



Spectrum Licence and Permit

Non-Commercial Non-High Demand Spectrum

Licensee: Bermuda Land Management Corporation

Address: PO Box 415
Mangrove Bay MABX

Licence Number: 04-NCNHDS-01

Issue Date: 16 April 2026

Expiry Date: 15 April 2036

The Regulatory Authority of Bermuda (RA), in the exercise of the authority conferred upon it by the Electronic Communications Act 2011, hereby grants to the Bermuda Land Management Corporation (BLMC) this Radio Spectrum Licence and Permit, which provides the right to use the assigned Radio Spectrum in accordance with the terms and conditions of this Licence and Permit and its Schedules, the Electronic Communications Act 2011, the Regulatory Authority Act 2011, and any Regulations, General Determinations, Adjudicative Decisions, Orders or Directives made or issued in accordance with these Acts and applicable international treaties and regulations.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Licence, unless the context otherwise requires:

“Assigned Frequencies” means the frequencies assigned to the Licensee, as set forth in Schedule A attached hereto;

“Authorised Use” means the use of the Assigned Frequencies as described in Condition 3.1 of this Licence;

“Bermuda Frequency Assignment Register” means a register containing a table of radio frequency spectrum assignments, including the name of the licensee, the frequencies assigned, the Authorized Use(s) and any other relevant information contained in Schedule A;

“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 per cent or more of the shares, stock or other securities or voting rights, including through an agreement or arrangement of any type;

“ECA” means the Electronic Communications Act 2011;

“High Demand Spectrum” or “HDS” means the spectrum frequencies designated as in high demand as set out in Appendix A to the Minister’s Spectrum Policy Statement published 22 September 2014;

“Licence and Permit” means this Radio Spectrum Licence and Radio Apparatus Permit granted to the Licensee;

“Licensee” means BELCO and, for the avoidance of doubt, does not include any Affiliates of the Licensee;

"Non Commercial Non High Demand Spectrum" or "NCNHDS" means the radio spectrum that is designated as NHDS and fits the criteria listed in annex 1 section 2 of the Schedule to the Regulatory Authority of Bermuda (Grant of Spectrum Licences, Permits and Exempted Frequencies) General Determination dated December 2020;

"Non High Demand Spectrum" or "NHDS" means the radio spectrum that is not designated as HDS in the Minister's Spectrum Policy dated 22 September 2014;

"Primary Basis" means the nature of a right granted to the holder of a Radio Spectrum Licence, pursuant to which the licensee is the only Person authorized to use the specified frequencies;

"RAA" means the Regulatory Authority Act 2011; and

"Sub-license" means any segregation or partition of the radio frequency usage rights granted herein and must include any arrangement by the Licensee to share radio frequency rights with one or more third parties, including any Affiliate.

- 1.2** For the purpose of interpreting this Licence, words or expressions must have the meaning assigned to them in the ECA, unless otherwise specified.

2 ASSIGNED FREQUENCIES AND USAGE RIGHTS

- 2.1** Subject to the Applicable Regulatory Framework and the terms and conditions of this Licence and Permit, the Licensee is hereby authorized to use the Assigned Frequencies on a **Co-Primary Basis**.
- 2.2** The Licensee must comply with any technical or other requirements that the RA may adopt in respect of the Authorized Use.
- 2.3** The Licensee must utilize the Assigned Frequencies in full conformity with the Bermuda Frequency Allocation Table and the Bermuda Frequency Assignment Register maintained by the RA, including any amendments thereto, subject to Condition 3 of this Licence and Permit.

3 SCOPE OF LICENCE AND PERMIT

- 3.1** This Licence and Permit grants the Licensee the right to use the Assigned Frequencies exclusively for BLMC's free Wi-Fi service located exclusively within the BLMC Dockyard "Campus" as described in the Third Schedule of the Bermuda Land Management Corporation Act 1982.
- 3.2** This Licence and Permit grants the Licensee an authorization to operate their radio apparatus (including all equipment to utilize the Assigned Frequencies as set out in 3.1 above).
- 3.3** This Licence and Permit does not grant the Licensee any ownership rights in the Assigned Frequencies, and no such rights must be created or implied by virtue of the Licensee's use of the Assigned Frequencies.
- 3.4** Nothing in this Licence and Permit relieves the Licensee of the obligation to comply with any other requirement of law or practice to obtain additional consents, permissions, authorizations,

licences or permits as may be necessary to operate Radio Apparatus or Radio Stations, establish, construct and operate an Electronic Communications Network, or provide Electronic Communications Services.

4 GRANT AND DURATION OF THE LICENCE AND PERMIT

4.1 This Licence and Permit is valid and effective from the date hereof and must remain in effect until the earlier of:

- (a) 15 April 2036;
- (b) the date on which the Licensee surrenders this Licence and Permit;
- (c) the date on which this Licence and Permit is revoked pursuant to any enforcement proceedings taken under the RAA; or
- (d) the date on which this Licence and Permit is replaced with a new licence and permit that reflects any changes made by the Minister or the RA, as the case may be, in the statutory instruments, administrative determinations, authorizations and adjudicative decisions and orders or their equivalent.

