



LICENCE

Issued To

**CABLE AND WIRELESS (WEST INDIES) LIMITED
(Trading as FLOW)**

In accordance with

THE INFO-COMMUNICATIONS DEVELOPMENT ACT 2009

The Info-Communications Development Authority, in exercise of the powers conferred on it by Section 21 of the Info-communications Development Act 2009, grants to the Licensee a Licence known as the Cable and Wireless (West Indies) Limited (Trading as FLOW) Public Info-communications Networks, Services and Authorizations 2022, to establish, operate and maintain the Info-communications Networks and Services and use certain Frequencies specified in the Licence.

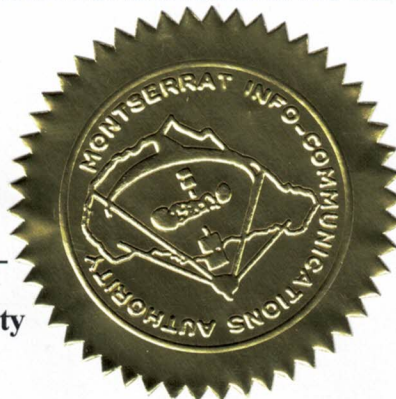
This License is subject to the regulations and rules made under this Act, licence conditions, all lawful directions of the Info-communications Authority, all applicable laws of Montserrat and payment of applicable fees.

This Licence is valid for ten (10) years and expires on 5th September 2032.

GRANTED BY THE INFO-COMMUNICATIONS AUTHORITY, Montserrat, on this

6th day of September 2022

**Chairman
Info-communications Authority**



**Corporate Secretary
Info-communications Authority**

**LICENCE
AND FREQUENCY AUTHORISATIONS**

**GRANTED BY THE INFO-COMMUNICATIONS AUTHORITY UNDER THE
INFO-COMMUNICATIONS DEVELOPMENT ACT, 2009.**

TO

**CABLE AND WIRELESS (WEST INDIES) LIMITED
(Trading as FLOW)**

FOR

**THE ESTABLISHMENT AND OPERATION OF
FIXED PUBLIC INFO-COMMUNICATIONS NETWORKS
AND
THE PROVISION OF CERTAIN
PUBLIC INFO-COMMUNICATIONS SERVICES**

AND

TO USE CERTAIN FREQUENCIES

IN

MONTserrat

TABLE OF CONTENTS

	Page
PART I – THE LICENCE AND AUTHORISATIONS.....	3
1. LICENCE AND AUTHORISATIONS.....	3
2. INTERPRETATION.....	3
3. SCOPE.....	4
4. DURATION AND RENEWAL OF LICENCE	5
5. DURATION AND RENEWAL OF FREQUENCY AUTHORISATIONS	5
6. ASSIGNMENT AND TRANSFER OF LICENCE AND AUTHORISATIONS.....	5
7. SUSPENSION, TERMINATION AND AMENDMENT OF THE LICENCE AND THE AUTHORISATIONS	6
8. SUBCONTRACTING.....	6
PART II – CONDITIONS OF LICENCE AND AUTHORISATIONS.....	7
9. LICENCE AND AUTHORISATIONS FEES AND MONIES OWED.....	7
10. EMERGENCIES.....	7
11. UNIVERSAL SERVICE	7
12. LICENSEE’S OBLIGATIONS TO USERS	7
13. NUMBERING	9
14. NON-DISCRIMINATION AND FAIR TRADING	9
15. INTERCONNECTION.....	11
16. ACCESS TO FACILITIES.....	11
17. INFORMATION REQUIREMENTS.....	11
18. PRIVACY AND CONFIDENTIALITY	11
19. FORCE MAJEURE AND SERVICE INTERRUPTIONS.....	12
20. COMPLIANCE AND DISPUTES	12
21. NOTICES.....	12
22. SEVERABILITY.....	13
23. WAIVER.....	13
24. GOVERNING LAW.....	13
ANNEX A LICENSED NETWORKS	14
ANNEX B LICENSED SERVICES	15
ANNEX C LICENSED INFO-COMMUNICATIONS NETWORKS AND SERVICES.....	16
ANNEX D FREQUENCY AUTHORIZATIONS.....	17
ANNEX E NUMBER ALLOCATIONS.....	19
ANNEX F UNIVERSAL SERVICE OBLIGATIONS.....	21
ANNEX G QUALITY OF SERVICE OBLIGATIONS.....	22
ANNEX H TELEPHONE RATES AND TELECOMMUNICATIONS CHARGES.....	23

PART I – THE LICENCE AND AUTHORISATIONS

1. LICENCE AND AUTHORISATIONS

1.1 This Licence and these Frequency Authorizations shall be known as the Cable and Wireless (West Indies) Limited (Trading as FLOW) Public Info-communications Networks, Services and Authorizations 2022.

2. INTERPRETATION

“**Act**” means the Info-communications Development Act, 2009 and regulations made there under;

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

“**Annual Frequency Authorization Fee**” means the frequency authorisation fee payable by the Authorisation Holder to the Authority on each anniversary of the Effective Date;

“**Annual Fee**” means the concession or license fee payable on the date of issue of a concession or license and on the same date every subsequent year.

