

**Cable Bahamas Ltd.**



***Agreement for the provision of resale cable broadband  
access services to retail customers on the  
network of Cable Bahamas Ltd.***

**FEBRUARY 28, 2018**



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## Main Terms and Conditions

### The Parties

This Agreement is made at Nassau, New Providence, The Commonwealth of The Bahamas, this \_\_\_\_\_ day of \_\_\_\_\_ 2XXX (the “Effective Date”) between:

- **Cable Bahamas Ltd.** a company incorporated under the laws of the Commonwealth of The Bahamas, P.O. Box CB-13050, Nassau, Bahamas (“Cable Bahamas”),
  
- and
  
- *[Operator of (address)]* (“The Reseller”)

which are sometimes collectively referred to as “Parties” or “Operators” and individually as “Party” or “Operator” as will be apparent from the context.

## 1 Definitions and Interpretation

In this Agreement, the following terms and expressions shall have the following meanings unless explicitly mentioned:

“Accredited Service Provider”	either (i) the Reseller; or (ii) any other person who is a party to an agreement with Cable Bahamas under which it receives services substantially similar to the Services
“Agreement”	The present agreement including its annexes
“Applicable Laws”	(i) any applicable statute or proclamation or any delegated or subordinate legislation; (ii) any enforceable community right within the meaning of the Communications Act; (iii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time in the country or any other relevant jurisdiction, (iv) any Regulatory Requirement



“Commercial Launch Date”	The date on which the Reseller executes this Agreement.
“Communications Act”	means Communications Act, 2009
“Confidential Information”	Shall have the meaning given to it in section 22 of this Agreement
“Demarcation Point”	Limit of responsibility between the Network (under the responsibility of Cable Bahamas) and the retail customer in-house wiring and equipment (under the responsibility of the Reseller). This point consists in a secured “grey box” outside the retail customer premise.
“Emergency”	Any event of Force Majeure or any situation which, if not remedied within 24 hours, may cause material detriment to the Services or to the Network of Cable Bahamas.
“Event of Force Majeure”	Shall have the meaning attributed to it in section 20
“Level 1 assistance”	First level of customer assistance encompassing information to retail customers, trouble ticketing and maintenance of the customer in-home installation up to the Demarcation Point.
“Level 2 assistance”	Second level of customer assistance where involvement from Cable Bahamas is required, typically for assistance on issues related to the Network down to the Demarcation Point.
“Monitoring Committee”	Committee composed of members of Cable Bahamas and of the Reseller, in charge of following the provision of the Services
“Network”	The broadband telecommunications system, which Cable Bahamas is authorized to run under the Communications Act.
“Party”	Refers either to Cable Bahamas or to the Reseller as the context requires. The term “Parties” shall mean both Cable Bahamas and the Reseller
“Retail customers”	“Retail customers” means retail residential cable modem customers and retail business cable modem customers.



“Services”	The products or services referred to in Annex 1 (and any additional or substitute products and services either provided by Cable Bahamas as permitted in this Agreement or as agreed between Cable Bahamas and the Reseller).
“Standalone cable broadband products”	Refers to cable broadband products provided to Cable Bahamas to its own retail customers in a standalone way, i.e separated from the provision of any cable TV product.
“Non-discriminatory basis”	Relates, in similar circumstances, to the provision of services to the retail customers of the Reseller’s clients, according to the same technical, operational and performance standards provided by Cable Bahamas to its own retail customers.

The headings shall not affect the interpretation of this Agreement.

The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes each of the Annexes.

