation and Competition Law (2016 Revision)

“User” means a natural person who uses or listens to the networks or services of the Licensee, but is not necessarily a subscriber.

1.2 In the Licence and these Conditions, unless the context indicates a contrary intention:

- (a) references to paragraphs and subparagraphs are to paragraphs and subparagraphs of the Conditions, as varied from time to time;
- (b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions and reference to such a document is to that document as varied from time to time;
- (c) headings used for Conditions, paragraphs and subparagraphs are for ease of reference only and will not affect the interpretation of the Conditions;
- (d) references to any law, rule, regulation or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same;
- (e) use of the word "includes" or "including" should be construed as being without limitation;
- (f) the masculine gender shall include the feminine and neuter, and the singular shall include the plural, and vice versa, and words importing persons shall include firms or companies; and,
- (g) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in the Licence and otherwise any word or expression shall have the same meaning as it has in the ICT Law.

2 SCOPE OF THE LICENCE

2.1 In accordance with Section 23 of the ICT Law, this Licence authorises and requires the Licensee to establish, operate and maintain the Licensed ICT Networks and provide the Licensed ICT Services specified in Annex 1 for the Term specified in Annex 1 SUBJECT TO Conditions of this Licence and all applicable decisions, directions, orders, regulations, resolutions, rules of the Utility Regulation and Competition Office, and all applicable laws and regulations of the Cayman Islands and the like, and applicable tariffs.

2.2 In accordance with Section 23 of the ICT Law, this Licence authorises the use by the Licensee of the Authorised Frequencies and Transmitters listed in Annex 2 for the Term listed in Annex 1. The Office retains ownership of the radio frequency spectrum set forth in Annex 2, and the Licensee agrees that it will abide by any and all radio frequency spectrum reallocation or diminution as required by the Office.

- 2.3 All ICT Services and all ICT Networks subject to licensure under the ICT Law and operated by the Licensee are subject to regulation by the Office. Nothing in this Licence shall be taken to mean or imply any derogation of, or limitation on, the exercise by the Office of all its duties, functions and responsibilities contained in the URC Law or the ICT Law.
- 2.4 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the Licensed ICT Network or Licensed ICT Services and for the exercise of its rights or discharge of its obligations under this Licence and the ICT Law.
- 2.5 The granting of the Licence does not give the Licensee any rights over the Authorised Frequencies and Transmitters listed in Annex 2 in any way, or any expectation that the Licensee will be granted such a licence in the future.
- 2.6 The granting of the Licence does not give the Licensee any rights to provide service other than to participants of the experimental testing, and these services are to be provided free of charge for testing purposes only.
- 2.7 The Licence can be withdrawn by the Office at any time and for any reason.
- 2.8 As the Authorised Frequencies in Annex 1 could potentially be used by many persons for similar purposes, there is no guarantee by the Office that the use of such frequencies will be interference free and the Licensee accepts any interference caused by any other operations, which may further limit the effective service range of the Licensee's broadcast.

3 LICENCE FEE

- 3.1 No Licence Fees shall be payable by the Licensee for the establishment, operation and management of the Licensed ICT Networks and/or provision of the Licensed ICT Services specified in this Licence.

4 COMPLIANCE

- 4.1 In addition to complying with the Conditions of this Licence, the Licensee shall comply with:
 - (a) any obligation imposed on it by any law, regulation or rule of the Cayman Islands that is applicable; and,
 - (b) any decision, direction, determination, order, regulation, resolution, request or rule duly issued by the Office under the URC Law, ICT Law, this Licence, or any law, regulation or rule of the Cayman Islands that is applicable.

5 PROVISION OF INFORMATION

- 5.1 Any and all aspects of the Licensee's ICT Networks and ICT Services, including the use of the Authorised Frequencies under the Licence, shall be subject to examination, investigation and audit by the Office. The Licensee shall provide to the Office in the manner and at the times required by the Office, on reasonable notice, any documents, reports or other information so required.
- 5.2 The Office may conduct, from time to time, or may delegate to a suitably qualified person as the Office may decide, an examination, investigation or audit of use of the Licensee's ICT Networks and ICT Services and of its compliance with the Conditions and the Laws.
- 5.3 The Office shall notify the Licensee of the objectives and scope of any examination, investigation or audit carried out under Condition 5.2 in advance of the commencement of such examination, investigation or audit, except where the Office has reasonable grounds for believing the Licensee is or has been acting fraudulently or contrary to law.
- 5.4 The scope of any examination, investigation or audit carried out under Condition 5.2 shall be no wider than is necessary to fulfil the objectives of the said examination, investigation or audit.
- 5.5 The Licensee shall provide any and all assistance requested by the Office in relation to any such examination, investigation or audit, such request to be made on reasonable notice, except where the Office has reasonable grounds for believing the Licensee is or has been acting fraudulently or contrary to law.
- 5.6 The Office may issue directions with regard to the manner in which such examination, investigation or audit is to be carried out and with which the Licensee shall fully comply.

