



BERMUDA
**REGULATORY
AUTHORITY**

Reseller Communications Operating Licence

Licensee:

Address:

Licence Number:

Date:

TABLE OF CONTENTS

1. DEFINITIONS	2
2. INTERPRETATION	3
3. SCOPE OF THE LICENCE.....	3
4. GRANT AND DURATION OF THE LICENCE.....	4
5. FEES, CONTRIBUTIONS AND PENALTIES	5
6. COMPLIANCE	5
7. PROVISION OF SERVICES.....	6
8. EMERGENCY CALL SERVICES.....	7
9. NUMBERING	7
10. NATIONAL SECURITY, EMERGENCIES AND LAW ENFORCEMENT.....	8
11. INTERCONNECTION	8
12. PRIVACY OF COMMUNICATIONS.....	8
13. CONFIDENTIALITY OF PERSONAL DATA.....	8
14. CONSUMER PROTECTION	9
15. INFORMATION, AUDITS AND INSPECTION	12
16. MODIFICATION OF THE LICENCE	13
17. ENFORCEMENT AND REVOCATION	13
18. DISCONTINUATION OF SERVICE; SURRENDER OF LICENCE.....	14
19. ASSIGNMENT	14
20. CHANGE OF CONTROL	14
21. INDEMNIFICATION.....	14
22. FORCE MAJEURE; OTHER EVENTS	15
23. NOTICES	15

The Regulatory Authority of Bermuda, in the exercise of the authority conferred upon it by the Electronic Communications Act 2011, hereby grants to _____ a licence to provide the licensed services, as set out in Condition 3 below, within the territorial limits of Bermuda and between Bermuda and other countries, subject to the terms of this Licence, the Electronic Communications Act 2011, the Regulatory Authority Act 2011, and any Regulations, General Determinations, Adjudicative Decisions, Orders, and Directions made or issued in accordance with these Acts.

1. DEFINITIONS

In this Licence, unless the context otherwise requires:

“**Authority**” means the Regulatory Authority of Bermuda;

“**Campus**” means a contiguous parcel of land, not separated by public or private land, on which one or more structures may be located;

“**Condition**” means a condition of this Licence;

“**ECA**” means the Electronic Communications Act 2011;

“**Licence**” means this Resale Communications Operating Licence granted to _____;

“**Licensed Services**” means the services described in Condition 3.

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

“**Minister**” means the minister responsible for telecommunications;

“**Number**” means a number assigned to the Licensee by the Authority in accordance with the Numbering Plan;

“**Other Licensee**” means another licensee that holds an Individual Communications Operating Licence;

“**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;

“**RAA**” means the Regulatory Authority Act 2011;

“**Residential Subscriber**” means an End-User or Subscriber who is a natural person, who uses the Licensee’s Electronic Communications Services, and who contracts at a place of residence;

“Slamming” means practice whereby a Subscriber is switched from an Other Licensee to the Licensee without the express knowledge and consent of the Subscriber; and

“Small Business Subscriber” means an End-User or Subscriber that is a Bermudian-owned and owner-operated business enterprise with gross annual sales of less than one million dollars or an annual payroll of less than five hundred thousand dollars and that uses the Licensee’s Electronic Communications Services at its place of business.

2. INTERPRETATION

For the purpose of interpreting this Licence:

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

3. SCOPE OF THE LICENCE

- 3.1** This Licence grants the Licensee the right to provide Electronic Communications Services by reselling Electronic Communications Services provided by COL holders within the territorial limits of Bermuda, including for the provision of international services between

Bermuda and other countries. This Licence does not authorize the Licensee to construct or operate Electronic Communications Networks, except as follows:

- (a) The Licensee may own and/or operate the following Electronic Communication Network functionality: switching equipment, home location registers, numbering resources; and SIM cards; and
- (b) The Licensee may self-provision network facilities within its own premises and campus.

3.2 Notwithstanding the provisions of Condition 3.1, this Licence does not grant the right to provide an Electronic Communications Service if the Authority has made an Administrative Determination that:

- (c) such Electronic Communications Service is exempt from the obligation to hold a communications operating licence; or
- (d) such Electronic Communications Service is otherwise authorized pursuant to a Class Licence.