## **2 Object**

- (a) This offer is being made by Cable Bahamas to the Reseller in accordance with requirements imposed by URCA. The purpose of this Agreement is to make available to the Reseller wholesale cable broadband Internet access services (“the Services”) for the purpose of enabling the Reseller to resell the Services to its retail customers. In return, Cable Bahamas will receive financial compensation from the Reseller. The Services covered by this Agreement are detailed in section 5 and in Annex 1.
- (b) Cable Bahamas will provide level 2 assistance and support whereas the Reseller is responsible for level 1 assistance and support as defined in section 15 and in Annex 3. The Reseller is solely responsible for the development and management of its offers as well as the commercial relationship with retail customers. A summary of obligations and responsibilities for each Party is presented in section 8.



### **3 Agreement start date and duration**

The Agreement comes into force as of the date of its execution by authorized representatives of both parties, and shall expire two (2) years after the date of execution by both parties. However, the Agreement shall be renewed automatically renewal for successive periods of one (1) year, unless either Party decides to terminate the Agreement and provides the other Party with written notice of its intent at least six (6) months before the end of the running period.

### **4 Agreement documents and precedence of documents**

(a) The Agreement comprises of the following documents:

- The Agreement
- Annexes to the Agreement
- Service Order forms signed by the Parties

(b) The terms and conditions of this Agreement are set out in this Agreement, its Annexes and any other policies, procedures or other documents issued by Cable Bahamas as provided for and in accordance with this Agreement.

(c) In the event of a conflict between the interpretations of the documents comprising this Agreement, the terms and conditions shall be interpreted in the following order of priority unless otherwise specified:

- Clauses of the Agreement
- Annexes to the Agreement
- Any other policies, procedures or other documents issued in accordance with this Agreement.



## **5 Services**

### **5.1 Cable broadband Internet access**

The Services comprise of cable broadband Internet access services for retail customers. The Services are described in more details in Annex 1.

Service prices are listed in Annex 2.

### **5.2 Cable modems**

- (a) The Reseller is responsible for providing cable modems to retail customers.
- (b) To facilitate inventory management, quality assurance, network compatibility and ongoing support, the Reseller should purchase or rent cable modems from Cable Bahamas at prices mentioned in Annex 2 of this Agreement. In that case Cable Bahamas will initially provision and configure the retail customer's cable modem.
- (c) Subject to 5.2. (c), the Reseller may provide cable modems to its retail customers under terms and conditions (sale, rent, etc.), which depend solely on the decision of the Reseller.
- (d) Cable Bahamas will remotely perform network checks and tests on the status of the retail customer's cable modem. Cable Bahamas reserves the right to upgrade customer provided modem firmware in accordance with manufacturer's specifications.
- (e) In the event of a retail customer complaint regarding the cable modem, the Reseller will be solely responsible to ensure that the modem is in a working state using its own cable modem test station.

## **6 Services availability**

- (a) The Service shall be available in those parts of The Bahamas, where Cable Bahamas supplies the services on its fully-digital cable network.





- (b) The Services will not be available in newly built subdivisions, which have never been connected to the Cable Bahamas network.

## **7 Eligibility requirements**

The Services are available to operators with a valid licence to provide, *inter alia*, public Internet access services in The Bahamas in accordance with the Communications Act and the Reseller shall be the legal entity that holds the licence or, if a class licence, a legal entity organized under the laws of The Bahamas

## **8 Responsibilities and obligations**

The table below illustrates the scope of responsibilities and obligations between Cable Bahamas and the Reseller.



	<b>Cable Bahamas</b>	<b>Reseller</b>
<b>Project management (for the provision of resale broadband services)</b>		
Project set-up and monitoring	✓	
Coordination and organization of progress meetings	✓	
IT specifications	✓	
<b>Relationship with retail customer</b>		
Definition of retail offer		✓
Distribution of retail offer		✓
Management of subscription process with the retail customer (creation, modification, suspension, termination)		✓
Invoicing and management of the commercial relationship		✓
<b>Retail customer connection</b>		
Field work and connection of retail customer's property to the Network (from Demarcation Point to the Network)	✓	
In-house wiring (from Demarcation Point to the retail customer socket) installation and maintenance	✓	
<b>Assistance and support</b>		
Level 1 assistance and customer care		✓
Level 2 assistance <sup>1</sup> and interventions on the network	✓	
Intervention in retail customer's premise		✓
Service testing	✓	✓
Monitoring	✓	
<b>Cable modems</b>		
Modem selection and purchase (within the choice offered by Cable Bahamas)		✓
Logistics and provision of modem to the retail customer	✓	
Modem testing in case of customer complaint		✓