5 RENEWAL

5.1 This Licence and Permit may be renewed, at the discretion of the RA, for a term not to exceed 10 years.

6 MODIFICATION

This Licence and Permit, including its Schedules, may be modified by the RA:

- (a) with the consent of the Licensee;
- (b) pursuant to the provisions of Section 51 of the RAA and Section 9(2)(c)(i) of the ECA;
- (c) to bring the terms of the Licence and Permit into conformity with international treaty obligations or regulations or the Applicable Regulatory Framework (including the Bermuda Frequency Allocation Table);
- (d) following an enforcement proceeding; or
- (e) following an adjudication pursuant to Section 41 or 42 of the ECA.

7 OBLIGATIONS UNDER THE LICENCE AND PERMIT

7.1 The Licensee must comply with existing and future international coordination requirements and procedures, including the relevant international Radio Regulations issued by the International Telecommunications Union. Upon request of the RA, the Licensee must provide technical assistance and support to the Minister and the RA in connection with the Government of

Bermuda's participation in regional and international governmental organizations for purposes of spectrum management and coordination.

- 7.2** The Licensee must coordinate, when necessary, with other Radio Spectrum licensees in Bermuda to avoid Harmful Interference. In the event of a disagreement between or among licensees regarding the prevention or causation of Harmful Interference, the affected licensees must be responsible for resolving such disputes expeditiously and, if such efforts are unsuccessful, one or more of the licensees involved may request that the RA intervene to resolve the dispute.
- 7.3** The Licensee must assist the RA in the coordination and management of Radio Spectrum and must make efficient use of the Assigned Frequencies for the Authorized Use. The Licensee must notify the RA promptly if the Licensee no longer requires the use of any or all of the Assigned Frequencies.
- 7.4** The Licensee must cooperate fully with the RA in identifying whether and to what extent the Assigned Frequencies are being used efficiently and whether the Licensee has a reasonable need for all or a portion of the Assigned Frequencies, including as follows:
- (a) The Licensee must promptly provide any information requested by the RA concerning the Licensee's actual or proposed use of the Assigned Frequencies and other Radio Spectrum resources.
- 7.5** In the event that the Licensee ceases the operation of the free Wi-Fi network that requires this NCNHDS, the Licensee is required to proactively and promptly advise the RA accordingly and surrender this licence in accordance with section 4.1 (b) of this Licence.
- 7.6** Subject to the provisions of Section 92 of the RAA, the Licensee must permit the RA or Persons designated by the RA to enter the Licensee's premises, and must facilitate access by them to premises used by the Licensee, to inspect, examine, investigate or audit the Licensee's use of Radio Stations, Radio Apparatus and Radio Spectrum.

8 FEES AND PENALTIES

- 8.1** The Licensee must pay all fees prescribed under the RAA or ECA (or pursuant to any regulations made thereunder).
- 8.2** If the Licensee owes money to the RA in relation to fees payable in respect of this Licence, the Licensee is in breach of this Licence if the Licensee fails to pay that money within 90 days after receiving a written notice from the RA indicating that payment is due.
- 8.3** The Licensee must pay all applicable fees for Radio Stations and Radio Apparatus using the Assigned Frequencies.
- 8.4** The Licensee must pay to the RA any penalties and interest that may be imposed on the Licensee by the RA for failure to make any payment due under this Licence and for any other contraventions of this Licence or the Applicable Regulatory Framework.

9 COMPLIANCE

Failure to comply with the terms of this Licence and Permit constitutes a violation of the conditions of this Licence and Permit and violations will be dealt with in accordance with the procedures set forth in the RAA and ECA.

10 ENFORCEMENT AND REVOCATION

The RA may initiate enforcement proceedings if there is reason to believe that the Licensee has contravened the conditions of this Licence and Permit or the Applicable Regulatory Framework, including failure to pay any fees prescribed for use of the Assigned Frequencies in full on a timely basis.

11 ASSIGNMENT

The Licensee must not transfer, assign, Sub-License or lease, in whole or in part, this Licence and Permit or the spectrum usage rights granted herein to any third party, including any Affiliate, without the prior written authorization of the RA acting with the written consent of the Minister. For purposes of this condition, "assignment" must be deemed to include a change of Control of the Licensee.

12 RECORD-KEEPING OBLIGATIONS

The Licensee must maintain the following records up-to date and promptly provide the RA with copies upon request:

- (a) the equipment specifications of all Radio Stations and other Radio Apparatus operating under this Licence and Permit;
- (b) the coverage area of the Licensee's Electronic Communications Network and of each Radio Station;
- (c) the effective radiated power of any Radio Station and its location and height;
- (d) the measures taken to ensure that each Radio Station is not a source of harmful radiation to the public, and the Licensee's employees and contractors;
- (e) any information necessary for the RA to develop and keep updated the Bermuda Frequency Allocation Table and Bermuda Frequency Assignment Register;
- (f) the emission designation of each Radio Station, as prescribed by the Applicable Regulatory Framework; and
- (g) the types of services provided to the Licensee's End-Users and Subscribers using the Assigned Frequencies.

SCHEDULE A

ASSIGNMENT OF NON COMMERCIAL NON HIGH DEMAND SPECTRUM

The frequency assignments listed below have been assigned for use by the Licensee on a Co-Primary basis exclusively in the Dockyard area as described in the Third Schedule of the Bermuda Land Management Corporation Act 1982.

IEEE 802.11ad/ay Standard

4 non-overlapping channels in the 57-66 GHz range

	MHz			
Channel Number	Center Frequency	Start of Channel	Stop of Channel	Channel Size
Channel 1	58320	57240	59400	2160
Channel 2	60480	59400	61560	2160
Channel 3	62640	61560	63720	2160
Channel 4	64800	63720	65880	2160