

DATED 5 June 2026



Submarine Cable Licence

NUVEM Submarine Cable

Licensee: Skipjack Infrastructure Limited
Address: % Appleby Global Corporate Services (Bermuda) Ltd
Canon's Court, 22 Victoria Street
Licence number: SCL20260605-01
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The Regulatory Authority of Bermuda (RA), in the exercise of the authority conferred upon it by the Submarine Communications Cable Act 2020 (SCCA), hereby grants to Skipjack Infrastructure Limited a conditional licence to land and operate the NUVEM submarine cable within Bermuda, subject to the terms of this Licence, the SCCA, the Electronic Communications Act 2011 (ECA), the Regulatory Authority Act 2011 (RAA), and any Regulations, General Determinations, Adjudicative Decisions, Orders, and Directions made or issued in accordance with these Acts.

1. DEFINITIONS

1.1. In this Licence, unless the context otherwise requires—

“Affiliate” means a person who directly or indirectly controls, is controlled by or is under common control of another person;

“Applicable Regulatory Framework” means any provision of law (as defined in section 2 of the Interpretation Act 1951) to which the Licensee is subject, and includes, but is not limited to, any applicable—

- (a) Administrative Determinations made by the Authority;
- (b) obligations imposed by the Authority to provide performance bonds in respect of compliance with any of the Conditions of the Permit, associated licences, authorisations and permits, or other requirements specified by the Authority;

“Electronic Communications Network” has the same meaning as in the ECA;

“Electronic Communications Services” has the same meaning as in the ECA;

“Installation” in relation to a submarine cable, includes—

- (a) the laying of the cable on or beneath the seabed;
- (b) the attachment of the cable to any other cable or thing; and
- (c) any activity that is ancillary or incidental to the installation of the cable (for this purpose, installation includes an activity covered by paragraph (a) or (b));

and the cognate expression “**install**” shall be construed accordingly;

“**Licence**” means this licence to land and operate a submarine cable;

“**Licensee**” means a licence holder, Skipjack Infrastructure Limited and, for the avoidance of doubt, does not include any Affiliates of the Licensee;

“**Person**” means a natural person or any company or association or body of persons, whether corporate or unincorporate, being a body, which is empowered by law to sue or be sued in its own name or in the name of an officer or other person;

“**Protection zone**” means an area designated in Schedule 1 of the SCCA, in which submarine cables have protection;

“**Submarine cable**” means that part of an international communications cable—

- (a) that is laid on or beneath the seabed that lies beneath the territorial waters of Bermuda;
- (b) that is laid for purposes that include connecting a place in Bermuda with a place outside Bermuda (whether or not the cable is laid via another place in Bermuda); and
- (c) that is connected to a place in Bermuda,

and includes any device attached to that part of the international communications cable, if the device is used in or in connection with that cable.

1.1. A reference in this Licence to—

- (a) the location of a submarine cable includes, in relation to a submarine cable that is not yet installed, a reference to the proposed location of the submarine cable;
- (b) a submarine cable includes a reference to a part of a submarine cable.

2. INTERPRETATION

2.1. For the purpose of interpreting this Licence—

- (a) unless the context otherwise requires, words or expressions must have the meaning assigned to them in the Licence, the SCCA, RAA and Interpretation Act 1951;
- (b) where there is any conflict between the provisions of this Licence and the SCCA or RAA, the provisions of the SCCA or RAA, as the case may be, must prevail;
- (c) references to Conditions and any Annex are to Conditions and the relevant Annex of the Licence, as modified from time to time in accordance with the Licence and the SCCA;
- (d) a document referred to in this Licence must be incorporated into and form part of the Licence and a reference to a document is to the document as modified from time to time;
- (e) headings and titles used in this Licence are for reference only and must not affect its interpretation or construction;
- (f) references to any law or statutory instrument include any modification, reenactment or legislative provisions substituted for the same;
- (g) expressions cognate with those used in this Licence must be construed accordingly;
- (h) use of the word “include” or “including” is to be construed as being without limitation; and
- (i) words importing the singular must include the plural and vice versa, and words importing the whole must be treated as including a reference to any part unless explicitly limited.

3. SCOPE OF LICENCE

- 3.1. This Licence authorises the Licensee to land and operate within Bermuda the submarine cable detailed in the Protection Zone Installation Permit 20260415-01 of 15 April 2026 upon installation of the submarine cable in accordance with the terms of the said Protection Zone Installation Permit.