*Figure 1: Summary of obligations and responsibilities*

<sup>1</sup> Level 2 assistance is never in direct contact with the retail customer



## **9 Maintenance**

- (a) Cable Bahamas shall be entitled at any time to improve, modify, suspend, test, maintain or repair the Network (or any part thereof), the Services provided to the Reseller and any other services offered by it in relation thereto, and to interrupt the Network or the Services or any other such services for such purposes without incurring any liability or obligation to the Reseller or the Reseller's retail customers provided that Cable Bahamas treats the Reseller on a non-discriminatory basis, fairly and on a par with other Accredited Service Providers.
- (b) Cable Bahamas can stop the provision of the Services in the case of a threat to the viability or security of its network operations or safety or in the case of technical intervention or maintenance work by Cable Bahamas on its network.
- (c) In the event of a preventive and/or planned technical intervention and/or maintenance work requiring a service interruption, Cable Bahamas will inform the Reseller as soon as possible prior to the service interruption and on a non-discriminatory basis, fairly and on a par with other Accredited Service Providers.
- (d) Cable Bahamas shall be entitled to interrupt the Network or the Services at any time without notice in cases of Emergency but Cable Bahamas will use reasonable efforts to ensure the restoration of the Network or Services as promptly as possible.

## **10 Connection of the retail customer**

- (a) The Parties acknowledge that there are three prerequisites before Cable Bahamas can provide the Services to a retail customer of the Reseller:
  - i. the property of the retail customer must be connected to the Network, at the Network Demarcation Point
  - ii. there must exist a proper internal wiring within the retail customer property from the Network Demarcation Point to a retail customer socket.
  - iii. the retail customer must be provided with a cable modem, properly connected to the retail customer socket and configured on Cable Bahamas provisioning system.



- (b) The Reseller can face the following situations for the connection of the property of the retail customer to the Network:
- i. Category A – the property is or has already been connected to the Network in the past;
  - ii. Category B – despite being within the Cable Bahamas network area, the property is not in a new subdivision and has never been connected to Cable Bahamas’ network;
  - iii. Category C – the property is located in a new subdivision within the Cable Bahamas network area, or is outside the Cable Bahamas network area
- (c) As part of the pre-ordering process, the Reseller will need to ascertain whether a property falls under the Category A, Category B or Category C.
- (d) In order for Cable Bahamas to provide the Services to a retail customer of the Reseller falling in the Category A, the Reseller must ensure that there is proper internal wiring within the retail customer’s property (from the Demarcation Point to a retail customer socket) and that the retail customer is provided with a cable modem, properly connected to the customer socket.
- (e) In order to provide the Services to a retail customer of the Reseller falling in Category B, Cable Bahamas will carry out field work charged to the Reseller as per conditions detailed in Annex A. Cable Bahamas will install network equipment (“grey box”) at the Network Demarcation Point outside the customer property. Cable Bahamas will have the responsibility to set-up proper wiring within the retail customer’s property (from the Demarcation Point to the retail customer socket). The Reseller will provide the retail customer with a cable modem, properly connected to the customer socket.
- (f) For retail customers of the Reseller falling into Category C, the Services shall not be available and Cable Bahamas will have no obligation to provide the Services of the Reseller for any retail customers falling into Category C.