In such cases, the Electronic Communications Service shall be provided by the Licensee subject to the terms and conditions of the relevant Exemption or Class Licence. In cases where the Licensee's Electronic Communications Service may appear to be authorized by both this Licence and the exemption or Class Licence, as the case may be, the terms and conditions of this Licence shall apply unless and until the Authority makes an Administrative Determination to the contrary.

3.3 This Licence does not grant the Licensee and shall not be construed as an entitlement on the part of the Licensee to any licences or permits for the use of Radio Spectrum, Radio Stations or Radio Apparatus.

3.4 Nothing in this Licence shall relieve the Licensee of the obligation to comply with any other requirement at law or practice to obtain any additional consents, permissions, authorizations, licences or permits as may be necessary to provide Licensed Services or exercise the Licensee's rights or discharge its obligations under the Licence.

4. GRANT AND DURATION OF THE LICENCE

4.1 The Licence is valid and effective from the date hereof and shall remain in effect until the earlier of:

- (a) [DATE];
- (b) the date on which the Licensee surrenders the Licence in accordance with Condition 18.2; or
- (c) the date on which the Licence is revoked or terminated pursuant to Section 9(2)(c)(i) of the ECA or Sections 48(5), 51(3), 51(4) or 93 of the RAA.

4.2 The Licence shall be renewed for an additional term or terms on request of the Licensee made not less than one month prior to the expiry of the Licence, unless the Authority determines that renewal of the licence would not be in the public interest.

5. FEES, CONTRIBUTIONS AND PENALTIES

5.1 The Licensee shall pay to the Authority such Government Authorization Fees in such amounts and at such times as may be prescribed pursuant to Section 52 of the RAA and the Government Fees Act 1965 and at such times as the Authority may direct.

5.2 The Licensee shall pay to the Authority such Regulatory Authority Fees in such amounts and at such times as may be prescribed pursuant to Section 44 of the RAA and the Government Fees Act 1965 and at such times as the Authority may direct.

5.3 The Licensee shall make such contributions to support the provision of Universal Service as may be specified in Regulations made by the Minister pursuant to Part 6 of the ECA.

5.4 The Licensee shall make such payments to support the establishment and provision of number portability, or the equivalent, as may be specified in a Regulation made by the Minister pursuant to Section 47 of the ECA.

5.5 The Licensee shall 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 shall comply with:

- (a) the terms of this Licence, including the Annexes;
- (b) the Applicable Regulatory Framework, including, but not limited to, any relevant:
 - (i) Regulations made by the Minister;
 - (ii) Administrative Determinations made by the Authority pursuant to Section 9(2)(c) of the ECA;
 - (iii) Universal Service obligations imposed in accordance with Part 6 of the ECA;
 - (iv) obligations imposed by the Authority to interconnect with the Electronic Communications Networks of ICOL holders and any Other Licensees that may be designated by the Authority for this purpose, promptly and on reasonable terms and conditions; and
 - (v) obligations imposed by the Authority in respect of emergency call services.

- (c) the Convention and any other international agreements relating to Electronic Communications to which Bermuda is a party; and
- (d) the ECA, the RAA and any other applicable law, enactment, regulations or order in effect in Bermuda to which the Licensee is subject.

Where there is an irreconcilable conflict among any of the instruments identified above, the following order of precedence shall apply: Acts of Parliament, Regulations and Orders made by the Minister, international agreements that apply to Bermuda, General Determinations or other Administrative Determinations made by the Authority, and this Licence.

7. PROVISION OF SERVICES

7.1 The Licensee shall:

- (a) if requested by the Authority and in such manner and format as the Authority may require, provide information that identifies the personnel relating to the provision of the Licensed Services located inside and outside of Bermuda; and
- (b) comply with any General Determinations or Directions made by the Authority requiring the Licensee to locate in Bermuda some or all of the personnel relating to the provision of any or all of the Licensed Services.