6 DEVELOPMENT OF LICENSED ICT NETWORKS AND LICENSED ICT SERVICES

- 6.1 The Licensee shall develop and operate the Licensed ICT Networks and Licensed ICT Services according to standards of performance in line with international best practices.
- 6.2 The Licensee shall comply at all times with relevant standards and/or specifications established by the Office.
- 6.3 The Licensee shall comply with any directions issued by the Office from time to time regarding any other quality of service indicators, measurement methods and compliance requirements, as may be reasonably required, for the Licensed ICT Networks and Licensed ICT Services.
- 6.4 The Licensee shall on request by the Office supply the results of its measurements of actual performance against any quality of service indicators and measurements which the Office may publish or require publication of such information as it considers appropriate.

7 DURATION

- 7.1 This Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the Laws of the Cayman Islands, directions issued by the Office and applicable tariffs, if any, and subject to any revocation or suspension by the Office, for the Term.

8 REGULATORY TREATMENT

- 8.1 Market conditions may require the Office to issue directives, rules or regulations concerning the regulatory treatment of the Licensee. In such event, the Licensee shall comply with any such directives, rules or regulations as issued by the Office.

PART II: GENERAL PROVISIONS

9 ASSIGNMENT

- 9.1 The License is not capable of and therefore cannot be assigned, convey or transferred, in whole or in part, by any person to any person.

10 LICENCE COMMENCEMENT DATE

- 10.1 This Licence shall take effect on the date granted by the Office.

11 AMENDMENTS

- 11.1 Subject to Section 31 of the ICT Law, no amendments or additions to this Licence shall be valid unless in writing and signed on behalf of the Office.

12 COMPLIANCE WITH LAWS

- 12.1 The Licensee shall comply at all times with the Laws (including regulations) of the Cayman Islands.

PART III SERVICE OBLIGATIONS

13. Operations

- 13.1 Pursuant to the ICTA (Interference & Equipment Standardization) Regulations, 2004, the Licensee must insure it does not "use any apparatus in such a manner as to cause direct or indirect harmful interference with any ICT Network or ICT Service, whether public or private".

14. Marketing

- 14.1 The licensee shall not market the licensed Networks or Services to members of the Public other than for the purpose of seeking participation in the Experimental Testing.

ANNEX 1

LICENSED ICT NETWORKS AND ICT SERVICES

The Licensee is authorized to operate the following ICT Networks as defined by the Office under the provisions of section 23(2) of the ICT Law and published in a Notice in the Gazette from time to time:

Type	Description	Term
B	Fixed Wireless (A wireless network (other than Mobile) providing access to ICT Service(s) to residential and/or business Subscribers.)	1 st September 2019 to 29 th February 2020
C	Mobile (cellular, Mobile networks operating according to international standards known as 2G, 3G, 4G, LTE, 5G, or any other bands designated as such by the Office.)	1 st September 2019 to 29 th February 2020
S	Spectrum*	1 st September 2019 to 29 th February 2020

The Licensee is authorised to supply the following ICT Services as defined by the Office under the provisions of section 23(2) of the ICT Law and published in a Notice in the Gazette:

Type	Description	Term
1	Fixed Telephony	1 st September 2019 to 29 th February 2020
3	Mobile Telephony	1 st September 2019 to 29 th February 2020
9	Internet Service Provider	1 st September 2019 to 29 th February 2020

ANNEX 2

AUTHORISED FREQUENCIES

2500MHz to 3700MHz

*No guarantee is provided that the use of the assigned frequency will be interference free, and service should be operated in a manner not to cause interference with other established Spectrum Licensees.

Type S Licence

Type S Licenses are issued annually on the basis of the number of transmitters and frequencies, unless different as per License Term.

ANNEX 3

OPERATIONS

This Annex is reserved for terms and conditions pertaining to any operations obligations for ICT Services which the Office may require.

1 HOURS OF OPERATION

- 1.1 START TIME: 0600 HRS (LOCAL) DAILY DURING THE LICENSED TERM
- 1.2 STOP TIME: 1800 HRS (LOCAL) DAILY DURING THE LICENSED TERM

2 TECHNICAL CONTACT

- 2.1 PROVIDE THE OFFICE WITH A LOCAL POINT OF CONTACT WHO WILL BE THE RESPONSIBLE PARTY DURING OPERATIONS OF THE EXPERIMENTAL TESTING
- 2.2 RESPONSIBLE PARTY SHALL IMMEDIATELY CEASE ALL OPERATIONS OF EXPERIMENTAL TESTING UPON RECEIPT OF NOTICE VIA PHONE CALL FROM THE OFFICE

3 INTERCONNECTION

- 3.1 AS THE LICENSEE HAS BEEN GRANTED AN EXPERIMENTAL LICENSE WITHOUT ASSIGNMENT OF LOCAL NUMBERS AND/OR SS7 POINT CODES, NO INTERCONNECTION TO OTHER LICENSEES PUBLIC ICT NETWORKS FOR PURPOSES OTHER THAN INTERNET ACCESS IS PERMITTED