“**Authority**” means the Info-communications Authority

“**Authorisation Holder**” means Cable & Wireless (West Indies) Limited; (Trading as FLOW);

“**Authorisations**” means these frequencies authorisations specified in Annex D;

“**Authorised Frequencies**” means those frequency bands or other authorised uses of the spectrum set forth in Annex D;

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

“**Date of Issue**” means the date on which a License or Concession is signed by all parties authorised under the Act, to so do.

“**Effective Date**” means the date on which this License and these Authorizations are granted, which is the date of payment of the initial concession fee.

“**Government**” means the Government of Montserrat;

“**Licence**” means this Licence together with the Schedules and Annexes;

“**Licensed Area**” means the territory of Montserrat;

“**Licensed Networks**” means those info-communications networks set forth in Annex B;

“**Licensed Services**” means those info-communications services the Licensee is authorized to provide set forth in Annex B;

“**Licensee**” means Cable and Wireless (West Indies) Limited; (Trading as FLOW)

“**Quality of Service Obligations**” means the quality of service obligations set out in Annex G;

“Regulations” means regulations issued by the Authority pursuant to section 73 of the Act and in accordance with S.R.O 35; 36; 37; and 38 of 2011 as amended;

“Renewal Fee” means a fee payable by the Licensee on the renewal of this Licence and these Authorisations;

“Universal Service Fund” means the fund established by the Authority to compensate licensees for carrying out the Universal Service Obligations;

“Universal Service Obligations” means the obligation to provide universal service as set out in Part II, Clause 11 of this Licence and as set forth in Annex F.

2.2 Any word, phrase or expression used in this Licence and these Authorisations shall, unless the context requires otherwise, have the same meaning as it has in the Act and the Regulations.

2.3 Words importing the singular shall include the plural and vice versa.

3. SCOPE

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

3.1.1 any other info-communications network operated under a licence granted by the Authority in accordance with the Act;

3.1.2 any info-communications network outside the Licensed Area;

3.1.3 any earth-orbiting apparatus in accordance with applicable requirements; and

3.1.4 any terminal equipment approved for connection in accordance with Form F of S.R.O.38 of 2011.

3.2 The Licensee is hereby authorised to provide the Licensed Services by means of the Licensed Networks.

3.3 The Licensee is hereby authorised to establish and operate the Licensed Networks and to provide the Licensed Services to any person within the Licensed Area.

3.4 The Authorisation Holder is hereby authorised to use the Authorised Frequencies in accordance with the Act, and the Regulations.

3.5 The Authorisation Holder shall have the use of the Authorised Frequencies for the term specified herein.

3.6 This Licence and these Authorisations supersede all previous licences and authorizations granted to the Licensee and the Authorisation Holder by the Government.

3.7 For avoidance of doubt, nothing in this Licence and these Authorisations grants to the Licensee and the Authorisation Holder the right to establish or operate any info-communications network, provide any info-communications service or use any frequency bands other than as set forth in the Act, and the Regulations, or this Licence and these Authorisations.

3.8 The rights of the Licensee set out herein shall not take effect until the Licensee pays the initial licence fee charged by the Authority pursuant to section 72 of the Act.

4. DURATION AND RENEWAL OF LICENCE

4.1 This Licence is granted for the term of set forth in Annex C, beginning on the Effective Date.

4.2 Where a Licensee wishes to renew the Licence, the Licensee shall apply to the Authority in writing one year prior to the expiry date of the Licence or at a later date if the Authority so determines;

4.3 The Authority shall not give the notice permitted by section 34 of the Act and shall, notwithstanding that section, renew this Licence upon request by the Licensee for an additional term of ten (10) years, upon expiration of the ten (10) year term specified in Clause 4.1, provided that none of the reasons set forth in section 29 of the Act would cause the Authority to refuse such request for renewal.

4.4 After the first ten (10) year renewal term specified in Clause 4.2, the Licensee has the right, upon its request, to renew this Licence for successive ten (10) year terms, provided that none of the reasons set forth in section 29 of the Act would cause the Authority to refuse such request for renewal and that the Authority has not notified the Licensee in writing at least three (3) years prior to the expiry date of any renewal term that this Licence is not to be renewed, provided further, that if the Licensee does not wish to renew the Licence, it shall notify the Authority by no later than three (3) years prior to such expiry date.

4.5 On granting a renewal of this Licence, the Authority may, in accordance with Section 34 (6) of the Act and in consultation with the Licensee, vary the terms of the Licence if the conditions then prevailing require such variation and it is reasonable to do so.

4.6 Renewal of this Licence shall not take effect until the Licensee has paid all Annual Licence Fees and the Renewal Fee, and any other fees owed under this Licence, the Act and the Regulations.

5. DURATION AND RENEWAL OF FREQUENCY AUTHORISATIONS

5.1 These Authorizations are granted for such terms as are set out in Annex D, beginning on the Effective Date.

5.2 The Authority shall renew each of these Authorisations, upon request by the Authorisation Holder, for a renewal term equal to the term for such Authorisation, as set out in Annex D, provided that none of the reasons set forth in section 29 of the Act would cause the Authority to refuse such request for renewal.

5.3 After the first renewal term specified in Clause 5.2, the Authorisation Holder has the right, upon its request, to renew these Authorisations for successive terms, provided that none of the reasons set forth in section 29 of the Act would cause the Authority to refuse such request for renewal and that the Authority has not notified the Licensee in writing at least three (3) years prior to the expiry date of any renewal term that this Licence is not to be renewed.