7.2 The Licensee shall maintain in Bermuda the original files of all Personal Data relating to the provision of the Electronic Communications Services authorized by this Licence. The Licensee shall ensure that all such Personal Data are capable of being accessed by the Government of Bermuda in real time. The Authority may, with the approval of the Minister, waive this Condition in whole or in part if, and to the extent that, the Authority determines that:

- (a) appropriate inter-governmental arrangements are in place that provide the Government of Bermuda and the Authority with access to such Personal Data on the same terms and conditions and within the same timeframes as if such Personal Data were located in Bermuda; and
- (b) a waiver would be in the public interest, not unduly discriminatory in respect of other similarly situated licensees, and consistent with requirements of Schedule 2 of the ECA.

7.3 The Licensee shall report planned any unplanned outages of the Electronic Communications Services authorized by this Licence in accordance with any requirements established by the Authority.

7.4 Sixty days prior to each anniversary of the Effective Date of this Licence, the Licensee shall provide to the Authority a certified statement signed by the Chief Executive Officer of the Licensee which states: (1) the actual number of end-user Subscribers and/or customers of the Licensed Services as at the date of the report; and (2) an estimate of the total number of end-user Subscribers and/or customers of the Licensed Services projected

for the end of the first and second anniversaries of the effective date of the Licence, respectively.

- 7.5** Upon termination of the Licence, the Licensee shall make reasonable efforts to sell the Licensee's Electronic Communications business and assets, and to facilitate the transfer of the Licensee's Bermudian staff employed in Bermuda, to another provider of Electronic Communications in Bermuda.

8. EMERGENCY CALL SERVICES

- 8.1** If the Licensee has been assigned Numbers under the Numbering Plan, the Licensee shall:

- (a) make available to Users, free of charge, access to the national three-digit number or numbers for emergency purposes from any fixed or mobile terminal connected to the Licensee's network, and provide any User possessing a fixed or mobile terminal or using a pay telephone with automatic access to the Licensee's network for the purpose of making emergency calls by means of the three-digit national number or numbers, without regard to whether such User is the Licensee's Subscriber;
- (b) to the extent technically feasible, provide Location Data for all calls to the national three-digit number or numbers for emergency purposes; and
- (c) comply with such technical and other requirements relating to the provision of emergency call services as the Authority may adopt.

9. NUMBERING

- 9.1** The Licensee shall be eligible to participate in, and shall comply with, the Numbering Plan. The Licensee shall use only those Numbers assigned to it by the Authority and those Numbers assigned to Subscribers that elect to transfer from Other Licensees to the Licensee.
- 9.2** The Licensee shall manage any Numbers that it has been assigned by the Authority in a manner that ensures the efficient use of those Numbers.
- 9.3** The Licensee shall not charge its Subscribers for the assignment of Numbers, except as otherwise permitted by the Authority.
- 9.4** The Licensee shall comply with any General Determinations made by the Authority in respect of the Numbering Plan and the allocation, reclamation, re-assignment, sale and use of Numbers.

10. NATIONAL SECURITY, EMERGENCIES AND LAW ENFORCEMENT

- 10.1** The Licensee shall cooperate with, and at the lawful direction of the Governor, Minister or Authority shall provide assistance to, the relevant Government ministries responsible for national security and emergency services.

10.2 The Licensee shall, at the direction of the Governor, Minister or the Authority, give Electronic Communications of the relevant Government ministries responsible for national security and emergency services priority over all other Electronic Communications.

10.3 The Licensee shall comply with the relevant requirements of Schedule 2 of the ECA.

11. INTERCONNECTION

11.1 The Licensee shall be entitled to interconnect directly or indirectly with the Electronic Communications Networks of ICOL holders and any Other Licensees on reasonable terms and conditions to provide consumers with any-to-any connectivity. The Licensee shall also be entitled to Access in the form of co-location under the same terms and conditions as ICOL holders.

11.2 The Licensee shall interconnect, on reasonable request, with the Electronic Communications Networks of ICOL holders and any Other Licensees promptly and on reasonable terms and conditions.

12. PRIVACY OF COMMUNICATIONS

12.1 The Licensee shall take all reasonable measures to ensure the privacy of all Electronic Communications.

12.2 Except as otherwise provided in the ECA or any other applicable enactment, the Licensee may not intercept, or wilfully divulge the content of, any Electronic Communications.