- 3.2. The Licensee cannot authorise affiliates (including those wholly owned by Google LLC) which were not specifically listed in the application for the submarine cable licence to provide support to the submarine cable system or its operation without first disclosing the name of the affiliate to the Authority and obtaining the Authority's permissions for the affiliate to act on behalf of the Licensee.
- 3.3. This Licence does not grant the Licensee any right or entitlement to—
- (a) install a submarine cable without having also obtained a permit pursuant to Part 5 of the SCCA;
 - (b) establish, construct or operate an Electronic Communications Network or provide any additional Electronic Communications Services;
 - (c) use radio spectrum, radio stations or radio apparatus;
 - (d) Interconnect with any submarine cables or sectoral participants that do not originate on the Licensee's premises.
- 3.4. The Licensee must obtain a licence under section 12 of the Electronic Communications Act 2011 before interconnecting with any submarine cables or sectoral participants that do not originate on the Licensee's premises. Such interconnection(s) should not unduly discriminate in relation to the provision of Interconnection or Access, in particular, by applying equivalent conditions in equivalent circumstances to Other Licensees providing equivalent services, and providing them with services and information (including technical specifications and network-related information) under the same conditions and of the same quality as it provides for its own services or those of its Affiliates, subsidiaries or partners.
- 3.5. Nothing in this Licence must relieve the Licensee of the obligation to comply with any other requirement at law or practice to obtain any additional consents, permissions, authorisations, licences or permits as may be necessary to provide Electronic Communications Services or exercise the Licensee's rights or discharge its obligations under this Licence, including any applicable requirements under the SCCA.
- 3.6. This Licence is non-exclusive and is not intended to convey proprietary rights.

4. GRANT AND DURATION OF THE LICENCE

- 4.1. The Licence is valid and effective from the date on which the Protection Zone Installation Permit 20260415-01 is properly installed and must remain in effect until the earlier of—
- (a) 25 years after the licence comes into effect;
 - (b) the date on which the Licensee surrenders the Licence in accordance with Condition 14.2; or
 - (c) the date on which the Licence is revoked or terminated pursuant to section 66 of the SCCA or section 93 of the RAA.
- 4.2. The Licence may be renewed for an additional term or terms pursuant to section 60 of the SCCA.

5. FEES, CONTRIBUTIONS AND PENALTIES

- 5.1. The Licensee must pay to the Authority such—
- (a) Government authorisation fees as may be prescribed under section 52 of the RAA and the Government Fees Act 1965;
 - (b) Regulatory Authority fees as may be prescribed under section 11 of the ECA and section 44 of the RAA; and
 - (c) Initial or increased amounts of any consultancy deposit as may be ordered under section 57 of the SCCA (less any unused funds).
- 5.2. The Licensee must pay to the Authority any penalties and interest that may be imposed on the Licensee by the Authority for failure to make any payment due under this Licence and for any other contraventions of this Licence or the Applicable Regulatory Framework.

6. COMPLIANCE

- 6.1. The Licensee must comply with —
- (a) the terms of this Licence, including any Annex;
 - (b) the terms of any associated licences, authorisations and

permits issued by the Authority to the Licensee;

- (c) the Applicable Regulatory Framework; and
- (d) the treaties of International Telecommunications Union currently in force and any other international agreements, including any modifications, relating to Electronic Communications to which Bermuda is a part.

6.2. Where there is an irreconcilable conflict among any of the instruments identified above, the following order of precedence must apply—

- (a) Acts of the Legislature (subject to the order of priority noted in condition 2.1(b));
- (b) Regulations and Orders made by the Minister;
- (c) International agreements that apply to Bermuda;
- (d) General or other Administrative Determinations made by the Authority, and
- (e) This Licence.

7. OPERATION OF SUBMARINE CABLE

7.1. The Licensee must land and operate the applicable submarine cable in a manner that—

- (a) remains within the Protected Zone;
- (b) does not interfere with the installation, landing or operation of any other submarine cable;
- (c) causes as little detriment and inconvenience, and as little damage, as is practicable; and
- (d) does not interfere with the operation of Electronic Communications Networks and the provision of Electronic Communications Services by other persons that hold a Licence.