5.4 On granting a renewal of these Authorisations, the Authority may, in consultation with the Authorisation Holder, vary the terms of these Authorisations if the conditions then prevailing require such variation and it is reasonable to do so.

6. ASSIGNMENT AND TRANSFER OF LICENCE AND AUTHORISATIONS

6.1 The Licensee and the Authorisation Holder shall comply with section 32 (1) (c) and (d) of the Act with respect to assignment, sale, transfer, charge or other disposition of a significant interest in the Licensee and the Authorisation Holder.

7. SUSPENSION, TERMINATION AND AMENDMENT OF THE LICENCE AND THE AUTHORISATIONS

7.1 This Licence and these Authorisations are subject to suspension, termination and amendment according to section 34 of the Act.

7.2 In deciding whether to suspend or terminate this Licence or any of these authorizations, the Authority shall give the Licensee and the Authorisation Holder the opportunity to present its views, to remedy the breach of the provisions of the Act, the Regulations, or the term or condition of this Licence or of any of these Authorisations as gave rise to the proposed suspension or termination or to submit to the Authority within such time as the Authority may specify a written statement of objections to the suspension or termination of this Licence or of any of these Authorisations, which the Authority shall take into account before reaching a decision on suspension or termination.

7.3 This Licence and any of these Authorisations may be amended for the reasons set forth in section 34 (4) of the Act. Before amending this Licence or any of these Authorizations in accordance with Section 34(6) of the Act, the Authority shall provide the Licensee written notice of the proposed amendment and shall give the Licensee or the Authorisation Holder the opportunity to present its views or to submit to the Authority within such time as the Authority may specify a written statement of objections to the amendment of this Licence or any of these Authorisations, which the Authority shall take into account before reaching a decision on amendment.

7.4 In the event of termination of either this Licence or of any of these Authorisations, other than by expiry of the terms set out in Clauses 4 and 5, the Authority may grant such permissions as may be necessary to own such assets as may be necessary for the provision, maintenance and/or operation of 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 licence to provide a info-communications service in the Licensed Area, except to the extent that a licence is otherwise granted pursuant to Part IV of the Act.

7.5 Subject to Clause 7.2, this Licence or any of these Authorisations may be terminated upon notice by the Authority to the Licensee or the Authorisation Holder:

- (a) if the Licensee or the Authorisation Holder is dissolved or goes into liquidation;
- (b) the Licensee or Authorisation Holder delegates its rights and obligations to another person, other than as permitted by this Licence or these Authorisations; or
- (c) where the Authority deems that there is, or is likely to be, a risk to national security or to do so is essential to the public interest.

7.6 Subject to Clause 7.2, none of these Authorisations shall authorise the use of any frequency band that the Authorisation Holder ceases to use.

7.7 Except as provided in the Act and the Emergency Powers Act or any similar legislation, in the case of a termination of this Licence or any of these Authorisations pursuant to this Clause 7, no compensation is owed or shall be paid to the Licensee or the Authorisation Holder by the Government.

8. SUBCONTRACTING

8.1 The Licensee may employ one or more subcontractors to install and maintain, but not to operate or provide, some or all of the Licensed Networks or the Licensed Services.

8.2 Any subcontract shall provide that the subcontractor agrees to comply with the terms and conditions of this Licence, the Regulations and the Act.

8.3 Use of a subcontractor shall not relieve the Licensee or the Authorisation Holder of any of its obligations under this Licence or these Authorisations.

PART II – CONDITIONS OF LICENCE AND AUTHORISATIONS

9. LICENCE AND AUTHORISATIONS FEES AND MONIES OWED

9.1 The Licensee and the Authorisation Holder shall pay all fees charges pursuant to section 72 of the Act and as shown in S.R.O 37 of 2011.

9.2 If the Licensee or the Authorization Holder owes money to the Government in relation to fees payable in respect of this Licence or these Authorisations, the Licensee and the Authorisation Holder shall be in breach of the Licence and these Authorisations in the event that the Licensee or the Authorisation Holder fails to pay that money within ninety (90) days after receiving a written notice from the Authority indicating that payment is due.

10. EMERGENCIES

10.1 The Licensee shall provide, and shall provide access to, emergency info-communications services by means of the Licensed Networks, as the Authority may prescribe.

10.2 In the event of a public emergency, the Governor may require the Licensee to provide free of charge to the Government or to any other person specific info-communications services as the Governor reasonably determines are necessary in the public interest, and the Licensee shall have such other rights and obligations as are set out in section 79 of the Act. If such public emergency shall last for more than thirty (30) days and if Licensee is required to continue providing such info-communications services beyond such thirty (30)-day period, then the Licensee may seek compensation from the Governor for services provided beyond such period.

11. UNIVERSAL SERVICE

11.1 The Licensee shall fulfill the Universal Service Obligations stipulated in Section 27 of the Act.

11.2 If the Authority determines to establish a Universal Service Fund, the Licensee shall make any and all payments to such Universal Service Fund in a manner determined by the Authority.

11.3 Prior to suspending, withdrawing or terminating the offering of any Licensed Service determined by the Act or the Authority to be subject to the Universal Service Obligations, the Licensee shall first obtain the written approval of the Authority.

12. LICENSEE'S OBLIGATIONS TO USERS

12.1 The Licensee shall, in accordance with the Act, 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 installation, fault reporting, billing and directory assistance.