## **11 Uses of the Services and obligations of the Reseller and Cable Bahamas**

### **11.1 Uses of the Services**

- (a) The Reseller is the recipient of the Services provided by Cable Bahamas, which the Reseller may use in order to offer retail broadband Internet access to end-users.
- (b) Cable Bahamas is not responsible for the use of the retail services by the Reseller's retail customers and has no contractual relationship with such retail customer express or implied.
- (c) As such Cable Bahamas is not responsible for any illegal, abusive or fraudulent use of the Services or for the content of the information, messages, data and communications exchanged through the use of the Services. The Reseller shall be solely responsible for the activities of its retail customers and shall indemnify and hold Cable Bahamas harmless for any liability relating to same.
- (d) By signing this Agreement, the Reseller acknowledges the characteristics and limitations of the Internet and confirms it understands the nature of the Internet network, the world wide web and in particular its technical performance, response time to consult, request or send information, the technical nature of the Internet network, the route followed by the packets at a given time, the saturation or non-availability of a segment of the network, etc.

The Reseller shall be solely responsible for the pricing and commercial policy that applies to its retail customers.

- (e) The Reseller hereby assumes full and complete responsibility towards its retail customers for the services it provides to such customers as part of its contract with them. The Reseller may not hold Cable Bahamas responsible or seek any indemnity in the case of a legal or regulatory action brought by a retail customer of the Reseller, nor may a retail customer of the Reseller seek legal or administrative redress against Cable Bahamas arising out the intentional or negligent acts or breach of contract by the Reseller.



## **11.2 Obligations of the Reseller and of Cable Bahamas**

The Reseller and Cable Bahamas shall each be responsible for complying with all applicable laws and regulations in force, in particular with the Communications Act. Each Party commits to take the whatever measures are necessary to allow the other Party to respect its legal and regulatory obligations, or the obligations to which it has submitted under this Agreement or the licence granted to it under the Communications Act.

## **11.3 Retail customers of the services**

The Services are designed to be used exclusively by retail cable customers. The Reseller also commits to include in its general terms and conditions specific clauses restricting the use of the retail residential Services to a strictly domestic usage, as well as clauses providing for the termination of the retail contract in case the retail customer does not respect this clause.

## **11.4 Minimum service duration**

For every retail customer line opened by the Reseller, the minimum duration of the Services provided by Cable Bahamas to the Reseller shall be one year.

# **12 Non-discrimination**

Cable Bahamas commits to treat Reseller on a non-discriminatory basis, fairly and on a par with other Accredited Service Providers and its own retail customers.

# **13 Financial conditions**

## **13.1 Service charges**

Service charges are detailed in Annex 3. They include the following elements:

- i. One-off charges per retail customers connected



- ii. Recurring charges based on a Retail Minus principle
- iii. Installation cost
- iv. Cable modem purchase costs, if applicable

### 13.2 Service charges review

- (a) The parties shall conduct an annual pricing review on each anniversary of the Commercial Launch Date. The pricing review will be discussed during a meeting of the Monitoring Committee.
- (b) Either party may also initiate a pricing review, no more frequently than once per calendar quarter, in the following circumstances:
  - (i) In the case of the Reseller: if there is a reduction in the primary, non-promotional, non-short term, retail price plans of Cable Bahamas selected in the Retail Minus determination, as set in Annex 3;
  - (ii) In the case of Cable Bahamas: if there is an increase in the cost of providing the Service as a result of third-party price increases or regulatory requirements and/or if Cable Bahamas believes that the Retail Minus calculation results in tariffs below Cable Bahamas' production cost for the corresponding retail service;
- (c) For the avoidance of doubt, production costs shall exclude any costs relating to or incurred in marketing, sales, commissions, customer services, billing, debt collection etc. normally being part of the cost calculations for the corresponding retail price provided to Cable Bahamas' retail customers. Further the production costs shall be the average national costs rather than regional costs for the provision of the services to Cable Bahamas' customers.
- (d) During any price review, the Parties shall negotiate a change in the charges in good faith (each Party acting reasonably and not causing an unreasonable delay in reaching such agreement).
- (e) If the Parties fail to agree a change in the service charges within 30 days of first meeting to discuss a price review, then the discussion will be escalated to the management of both Parties. Any change in the service charges shall be applied to take effect from the date agreed.
- (f) If the parties are unable to agree a price review then either party may terminate this Agreement upon 6 months' notice in accordance with termination provisions.