13. CONFIDENTIALITY OF PERSONAL DATA

13.1 Subject to Conditions 13.2 and 13.3 and Section 31 of the ECA, the Licensee:

(a) may not without an End-User's or Subscriber's informed consent collect, use, maintain or disclose Personal Data about an End-User or Subscriber for any purpose; and

(b) shall apply appropriate security safeguards to prevent the collection, use, maintenance or disclosure of such Personal Data.

13.2 The Licensee shall comply with any General Determinations made by the Authority requiring the Licensee to retain, or prohibiting the Licensee from retaining, specified Personal Data relating to End-Users and Subscribers, including information about billing, beyond a specified period.

13.3 The Licensee shall take reasonable steps to ensure that any Personal Data it discloses or retains concerning an End-User or Subscriber is accurate and complete for its intended use.

13.4 The Licensee shall permit an End-User or Subscriber to inspect its records regarding Electronic Communications provided to that End-User or Subscriber and shall respond

promptly to requests to correct or remove information that is shown to be incorrect, unless the Authority determines that such inspections or requests are unreasonable.

- 13.5** The Licensee shall disclose to End-Users and Subscribers, in a clear and transparent manner, the purpose for requesting or collecting any information about the End-User or Subscriber and may not use or maintain information about the End-User or Subscriber for any undisclosed purposes.
- 13.6** The Licensee shall take appropriate steps to transfer relevant Personal Data relating to End-Users or Subscribers to an Other Licensee that has been selected by an End-User or Subscriber, as the case may be, to replace the Licensee as the provider of an Electronic Communications Service where necessary to facilitate the change in providers, in accordance with any procedures that may be established by the Authority.

14. CONSUMER PROTECTION

- 14.1** The Licensee shall, in offering to provide, or providing, Electronic Communications Services, publish clear, transparent and up-to-date information regarding its rates, terms and conditions. Publication shall be effected by:
- (a) placing such information on any relevant website operated by the Licensee or, if no such website exists, placing a copy of such information in every major office of the Licensee such that it is readily available for inspection free of charge by members of the general public during normal office hours; and
 - (b) sending a copy of such information or any appropriate parts of it to any Subscriber who requests such information.
- 14.2** The Licensee shall ensure that the standard terms and conditions of any contract between the Licensee and a Residential Subscriber or Small Business Subscriber include the following minimum requirements:
- (a) the identity and address of the Licensee;
 - (b) the services provided, details of the service quality levels offered and the time required to initiate service;
 - (c) the details of maintenance services offered;
 - (d) the means by which up-to-date information on all applicable price lists, tariffs, discounts and maintenance charges may be obtained;
 - (e) the duration of the contract, provided that Subscribers shall have the option of entering into a contract with a fixed term of no more than 12 months on fair and reasonable terms;
 - (f) the conditions, including any charges, for the renewal and termination of services and of the contract;

- (g) compensation and refund arrangements if quality of service levels to which the Licensee has committed are not met;
- (h) the procedures for initiating and resolving disputes in respect of the contract; and
- (i) any other information that may be required by the Authority.

14.3 Subject to any alternative requirements that may be established by the Authority, if the Licensee intends to modify the terms and conditions of a contract with a Residential Subscriber or Small Business Subscriber, the Licensee shall:

- (a) provide the Subscriber with at least one month's notice of its intention detailing the proposed modification; and
- (b) inform the Subscriber of the ability to terminate the contract without penalty if the proposed modification is material or is adverse to the Subscriber;

provided, however, that Condition 14.3(a) shall not apply to proposed modifications that reduce the prices of the Licensee's Electronic Communications Services; and provided further that Condition 14.3(b) shall not, in cases where the Authority so determines, relieve a Subscriber of the obligation to pay specific charges that would otherwise have been due if the Subscriber had not terminated the contract.

14.4 The Licensee shall not render any bill to a Subscriber in respect of the provision of any Electronic Communications Services unless every amount stated in that bill represents and does not exceed the true extent of the service actually provided to the Subscriber. The Licensee shall retain such records as may be necessary for the purpose of establishing the Licensee's compliance with this requirement for at least one year or such other period determined by the Authority.