12.1.1 The Licensee shall provide (directly or indirectly), free of charge to all users of its public telephone services, a directory of listings of telephone numbers of its subscribers using accessible media, without charging any persons listed therein for such listing.

12.1.2 Notwithstanding Clause 12.1.1, the Licensee may also publish in whatever media, yellow pages, business directories or other specialized directories, and may charge for listings and any paid advertisements therein

12.1.3 Nothing in this Clause 12.1 prevents the Licensee from charging users for accessing directory assistance service as permitted by the Authority.

12.2 The Licensee shall meet the Quality of Service Obligations set out in Annex G and a failure to meet such Quality of Obligations shall be regarded as a breach of this Licence and be subject to Section 34, subsection 1 (a) and (b) of the Act.

12.3 The Licensee shall, no later than three (3) months after the Effective Date, develop, implement and publish procedures for responding to complaints from and disputes with users related to the quality of any Licensed Services, to statements of charges and to prices, and the Licensee shall respond quickly and adequately to any complaints but, in no event, later than thirty (30) days after the filing of such complaint with the Licensee.

12.4 The Licensee shall be subject to the Authority's procedures for resolving such complaints from and disputes with users as are submitted to the Authority, where such disputes arise out of the Licensee's exercise of its rights and obligations under this Licence.

12.5 The Licensee shall, no later than three (3) months after the Effective Date, submit to the Authority, for its approval, 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 Authority, for its approval, all forms of standard customer agreements for the provision of Licensed Services. If the Authority has not disapproved any such agreements within sixty (60) days after they have been submitted by the Licensee, then the Authority shall be deemed to have approved such agreements. The Licensee may continue using such standard customer agreements as it had been using immediately prior to the grant of this Licence for at least one (1) year after the date on which the Licence and Authorizations come into force.

12.6 The Licensee shall notify all users of Licensed Services of the terms and conditions of the applicable standard customer agreements in the manner specified by the Authority and shall thereafter provide Licensed Services based upon the applicable agreement.

12.7 In addition to its obligations under Clause 12.5, the Licensee may from time to time modify its standard customer agreements and shall notify the Authority and users of such modification.

12.8 The standard customer agreements and any modifications made under Clause 12.7 shall be compliant with the Act and any other applicable laws. In the event that the standard customer agreements or modifications do not comply with the Act and any other applicable laws, the Authority shall instruct the Licensee to make the appropriate amendments. Such amendments shall be notified to users in accordance with Clause 12.7, and shall not have retroactive effect.

12.9 Prices charged by the Licensee to users of Licensed Services shall be set in accordance with Annex E and shall be fair and reasonable and shall not discriminate unduly among similarly situated persons, including the Licensee and anybody corporate with which it is affiliated. For purposes of this Clause 12.9, rates that are set in accordance with Annex E and any applicable price regulation of the Authority are presumed, subject to a determination to the contrary, to be fair and reasonable.

12.10 The Licensee shall publish the prices, terms and conditions for its Licensed Services no less than annually and, in addition, upon any change thereof, in such manner as the Authority shall prescribe.

12.10.1 Prices published by the Licensee for Licensed Services shall take effect immediately upon such date as the Licensee shall specify.

12.10.2 Notwithstanding Clause 12.10.1, the Authority may suspend the effectiveness of any prices if it finds that they are not fair or unreasonable, or discriminate unduly among similarly situated persons, or are otherwise in violation of this Licence, the Regulations or the Act.

12.10.3 As the Authority may prescribe, the Licensee shall refund any excess interim charges for Licensed Services as to which the prices are determined by the Authority to violate this Licence, the Regulations or the Act.

12.11 The Licensee shall not require residential and small business subscribers to deposit as security an amount of money in excess of two month's service and shall accrue annual interest on any such deposit at the average rate of the two largest commercial banks with branches in Montserrat. Upon termination of service, the Licensee shall

within, one hundred and twenty days (120 days) refund to any such subscriber all monies deposited, including all accrued interest, less any monies owed by the subscriber for unpaid bills.

13. NUMBERING

13.1 The Licensee shall operate its Licensed Networks and provide its Licensed Services in accordance with the numbering plan established pursuant to Section 38 of the Act.

13.2 The Licensee shall be entitled to use numbers that it has been authorised to use as of the Effective Date, subject to any changes required, in accordance with such numbering plan.

13.3 When required to do so by the Authority, the Licensee shall provide number portability in accordance with the requirements specified by the Authority.

14. NON-DISCRIMINATION AND FAIR TRADING

14.1 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 14 shall not prevent the Licensee from negotiating favourable accounting and settlement rates for public telephone services with anybody corporate with which it is affiliated in any other jurisdiction, for the benefit of users in Montserrat, provided that, Licensee must make wholesale rates based on such favorable rates available to other providers of info-communications services in Montserrat on a non-discriminatory basis.

14.2 In providing the Licensed Services and transmitting communications, the Licensee shall not discriminate unduly as between similar types of users and shall offer the Licensed Services on the same terms and conditions to similar types of users.

14.3 The Licensee shall permit the resale of its Licensed Services to the extent required by the Act, and shall not impose unreasonable or discriminatory conditions or limitations on such resale.

14.4 The Licensee shall permit the attachment to its Licensed Networks of, and shall not discriminate against any user using, terminal equipment that is not sold by or leased from the Licensee, provided that any such terminal equipment is of a type approved pursuant to Form F of S.R.O 38 of 2011.

