



TELECOMMUNICATIONS PRIVATE NETWORK LICENCE
[SECTION 13 AND 35 OF THE TELECOMMUNICATIONS ORDINANCE 2018]

ISSUED TO: L3HARRIS TECHNOLOGIES, INC

ISSUED ON: *September 6,* , 2023

COMMENCEMENT DATE: JANUARY 24, 2023

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This Telecommunications Network Licence (*"the Licence"*) is granted on the recommendation of the **Telecommunications Commission of the Turks and Caicos Islands** (the *"Commission"*) to **L3Harris Technologies Inc.**, a company duly incorporated in the Turks and Caicos Islands (*"the Licensee"*), by the Minister responsible for Communications (*"the Minister"*).

1. AUTHORITY AND CITATION

- 1.1 This Licence is granted to the Licensee by the Minister in accordance with section 13 and 35 of the Telecommunications Ordinance 2021, on terms and conditions recommended by the Commission.
- 1.2 The Minister hereby exempts the Licensee pursuant to Section 9(3) from the restrictions imposed by Section 9(1) of the Telecommunication Ordinance 2018, provided that the Licensee meets the requirements as set out in the Licence.
- 1.3 This Licence may be cited as the L3Harris Technologies' Telecommunications Private Network Licence 2023.

2. INTERPRETATION

- 2.1 In this Licence, unless the context requires otherwise: -

"Commencement Date":	means January 24, 2023;
"Government":	means the Government of the Turks and Caicos Islands;
"Licence":	means this Licence 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;
"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 2021;

- 2.2 Any word, phrase or expression used in this Licence 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.

- 2.4 Where there is any conflict between the provisions of this Licence and the Telecommunications Ordinance and Regulations, the provisions of the Telecommunications Ordinance and Regulations, as the case may be, shall prevail.

3. GRANT

- 3.1 The Licensee is hereby granted authorization to establish and operate the Licensed Networks and to provide the Licensed Services by means of the Licensed Networks within the Licensed Area.
- 3.2 This Licence supersedes all previous licences and authorizations granted to the Licensee by the Government.
- 3.3 In no event does this License grant any exclusive right to operate any telecommunications network or to provide any telecommunications service.
- 3.4 For the avoidance of doubt, nothing in this License grants to the Licensee the right to establish or operate any telecommunications network or to provide any telecommunications service other than as set forth in the Telecommunications Ordinance, the Regulations or this License.

4. SCOPE

- 4.1 The Licensee is authorized to connect the Licensed Networks to any: -
- 4.1.1 Telecommunications network operated under a Licence granted by the Minister in accordance with the Telecommunications Ordinance;
 - 4.1.2 Telecommunications network outside the Licensed Area;
 - 4.1.3 Telecommunications apparatus in accordance with applicable requirements; and
 - 4.1.4 Terminal equipment approved for connection in accordance with the Telecommunications Ordinance.

5. DURATION OF LICENCE

- 5.1 This License is granted for a period of Fifteen (15) years from the Commencement Date unless earlier revoked with a condition contained in this Licence or under the Telecommunications Ordinance.

6. TERMINATION

- 6.1 In the event of termination of this Licence, other than by expiry of the terms set out in Clause 5, 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 wireless 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 telecommunications service in the Licensed Area, except to the extent that a Licence is otherwise granted pursuant to the Telecommunications Ordinance.
- 6.2 In addition to any relevant provision under the Telecommunications Ordinance, this Licence may be terminated upon notice by the Commission to the Licensee with prior written consent of the Minister:

- 6.2.1 If the Licensee fails to comply with section 20 of the Telecommunications Ordinance; or
- 6.2.2 Should the Licensee be dissolved or go into liquidation otherwise than for solvent reconstruction, or shall become insolvent, or shall cease to carry on a telecommunications business; or
- 6.2.3 Where the Commission deems that there is, or is likely to be, a risk to national security.

7 SUB-CONTRACTING

- 7.1 Use of a subcontractor shall not relieve the Licensee of any of its obligations under this Licence and nothing under this sub-clause grants to any subcontractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance.
- 7.2 Any subcontractor's contract shall provide that the subcontractor agrees to comply with the terms and conditions of this Licence, Regulations, and the Telecommunications Ordinance.