7.2. When operating the relevant cable, the Licensee must ensure that all reasonable steps are taken—

- (a) to act in accordance with good engineering practice;

- (b) to protect the safety of persons and property; and
 - (c) to protect the environment.
- 7.3. The Licensee must ensure that the operation of the relevant submarine cable is done in accordance with any standard that—
 - (a) relates to operation;
 - (b) is recognized by the Authority as a standard for use in the telecommunications industry; and
 - (c) is likely to reduce a risk to the safety of the public if the carrier complies with the standard.
- 7.4. The Licensee must ensure that the operation of the relevant submarine cable is done in a manner that is consistent with Bermuda's obligations under an international agreement that is relevant to the installation.
- 7.5. The Licensee must procure such insurance or post such performance bonds as the Authority may reasonably require to ensure that any works undertaken by the Licensee are completed and that any property abandoned by the Licensee or that has fallen into disrepair is removed from public property.
- 7.6. Upon the revocation or termination of the Licence and where possible, the Licensee must make reasonable efforts to sell the Licensee's business and assets, and facilitate the transfer of the Licensee's Bermudian staff employed in Bermuda, to another authorisation holder in Bermuda.

8. RIGHTS OF ACCESS

- 8.1. Subject to the provisions of this section, nothing in this Licence must be interpreted as granting or permitting the Licensee rights of access over, through or across private property.
- 8.2. In the exercise of any permission, consent and/or approval granted under this Licence, the Licensee must cause as little inconvenience or damage as is reasonably practicable and the Licensee must be liable to pay compensation to any person who suffers damage to his property in consequence of the exercise of such permission, consent

and/or approval.

- 8.3. For the avoidance of doubt, this condition must also apply to public lands, public buildings and other public property.

9. PRIVACY OF COMMUNICATIONS

- 9.1. The Licensee must take all reasonable measures to ensure the privacy of all Telecommunications.
- 9.2. Except as otherwise provided in the ECA or any other applicable enactment, the Licensee may not intercept, or willfully divulge the content of, any Electronic Communications.

10. CONFIDENTIALITY OF PERSONAL DATA

- 10.1. The Licensee must abide by the requirements of sections 29 and 31 of the ECA, the Personal Information Protection Act 2016, any other applicable enactment and any General Determinations made by the Authority in relation to the confidentiality of customer information or the security of customer data.
- 10.2. The Licensee must implement reasonable internal measures, including by limiting access to physical records, systems and processes where appropriate, to safeguard and maintain the confidentiality of any such data that is commercially or competitively sensitive.

11. INFORMATION, AUDITS AND INSPECTION

- 11.1. In addition to the information required by section 53 of the RAA, the Licensee must promptly provide the Authority with any documents, accounts, reports, returns, estimates or other information required by the Authority to carry out its responsibilities under the RAA, SCCA and ECA.
- 11.2. The Licensee must permit the Authority or persons designated by the Authority to examine, investigate or audit, or procure such assistance as the Authority may require to conduct an examination, investigation or audit of, any aspect of the Licensee's business.
- 11.3. Subject to the provisions of section 92 of the RAA, the Licensee must permit the Authority or persons designated by the Authority to enter the Licensee's premises, and must facilitate access by them to premises used by the Licensee, to conduct an inspection,

examination, investigation or audit of the Licensee.

- 11.4. The Licensee must place a complete copy of this Licence on the Licensee's website or, if no website exists, in a conspicuous place in the Licensee's principal place of business that it is readily available for inspection free of charge by members of the general public during normal office hours.

12. MODIFICATION OF THE LICENCE

- 12.1. The Licence may be modified—
 - (a) with the mutual consent of the Licensee and the Authority;
 - (b) by the Authority pursuant to the provisions of section 51 of the RAA and section 64(2) of the SCCA; and
 - (c) by the Authority following an enforcement proceeding, pursuant to the provisions of section 93 of the RAA.

13. ENFORCEMENT AND REVOCATION

- 13.1. The Authority may initiate enforcement proceedings pursuant to section 93 of the RAA if there is reason to believe that the Licensee has contravened the terms of this Licence or the Applicable Regulatory Framework, and the Licensee must participate in good faith in the enforcement proceedings.
- 13.2. Upon finding that the Licensee has contravened this Licence or the Applicable Regulatory Framework, the Authority may, among other things, issue a warning, direct the Licensee to remedy the contravention or make restitution, impose financial penalties up to ten per cent of the Licensee's total annual turnover, or modify or suspend this Licence or any other authorisation issued to the Licensee by the Authority.
- 13.3. The Authority may revoke or terminate this Licence in accordance with the provisions of section 66 of the SCCA.