14.5 The Licensee shall not engage in anti-competitive pricing and other related 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 to cross-subsidize any other info-communications network or info-communications service, without the prior written approval of the Authority.

14.6 Without limiting the generality of Clause 14.5 above, any such act or omission shall include:

14.6.1 any abuse by the Licensee, either independently or with others.

14.6.2 entering into any contract or engaging in any concerted practice with any other party; where the effect of the conduct defined in Clauses 14.6.1 and 14.6.2 is, or is likely to be, a substantial lessening of competition in the market of or for any info-communications network or info-communications service.

14.7 Any information that the Licensee obtains from or about a user in connection with a Licensed Service may be used in connection with the operation of such Licensed Network or the provision of such Licensed Service,

including providing said information to an affiliated company where that affiliated company provides a necessary component of the service.

14.7.1 Prior to sharing any such information with an affiliated entity that intends to provide an info-communications service to such user; the Licensee shall obtain the user's knowing consent in the form of notice. Subject to obtaining the user's knowing consent, if the Licensee shares such information with an affiliated entity, it shall, upon request, provide such information to other providers of info-communications services.

14.7.2 Neither the Licensee nor any affiliate of the Licensee may use usage patterns or other similar information obtained by or about a user, which only the Licensee (or such affiliate) has access, to specifically target users in connection with marketing another info-communications service.

14.7.3 Subject to Clause 14.7.1, the Licensee may use credit history or other similar information regarding a consumer and may share such credit history or other information with its affiliates or other providers of info-communications services.

14.7.4 The Licensee may only cease provision of any info-communications service as a remedy for non-payment or partial payment by the user of that service of amounts on the same bill for other info-communications 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 or subscription fee, 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 info-communications services proportionately to the amounts owed for such info-communications services, including any tax relating thereto.

14.7.5 Nothing in this Clause 14.7 prevents the Licensee from marketing bundled offerings of info-communications services to a user based on the Licensee's revenues from, or the Licensee's traffic volumes generated by, such user, provided that any such services shall also be provided on a stand-alone basis.

14.8 Upon request, the Licensee shall make available, on a non-discriminatory basis, which may include a reasonable charge, directories or other non-confidential subscriber-related information to other persons in an accessible media for purposes of providing directories to their customers.

14.9 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.

14.10 The Licensee shall refrain from impairing or terminating the info-communications service provided to a user during a bona fide dispute, without the prior written approval of the Authority, 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 terminal equipment attached to any Licensed Network in contravention Form F of S.R.O 38 of 2011, 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 (for example, to prevent fraudulent usage of such service), provided that such terms do not incorporate matters that are the subject of any Regulation or prevent persons from submitting disputes to the Authority pursuant to the Act and, if a user timely submits a dispute over such impairment or termination to the Authority, then the Licensee shall refrain from impairing or terminating the info-communications service except as may be authorised by the Authority. Any breach of this provision shall result in such penalties as the Authority may impose.

15. INTERCONNECTION

15.1 The Licensee shall, with respect to interconnection, comply with the provisions of section 24(1) and (2) of the Act.

16. ACCESS TO FACILITIES

16.1 The Licensee shall provide other operators with access to facilities that it owns or controls in accordance with section 25 of the Act.

16.2 The Licensee shall negotiate access to its facilities with other operators and public utilities on a non-discriminatory and equitable basis.

16.3 The Licensee may deny access to a facility only where it demonstrates that there is insufficient capacity in such facility, taking into account its reasonably anticipated requirements, for reasons of safety, security, reliability or difficulty of a technical or engineering nature.

17. INFORMATION REQUIREMENTS

17.1 The Licensee shall provide the Authority with any relevant agreements (including agreements with anybody corporate affiliated with the Licensee) and such relevant accounting, financial, costs, technical and other information concerning any Licensed Networks or Licensed Services as the Authority may reasonably request to enable the Authority to carry out its functions under the Act.

17.1.1 Without limiting the generality of Clause 17.1, the Licensee shall provide to the Authority annually a final audited profit and loss and balance sheet, and rates of depreciation, in accordance with the Regulations which information shall be kept confidential by the Authority.

17.1.2 Without limiting the generality of Clause 17.1, the Licensee shall provide to the Authority annually a report on its quality of service, as measured against the quality of service indicators specified by the Authority.

17.2 The Licensee shall, within one (1) year after the Effective Date and in consultation with the Authority, adopt a cost accounting plan to ascertain the costs of individual elements of the Licensed Networks and the costs of providing components of its Licensed Services. The Licensee shall use such information to develop prices or offer interconnection, where required by this Licence, the Regulations or the Act.

18. PRIVACY AND CONFIDENTIALITY

18.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any:

18.1.1 confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;

18.1.2 any information regarding usage of a Licensed Network or a Licensed Service; or

18.1.3 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.

18.2 Notwithstanding Clause 18.1, 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 of the Licensed Networks or the Licensed Services.

18.3 The Licensee shall establish and implement procedures for maintaining the confidentiality of information subject to this Clause 18.

19. FORCE MAJEURE AND SERVICE INTERRUPTIONS

19.1 The Licensee and the Authorisation Holder shall not be in breach of this Licence and these Authorisations, if and to the extent that it is prevented from fulfilling its obligations by reason of force majeure.