### 13.3 Invoicing

- (a) Cable Bahamas will invoice the Reseller for the installation cost, upon final signature of the Agreement.
- (b) Cable Bahamas will invoice the Reseller for service charges on a monthly basis, and will detail all the charges included. Charges will be labeled in Bahamian dollars.
- (c) The invoice will include:
  - (i) The charges corresponding to the monthly fees for the month ahead for all customers connected at the end of the previous month;
  - (ii) The charges corresponding to the one-off fees during the previous month. These fees may include customer connection fees (including field work, when applicable), customer disconnection fees (when applicable), and other fees, as shown in Annex 2;
  - (iii) The charges corresponding to the monthly fees for the customers connected during the past month calculated on a pro rata basis of the number of days since connection;
  - (iv) A refund of the monthly fees for the customers disconnected in the previous month, calculated on a pro rata basis of the number of days since disconnection; and
  - (v) The cable modems costs related to the modems purchased or rented from Cable Bahamas in the previous month (if any);
- (d) With regard to Services for which a minimal duration has been set, and for each request for termination of a modem line before the end of the term (in particular during the minimal initial period of one year), the Reseller shall pay Cable Bahamas the monthly fees corresponding to the remaining time within the minimal duration. The Reseller shall however be exempted from paying the remaining fees provided that the suspension is due to reasons recognized by the law. The Reseller shall submit all the necessary justification documents together with its exemption request.

### 13.4 Payment

- (a) Invoices will be due for payment by the Reseller within a 20-day period upon receiving the invoice.





- (b) The Reseller accepts that the usage, invoicing, performance and more generally any reporting related to the use of the Services will be calculated with the reporting systems of Cable Bahamas and on the basis of the data recorded by Cable Bahamas.
- (c) During a period of three (3) months after the issuing date of the invoice, Cable Bahamas will make available on request to the Reseller all the supporting data for the invoice.
- (d) In case of a discrepancy between the data reported by the Reseller and the data invoiced by Cable Bahamas, the Reseller will notify Cable Bahamas in writing of its disagreement duly justified, within a 15-day period after the issuing date of the invoice. Failure to do so would lead to de facto acceptance of the invoice.
- (e) Upon receiving the disagreement notification, Cable Bahamas shall indicate in writing to the Reseller whether it accepts or rejects the disagreement notification, and shall justify its decision. If Cable Bahamas rejects the disagreement notification, the amount invoiced by Cable Bahamas will be due for payment upon reception by the Reseller of the reject decision of Cable Bahamas. If the disagreement persists, either Party can refer to the Monitoring Committee, which shall resolve the disagreement within a period of 45 days.
- (f) Late fees are specified in Annex 2.

## **14 Service modification**

In the event of a change to the legal and regulatory framework, a court decision, or a change to a contract affecting one of the Parties, the present Agreement will be amended. The procedure for implementing changes to the Agreement will be discussed and decided as part of the Monitoring Committee.

## **15 Fault and change management**

The maintenance and fault management processes are detailed in annex 4.



## **16 Monitoring Committee**

### **16.1 Establishment of a Monitoring Committee**

- (a) Cable Bahamas and the Reseller will establish a Monitoring Committee, in charge of following the provision of the Services. Each Party will incur its own costs relative to the participation on the Monitoring Committee.
- (b) The Monitoring Committee can meet upon request of any Party – and communicate a meeting agenda giving seven (7) days notice. The Monitoring Committee will be comprised of four (4) members, equally split between staff from Cable Bahamas and from the Reseller, of which a programme director for Cable Bahamas and a programme director for the Reseller. Any decision will have to be voted unanimously by the members of the Monitoring Committee. Should a decision imply a change to the Agreement, it will have to be validated by legal representatives of both Parties as part of an amendment to the Agreement.
- (c) Minutes for the meeting will be documented and validated by both Parties within a week after the meeting.