14.5 The Licensee may only charge a Subscriber for the specific Electronic Communications Services or equipment for which the Subscriber has entered into a valid contract, and the Subscriber shall have no liability to pay for any Electronic Communications Service or equipment that it has not ordered pursuant to a valid contract.

14.6 In the case of Residential Subscribers and Small Business Subscribers who have contracted for Electronic Communications Services for which the Licensee submits bills subsequent to the provision of service, the Licensee shall provide such Subscriber with bills:

- (a) in writing, which may be transmitted electronically if the Subscriber consents;
- (b) on a regular basis no less than monthly;
- (c) in a plain and simple format;
- (d) that provide accurate information about the Electronic Communications Services provided and the amounts due for each Electronic Communications Service; and

- (e) that clearly indicate the method of calculation of prices for any Electronic Communications Service for which bills are based on the duration of calls or other measure of usage.

14.7 The Licensee shall provide Residential Subscribers and Small Business Subscribers, on request, and either at no extra charge or for a reasonable fee, a basic level of itemised billing. The Licensee shall ensure that each itemised bill contains a sufficient level of detail to allow the Subscriber to:

- (a) verify and control the charges incurred by the Subscriber in using the Licensee's Electronic Communications Services; and
- (b) monitor the Subscriber's usage and expenditure and thereby exercise a reasonable degree of control over the Subscriber's bills.

The Licensee shall ensure that calls which are made from a Residential Subscriber's telephone which are free of charge, including calls to distress hotlines, are not included in the Subscriber's itemised bill. The requirements of this Condition shall not apply to Electronic Communications Services provided to Subscribers for a flat monthly or other periodic fee.

14.8 The Licensee shall not be obligated to comply with Condition 14.7 when:

- (a) the Licensee provides Electronic Communications Services to the Subscriber on a pre-paid basis; and
- (b) the Subscriber has an alternative means, free of charge, to monitor the Subscriber's usage and expenditure.

14.9 The Licensee shall, as determined by the Authority, publish up-to-date information regarding the quality of its Electronic Communications Services in a format that may be used by Residential Subscribers and Small Business Subscribers to make industry comparisons.

14.10 Prior to any planned interruption to or suspension of service, the Licensee shall give reasonable advance notice to any Subscriber that will be affected by the interruption or suspension.

14.11 Subject to any General Determinations, including codes of practice, that the Authority may adopt pursuant to Section 26 of the ECA, the Licensee shall establish, publish and thereafter maintain fair and reasonable procedures for the handling of complaints made by Residential Subscribers or Small Business Subscribers in relation to the provision of the Licensee's Electronic Communications Services.

14.12 When a Residential Subscriber or Small Business Subscriber has not paid the Licensee all or part of a bill for the Electronic Communications Services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall:

- (a) be proportionate and not unduly discriminatory;

- (b) give prior warning to the Subscriber of any consequent service interruption or disconnection; and
- (c) except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the Electronic Communications Service concerned, as far as technically feasible.

14.13 The Licensee shall publish the details of measures it may generally take against Residential Subscribers and Small Business Subscribers to effect payment or disconnection in accordance with Condition 14.12 by:

- (a) placing such information on any relevant website operated by the Licensee or, if no such website exists, placing a copy of such information in every major office of the Licensee such that it is readily available for inspection free of charge by members of the general public during normal office hours; and
- (b) sending a copy of such information or any appropriate parts of it to any Subscriber who requests such information.

14.14 The Licensee shall not make or cause to be made any claim or suggestion regarding the availability, price or quality of its Electronic Communications Services or equipment or those of an Other Licensee if the Licensee knows or reasonably ought to know that the statement or claim is false or misleading.

14.15 Subject to any General Determinations, including codes of practice, made by the Authority pursuant to Section 26 of the ECA, the Licensee shall not engage in any Slamming activities and shall obtain each Subscriber's authorization and verification of the authorization prior to executing any change from an Other Licensee to the Licensee. Where the Authority prescribes any form or manner for verification of a Subscriber's authorization for the prevention of Slamming, the Licensee shall maintain records of verification in such a form or manner for a minimum period of 12 months.