19.2 If, at any time, the Licensee anticipates that any Licensed Service will become, or a Licensed Service becomes, interrupted for any significant period, the Licensee shall give notice to the Authority as soon as practicable and shall give notice to all affected persons, including subscribers and other operators of info-communications networks and providers of info-communications services, by all reasonable means, including by electronic publication, radio or television announcement or individual notification, whichever is appropriate.

19.3 During any period of force majeure or service interruption for a significant period, the Licensee shall not charge any affected user for any service affected and shall use its best endeavours to restore any affected Licensed Service as soon as reasonably practicable.

19.4 The Licensee shall, in consultation with the Authority, other operators and service providers and with public utilities, establish a recovery plan to operate Licensed Networks and provide Licensed Services in cases of force majeure and where there is serious and substantial interruption in the provision of the Licensed Services.

20. COMPLIANCE AND DISPUTES

20.1 The Licensee and the Authorisation Holder shall comply with the ITU Treaties, other applicable international agreements or acts, regulations, directions, orders and recommendations, including but not limited to the Act, and shall comply with the directions, orders and recommendations issued by the Authority.

20.2 The Authority may, where the Licensee or the Authorisation Holder has violated any provision of this Act, or the Regulations or has breached any condition in this Licence and Authorisations, take any action authorised by section 64 of the Act.

20.3 Notwithstanding Clause 20.2, in addition to the actions described therein, in the case where the Licensee has not satisfied its Quality of Service Obligations, the Authority may require that the Licensee shall compensate any users adversely affected thereby.

20.4 Any disputes that may arise in connection with this Licence or these Authorisations or the interpretation thereof are subject to resolution by the Authority pursuant to section 77 of the Act.

21. NOTICES

21.1 Any notices or consents to be given to the Licensee or Authorisation Holder shall be delivered by registered letter or personal delivery to:

**The Country Manager
Cable & Wireless Ltd (FLOW)
Sweeneys
Montserrat**

21.2 Any notices or consents to be given to the Authority shall be delivered by registered letter or personal delivery to:

**The Corporate Secretary
Info-Communications Authority
P. O. Box 165
St. Peters
Montserrat**

22. SEVERABILITY

22.1 If any clause or a portion of a clause of this licence is held invalid or enforceable, the remainder of this Licence shall not be affected and the remaining terms will continue in effect and be binding on the Parties provided that such holding of invalidity or enforceability does not material affect the essence of this Licence.

23. WAIVER

23.1 The Failure of either party to enforce any of its rights or to require the performance of any obligation, responsibility or liability of the other party under this Licence shall not of itself be taken as a waiver of that party's rights, obligations, responsibilities or liabilities under this Licence.

24. GOVERNING LAW

24.1 This Licence shall be governed by and construed according to the Laws of Montserrat and subject to the jurisdiction of the courts of Montserrat.

ANNEX A

LICENSED NETWORKS

1. Any telecommunications networks in use as of the Effective Date and used by the Licensee at and after the Effective Date to provide any of the telecommunications services listed on Annex A, including domestic and international fixed line, wireless and mobile networks, whether using switched or packet technologies or any other form or combination of telecommunications technologies.
2. Any enhancements, augmentations, updates, upgrades, replacements and routine or normal expansions of the networks described in Clause 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:
 - 2.1 new fixed line or wireless loops that connect to such networks;
 - 2.2 replacement of components of such networks (e.g., copper with fiber optic cable); and
 - 2.3 upgrading or constructing new transmission towers, poles, ducts and other associated facilities.
3. For avoidance of doubt, nothing in this Licence grants the Licensee the right to use spectrum other than the frequencies set out in Annex D without having first obtained a frequency authorization granted in accordance with the Act.
4. Any telecommunications network other than the networks described in Clause 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 Act) the Licensee must comply with any applicable enactments and obtain all required permissions and approvals.
5. With respect to any Public Info-communications Network, the Licensee shall make available on a timely basis as the Authority may prescribe, to other operators of info-communications networks or providers of info-communications services, such technical information as the Authority may determine regarding such Licensed Network, including planned deployment of equipment, and other information relevant to such other operator's or service provider's network or services.

ANNEX B

LICENSED SERVICES

- 1 All info-communications services that require a licence under the Act and that the Licensee provides in Montserrat on the Effective Date and without regard to whether such services are dedicated or switched (whether packet- or circuit-switched), and without regard to the info-communications networks by which such services are provided, including, but not limited to:
 - 1.1 Domestic and international public telephone services, including analogue and digital fixed and mobile telephone service (regardless of payment mechanism, including pay phones, credit cards and calling cards) and regardless of the type of customer premises equipment that may be attached thereto.
 - 1.2 Domestic and international data services (including leased lines, paging, frame relay and virtual private network services).
 - 1.3 Domestic and international text (including telex and telegram) transmission services.
 - 1.4 Any present or future modifications, upgrades or enhancements to telecommunications services included in this Clause 1.
2. Any info-communications service that requires a licence under the Act and that is not included in Clause 1.1, provided that the Licensee is expressly subject, on a non-discriminatory basis, to any rules, Regulations, policies, terms and conditions of the Authority that apply to such service when provided by any other person licensed under the Act.
3. With respect to any Licensed Public Info-communications Service, the Licensee shall make available on a timely basis as the Authority may prescribe, to other operators of info-communications networks or providers of info-communications service, such technical information as the Authority may determine regarding such Licensed Network, including planned deployment of equipment, and other information relevant to such other operator's or service provider's network or services.