14. DISCONTINUATION OF SERVICE; SURRENDER OF LICENCE

- 14.1. The Licensee may surrender the Licence, with the agreement of the Authority, after having applied for revocation pursuant to section 66(b) of the SCCA.

14.2. The Licensee must submit a request to surrender the Licence no less than 180 days, or such lesser period as the Authority may allow, in advance of the date on which the Licensee proposes to surrender the Licence.

15. ASSIGNMENT

15.1. The Licensee must not sub-license, assign or grant any right, interest or entitlement in the Licence nor transfer the Licence to any other person, including an Affiliate of the Licensee, without the prior written authorisation of the Authority.

16. CHANGE OF CONTROL

16.1. The Licensee must not complete any proposed change in Control of the Licensee without first obtaining the prior written authorisation of the Authority in accordance with the procedures laid down in the RAA.

16.2. For the purposes of condition 16.1, "Control" means—

- (a) the power, whether held directly or indirectly, to exercise decisive influence over the Licensee, including by directing its management and policies, whether through ownership of shares, stocks or other securities or voting rights, or through an agreement or arrangement of any type, or otherwise; and
- (b) must, in any event, be deemed to exist in any case involving the ownership of 25 percent or more of the shares, stock or other securities or voting rights, including through an agreement or arrangement of any type.

17. CHANGE OF LAW

17.1. Despite any provision to the contrary, where either of the RAA, the ECA or the SCCA is amended, or repealed and replaced, the amendments or the new enactment as the case may be, must apply to this Licence and this Licence must, immediately upon the coming into force of any amendments or new enactment, be read as if the Licence was issued under and in accordance with the provisions of the amended Act or new enactment.

18. INDEMNIFICATION

- 18.1. The Licensee must indemnify the Authority against all actions, claims and demands which may be brought or made by any person in respect of any injury or death of any person or damage to any property arising from any act of the Licensee permitted or authorised by the Licence.
- 18.2. The Authority must provide the Licensee with notice of any such actions, claims and demands, but the Authority's failure to do so must not relieve the Licensee of any obligations imposed on the Licensee by this Condition.

19. FORCE MAJEURE; OTHER EVENTS

- 19.1. If the Licensee is prevented from complying with the Licence by acts of God, war, warlike operations, terrorist act, epidemic, pandemic, quarantine, civil commotion, major strikes or any other significant or protracted industrial action, fire, tempest or any other causes beyond the Licensee's control—
 - (a) the Licensee must notify the Authority, as promptly as reasonably practicable, of the obligations of the Licence with which the Licensee cannot comply, the expected duration of the event of force majeure, and the measures the Licensee is taking to overcome the consequences of the event of force majeure; and
 - (b) the Authority may suspend those obligations of the Licence as the Authority concludes the Licensee cannot comply with for as long as the event of force majeure continues.
- 19.2. In addition to events of force majeure, the Licensee must notify the Authority of any fact or event likely to affect materially the Licensee's ability to comply with any Condition of this Licence, or an insolvency-related fact or event in respect of the Licensee or any Affiliate, or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon becoming aware of the fact or event.

20. NOTICES

- 20.1. Whenever this Licence requires or allows notice, the notice must be written and state with reasonable certainty the information being communicated.

20.2. Additionally, the notice must be electronically signed by a person authorised to issue notice on behalf of the Authority or the Licensee issuing notice (as the case may be) and dispatched by email from the designated email address of the Authority or Licensee (as the case may be) issuing notice, to the designated email address of the other Party.

20.3. Every Notice will be deemed to have been served when the email through which it is dispatched leaves the computer system of the person issuing Notice.

20.4. The designated email addresses of the Parties are:

(a) Authority:

legalandregulatory@ra.bm

(b) Permittee:

Name	Jerome Wilson
Position	External Secretary
Entity	Skipjack Infrastructure Limited % Appleby Global Corporate Services (Bermuda) Ltd
Email Address	JWilson@applebyglobal.com