8. FEES

- 8.1 The Licensee shall pay to the prescribed Network or Service Fees in accordance with Section 12 of the Telecommunications Ordinance and the Fee Structure Regulations.
- 8.2 The Licensee shall pay the Regulatory Fees in accordance with Section 47 of the Telecommunications Ordinance and the Fee Structure Regulations.
- 8.3 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this Licence.
- 8.4 The Licensee shall pay to the Commission any penalties and interest that may be imposed on the Licensee by the Commission for failure to make any payment due under this Licence and for any other contraventions of this Licence, Telecommunications Ordinance or Regulations.
- 8.5 The Licensee shall pay any relevant fees payable in accordance with the Telecommunications Ordinance and the Regulations with respect to numbers issued to the Licensee.

9. Information Requirements

- 9.1 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 in writing to enable the Commission to carry out its functions under the Telecommunications Ordinance.

10. CONFIDENTIALITY

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

- 10.1.1 Confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;
- 10.1.2 Any information regarding usage of a Licenced Network or a Licensed Service; or
- 10.1.3 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.
- 10.1.4 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 thereof.

11. NOTICES

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

The Minister: Ministry of Communications
Grand Turk
Attention: Permanent Secretary
Fax No: (649) 946 2740

The Licensee: Harris Corporation
c/o Holland & Knight LLP, ATTN: Bill LeBeau
800 17th St. NW
Washington, DC 20006
United States of America

The Commission: Turks & Caicos Islands Telecommunications
Commission
Business Solution Complex
Providenciales
Attention: Director General
Fax No: (649) 946 1119
Email: info@tcitelecommission.tc

- 11.2 or any other address, email, or fax number of which the Minister, the Licensee or the Commission 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).

12. COMPLIANCE AND DISPUTE RESOLUTION

- 12.1 The Licensee shall comply with the terms of this Licence, including the Annexes.
- 12.2 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 Licence, take any action authorised by law, including suspension and revocation of the Licence, where applicable.

12.2 If the Licensee disputes any action taken or not taken by the Minister or the Commission with respect to this Licence, the Licensee may pursue such rights as it has under sections 54 and 55 of the Telecommunications Ordinance, the Regulations or any other law.

13. GOVERNING LAW

13.1 This Licence 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.

14. SURRENDER OF LICENCE

14.1 The Licensee may surrender the Licence at any time providing the Licensee provides the Commission with at least one hundred and eighty (180) days' notice prior to the date on which the Licence is to be surrendered. Surrendering of the Licence may not result in a refund of fees paid to operate the licenced networks or licenced services authorized under the Licence.

ANNEX A

LICENSED SERVICES

1. The Licensee is authorized to provide the following telecommunication services:

VSAT data and voice communications service between the United States Federal Aviation Administration (FAA) Air Traffic Control Beacon Interrogator (ATCBI) installations in Grand Turk, and the Air Route Traffic Control Center (ARTCC) in Miami, Florida, USA.

The service is to be used exclusively for private VSAT communications for the sole purpose of the Licensee and the Federal Aviation Administration, and it shall not be offered to the public for commercial or private operations.

ANNEX B

LICENSED NETWORKS

1. The Licensee is authorized to own and operate a private VSAT telecommunications network facilities as necessary to provide the Licensed Services.
2. The Licensee may use switched or packet technology or any other form of telecommunications transmission or any combination thereof to provide the Licensed Services.
3. The Licensee's network facilities shall include fixed transceivers, and base stations to provide the Licensed Services.

ANNEX C

TURKS AND CAICOS ISLANDER CONTROL EXEMPTION

The exemption to section 9(1) of the Telecommunications Ordinance "Islander control" requirement is hereby granted to L3 Harris Technology Inc. under section 9(3) of the Ordinance by the Minister responsible for Telecommunications.

ANNEX D
ATTESTATION CLAUSES



Signature:

A handwritten signature in blue ink, appearing to be "Otis Morris", written over a horizontal line.

Otis Morris, Minister of Communications

Accepted on behalf of **L3Harris Technologies, Inc.**

Signature:

A handwritten signature in blue ink, "Scott T. Mikven", written over a horizontal line.

Name: **SCOTT T. MIKVEN**

Capacity: **SVP, GENERAL COUNSEL AND SECRETARY**

Date: **17TH** day of **AUGUST** 2023