ANNEX C

LICENSED INFO-COMMUNICATIONS NETWORKS AND SERVICES

The Licensee is authorized to operate the following Info-communications Networks and Services as defined by the Authority under the provisions of the Info-communications Act 2009 and the Info-communications Fees Rules No SRO 37 of 2011.

Concession Code	Type of Concession	Term
PFT	WIRED INFO-COM NETWORK & SERVICES	
	(1) Domestic voice	10 years
	(2) International Voice	10 years
	(3) Internet Network/Services	10 years
	(4) Service Resale	10 years
PMT	WIRELESS INFO-COM NETWORK & SERVICES	
	(1) Domestic voice	10 years
	(2) International Voice	10 years
	(3) Internet Network/Services	10 years
	(4) Service Resale	10 years

ANNEX D

FREQUENCY AUTHORIZATIONS

1. The Licensee is authorized to use the frequencies listed in Annex D granted by the Authority under the provisions of the Info-communications Act 2009 and the Info-communications Fees Rules No SRO 37 of 2011. The Frequency Authorisations are granted for a term of **10 years** and expires on the tenth anniversary of the payment date of the initial concession fees (effective date).

PMS GSM Mobile Frequencies 800 MHz Band	
Uplink (MHz)	Downlink (MHz)
835.32	880.32
835.95	880.95
836.58	881.58
837.21	882.21
837.84	882.84
838.47	883.47
839.1	884.1
839.73	884.73
840.36	885.36
840.99	885.99
841.62	886.62
842.25	887.25
842.88	887.88
843.51	888.51
844.14	889.14
844.77	889.77

Frequency (GHz)	Type of Service
MBL	Microwave Backhaul
7.08	TX Sweeney's/Boggy Peak (International Link)
6.74	Rx Sweeney's/Boggy Peak (International Link)
6.84	TX Sweeney's/Boggy Peak (International Link)
6.50	Rx Sweeney's/Boggy Peak (International Link)
6.92	TX Sweeney's/Boggy Peak (International Link)
6.85	Rx Sweeney's/Boggy Peak (International ink)
MCL	Microwave Cellular Inter-site
5.8	TX Judy Piece/Blake's (Cell Site Transmission)
5.8	TX Woodlands/Garibaldi Hill (Cell Site Transmission)
5.8	Sweeney's/Silver Hills (Cell Site Transmission)
FWA	Fixed Wireless
1.429-1.451	Sweeney's POTS (Access Point)
1.429-1.451	Judy Piece POTS (Access Point)
1.429-1.451	Look Out POTS (Access Point)
1.429-1.451	Dick Hill POTS (Access Point)
MCO	Microwave – Other
5.8	TX Sweeney's/Royal Bank (MPLS transmission)
2.4	TX Sweeney's/Silver Hills (Broadband Backhaul)

Fixed Wireless (FWA) (Assigned in July 2021)		Type of Service
Uplink (MHz)	Downlink (MHz)	
746-756	777-787	St. Peters - (Voice & Data)
746-756	777-787	Garibaldi - (Voice & Data)
746-756	777-787	Silver Hill - (Voice & Data)
746-756	777-787	Sweeneys - (Voice & Data)

2. For avoidance of doubt, nothing in this Licence grants the Licensee the right to use spectrum other than the frequencies set out in Annex D without having first obtained a frequency authorization granted in accordance with the Act.

ANNEX E

NUMBER ALLOCATIONS

1. The licensee shall be permitted to use those Numbers listed in Annex E, and to have exclusive use of the listed Central Office Codes. The licensee shall, within thirty (30) days following this Licence Commencement Date, return all the other Central Office Codes or numbers not currently in use by the licensee or not reasonably required to meet future demand forecasted over a three (3) year period.
2. All Central Office Codes not contained in this Annex are returned to the Authority.

CENTRAL OFFICE CODES

Prefix	Service Designation	Status	Date In Service
491	Fixed Network	Assigned	1984
492	Mobile	Assigned	1984
493	Mobile	Assigned	1984
494	Paging	tbc	1989
495	Mobile	Assigned	1995
496	Mobile	Assigned	1995
410	Audiotext	tbc	1995
411	Audiotext	tbc	1995
412	Audiotext	tbc	1995
413	Audiotext	tbc	1995
414	Audiotext	tbc	1995
415	VOIP - NetSpeak	Assigned	2007
664	Audiotext	tbc	1995
349	Fixed Cellular	Assigned	2005

Note. tbc: to be confirmed.

FIXED NETWORK SHORT/SERVICE CODES

PSTN Short/Service Codes	Service Designation
114	Internal Dispatch
999	Police
911	Fire/Emergency
311	Dial- a-balance
211	Faults
411	Directory Enquiries

MOBILE SHORT/VERTICAL SERVICE CODES

Mobile Short Codes	Service Designation
100	Call Centre
145	
114	Linesman Fault Line
211	LIME Offices
311	Dial a Balance
333	Fault reporting for Broadband
411 – 411	Directory Enquiries
#77 – 89	Voicemail
7355 – 7355	CRBT IVR
*123 – 89	Voicemail
*129#	USSD platform access.
*999 – 121	Comverse IVR testing
*3733 – 121	Comverse IVR
*9999 – 121	Comverse IVR testing

SPECIAL SERVICE CODES

Number	Service Designation
1.800.744.0000 - 1.800.744.9999	CWWI Intra Caribbean Toll Free Range
1.800.804.2994	Contact Centre

ANNEX F

UNIVERSAL SERVICE OBLIGATIONS

GENERAL PROVISIONS

The Licensee shall provide info-communications services to users throughout Montserrat in accordance with the criteria stipulated in Section 27 of the Act.