14.16 The Licensee shall comply with such other determinations made by the Regulatory Authority to protect the interests of consumers pursuant to Part 5 of the ECA.

15. INFORMATION, AUDITS AND INSPECTION

15.1 In addition to the information required by Section 53 of the RAA, the Licensee shall 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 and ECA, including information regarding the services provided to Users, Other Licensees and Persons with Class Licences, the rates and charges for such services, copies of contracts with Other Licensees, and statistics regarding usage of the Licensee's Electronic Communications Services. The Licensee shall 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.

- 15.2** The Licensee shall 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.
- 15.3** Subject to the provisions of Section 92 of the RAA, the Licensee shall permit the Authority or Persons designated by the Authority to enter the Licensee's premises and shall facilitate access by them to premises used by the Licensee, to conduct an inspection, examination, investigation or audit of the Licensee.
- 15.4** The Licensee shall place a complete copy of this Licence on the Licensee's website or, if no such website exists, in a conspicuous place in the Licensee's principal place of business such that it is readily available for inspection free of charge by members of the general public during normal office hours.

16. MODIFICATION OF THE LICENCE

- 16.1** 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 9(2)(c)(i) of the ECA; and
 - (c) by the Authority following an enforcement proceeding, pursuant to the provisions of Section 93 of the RAA.

17. ENFORCEMENT AND REVOCATION

- 17.1** 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. The Licensee shall participate in good faith in such enforcement proceedings. 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.
- 17.2** The Authority may revoke or terminate this Licence in accordance with the provisions of Section 9(2)(c)(i) of the ECA or Sections 48(5) or 93 of the RAA. If this Licence is revoked, the Licensee shall make reasonable efforts to transition affected Subscribers and Other Licensees to alternative providers of Electronic Communications Service.

18. DISCONTINUATION OF SERVICE; SURRENDER OF LICENCE

- 18.1** The Licensee shall not discontinue the general provision of any Electronic Communications Service unless the Licensee first provides the Authority and affected Subscribers with no less than 60 days advance notice, or such other greater or lesser notice as the Authority may determine, of the discontinuation of service. The Licensee shall make such reasonable efforts as the Authority may require to transition affected Subscribers from the discontinued Electronic Communications Service to a reasonable alternative service provided by either the Licensee or an Other Licensee.
- 18.2** The Licensee may surrender the Licence, with the agreement of the Authority. The Licensee shall 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. If the Authority agrees to the surrender of the Licence, the Licensee shall make such reasonable efforts as the Authority may require to transition affected Subscribers to alternative providers of Electronic Communications Services.

19. ASSIGNMENT

- 19.1** The Licensee shall 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 authorization of the Authority acting with the written consent of the Minister.

20. CHANGE OF CONTROL

- 20.1** The Licensee shall not complete any proposed change in control of the Licensee without first obtaining the prior written authorization of the Authority, acting with the written consent of the Minister.

21. INDEMNIFICATION

- 21.1** The Licensee shall 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 authorized by the Licence. The Authority shall provide the Licensee with notice of any such actions, claims and demands, but the Authority's failure to do so shall not relieve the Licensee of any obligations imposed on the Licensee by this Condition.
- 21.2** The Licensee shall indemnify the Government of Bermuda for the reasonable costs of restoring any Electronic Communications Services used by the Government that are damaged, interrupted or otherwise interfered with, either directly or indirectly, by the Licensee.

22. FORCE MAJEURE; OTHER EVENTS

- 22.1** If the Licensee is prevented from complying with the Licence by acts of God, war, warlike operations, 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 shall 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 such obligations of the Licensee as the Authority concludes the Licensee cannot comply with for as long as the event of force majeure continues.

22.2 In addition to events of force majeure, the Licensee shall 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 such fact or event.

23. NOTICES

23.1 Unless the Authority determines otherwise, notices to the Licensee under the Licence shall be in writing and sent by registered letter to the address shown on the cover page of the Licence to the attention of the Chief Executive Officer.

23.2 Unless the Authority determines otherwise, notices to the Authority under the Licence shall be in writing and sent by registered letter to the Chief Executive of the Authority at the business address of the Authority.