ANNEX G

QUALITY OF SERVICE OBLIGATIONS

- (1) The Licensee shall, as the Authority may require, both provide to the Authority and publish adequate and current information concerning its performance in relation to the provision of its public information services.
- (2) The information published pursuant to subsection (1) shall be based on the quality of service criteria and requirements agreed between the Licensee and the Authority and shall be based on the agreed International Telecommunications Union (ITU) Quality of Service Indicators.

ANNEX H

TELEPHONE RATES AND PRICES

INTERNATIONAL TELEPHONE RATES

Timeband Destination	Direct Dialed Destinations			Operator Connected Rate Per Min.						*Public Fax Service	
				Station to Station			Person to Person				
	Day	Evening	Week End	Day	Evening	Week End	Day	Evening	Week End	First 2 Pgs	Each Addtl Page
USA	3.25	2.70	2.00	4.80	3.90	3.50	9.60	7.80	7.00	9.80	4.80
Canada	3.35	3.00	2.30	4.80	3.90	3.50	9.60	7.80	7.00	9.80	4.80
UK, Ireland	4.00	3.35	2.67	4.80	3.90	3.50	9.60	7.80	7.00	9.80	4.80
Antigua & Barbuda	0.85	0.60	0.55	1.10	0.95	0.80	2.20	1.90	1.60	6.10	1.10
St. Kitts & Nevis	0.90	0.65	0.60	1.10	0.95	0.80	2.20	1.90	1.60	6.10	1.10
Anguilla	0.95	0.70	0.65	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
BVI	0.95	0.70	0.65	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Dominica	0.95	0.70	0.65	1.10	0.95	0.80	2.20	1.90	1.60	6.10	1.10
Martinique	0.95	0.70	0.65	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Saba	0.95	0.70	0.65								
St. Barts	0.95	0.70	0.65	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
St. Eustatius	0.95	0.70	0.65	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
St. Maarten	0.95	0.70	0.65	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
St. Martin	0.95	0.70	0.65								
Bahamas	1.80	1.40	1.35	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Barbados	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Bernuda	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Cayman Islands	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Grenada	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Jamaica	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
St. Lucia	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
St. Vincent & The Grenadines	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Trinidad & Tobago	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Turks & Caicos Islands	1.75	1.40	1.30	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Rest of the Caribbean	1.80	1.40	1.35	2.50	2.25	1.95	5.00	4.50	3.90	7.50	2.50
France	4.60	3.90	2.67	7.00	6.50	6.00	14.00	13.00	12.00	12.00	7.00
Germany	4.30	3.45	2.67	4.80	3.90	3.50	9.60	7.80	7.00	9.80	4.80
Rest of Europe	5.10	4.45	2.67	7.00	6.50	6.00	14.00	13.00	12.00	12.00	7.00
Belize	1.80	1.40	1.35	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Rest of Central America	4.00	3.35	2.67	4.80	3.90	3.50	9.60	7.80	7.00	9.80	4.80
French Guiana, Guyana	1.80	1.55	1.35	2.00	1.80	1.60	4.00	3.60	3.20	7.00	2.00
Rest of South America	4.30	3.40	2.67	4.80	3.90	3.50	9.60	7.80	7.00	9.80	4.80
Rest of the World	5.40	4.70	2.67	7.00	6.50	6.00	14.00	13.00	12.00	12.00	7.00

Telecommunications Charges

Exchange Lines

Business	39.00 per month
Residential	\$24.00 per month
Installation	\$45.00

Miscellaneous

Internal removal	30.00
External Removal	\$45.00
Ex-Directory (Unlisted)	\$10.00
Change of Name/number	\$45.00
Facsimile	\$175.00 per month

Underground Services

Cable & Ducting	\$20.00 per meter
Cable	\$5.00 per meter

Calls to Ships at Sea

Via International Maritime Satellite (Inmarsat)

Code	Area	Charge for 1 Min
871	Atlantic Ocean	34 EC\$
872	Pacific Ocean	34 EC \$
873	Indian Ocean	34 EC \$

NEW BROADBAND PLAN RATES						
Feature	Consumer - Terms and Non Term			Enterprise - Term		
	Mega	Mega Plus	Mega Max	Premier	Premier Plus	Premier Max
Upload Speed	512Kbps	512Kbps	512Kbps	768Kbps	768Kbps	768Kbps
Download Speed	1Mbps	2Mbps	3 Mbps	3Mbps	4Mbps	6Mbps
Prices EC\$						
Prices (n/c)	\$165.00	\$205.00	\$255.00	N/A	N/A	N/A
Prices (1yr)	\$139.00	\$179.00	\$239.00	\$349.00	\$449.00	\$649.00
Prices (2yrs)	\$105.00	\$145.00	\$205.00	\$314.10	\$404.10	\$584.10
Prices (3 yrs)	\$99.00	\$139.00	\$199.00	\$279.20	\$359.20	\$519.20