### **16.2 Role and activities**

- (a) The Monitoring Committee is a collaborative authority in charge of following the provision and use of The Services, as well as planning the evolution of the Services and the network. The Committee meets to make decisions with regard to the following:
  - (i) Service exploitation
    - i. Sales forecasts by the Reseller, by offer type and geography
    - ii. Discussion of any action that should be taken to manage fraudulent, illegal and abusive use of the Services
  - (ii) Service evolution
    - i. Service evolution (new technology, new functionality, new equipment)
    - ii. Evolution of IT systems
  - (iii) Amicable settlement of dispute



- (b) In the event members of the Monitoring Committee do not reach an agreement, the Parties will organize negotiation meetings with their Management within thirty (30) days after the date of the Committee meeting where a disagreement will have been noted.

## **17 Suspension**

- (a) Cable Bahamas shall be entitled to suspend any retail customer line if:
- (i) the retail customer line causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of Cable Bahamas or any other person) including but not limited to causing damage, interfering with or causing deterioration to the operation of the Cable Bahamas network.
- (b) All retail services provided to its retail customer by the Reseller via the Services covered by this Agreement will be affected as a result of suspension of the Service.
- (c) Either Party (the “Suspending Party”) shall be entitled to suspend this Agreement by providing notice to the other Party if:
- (i) the other Party’s network adversely affects the normal operation of the Suspending Party’s network, or is a threat to any person’s safety;
  - (ii) the other Party’s network or the supply of the Services to the other Party may pose an imminent threat to life or the property of the Suspending Party;
  - (iii) the other Party’s network causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of the Suspending Party or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the Suspending Party’s network;
  - (iv) the other Party is in material breach of this Agreement, (including, but not limited to failure to pay any sum, whether in respect of the Services, for which the Reseller has been invoiced or billed or requested to make any payment in respect thereof), the Suspending Party has given seven (7) days' notice of such breach and the other Party has failed to rectify such breach within that time;
  - (v) compliance with legal or regulatory obligations requires immediate action;
  - (vi) continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property; or
  - (vii) any material information provided or representation made by the other Party to the Suspending Party is untrue, false, misleading or inaccurate and has an



adverse material impact on the Suspending Party in relation to its provision of the Services under this Agreement.

(c) In addition, Cable Bahamas shall be entitled to suspend this Agreement:

- (i) If the Reseller attempted to use, is likely to use, or has used the Services (whether with or without the authorization and/or permission of Cable Bahamas) in contravention of the law, rules or regulations and Cable Bahamas has the necessary confirmation from the relevant authority that the Reseller is in contravention of the law, rules or regulations and furthermore that the Reseller failed to cease such contravention within seven (7) days' notice of the same by Cable Bahamas;
- (ii) If it is proven that the Reseller intentionally offers the Retail Residential Service to non-residential customers, or if the Reseller does not cancel the Retail Residential Service used by non-residential customers after repeated requests from Cable Bahamas.

(d) With respect to contravention of any laws as noted in this clause above, the Suspending Party will notify URCA and request URCA's written approval of such suspension. Under this clause, suspension rights shall not be exercised without URCA's prior written approval unless:

- (i) Imminent or immediate threats to life or property exist; or
- (ii) compliance with other legal or regulatory obligations require immediate action, in which case the Suspending Party shall be entitled to immediately suspend the operation of this Agreement.

(e) Suspension of Service does not affect the Reseller's obligation to pay any amount owed to Cable Bahamas.

(f) Cable Bahamas must restore the Service, without undue delay, where the grounds for suspension of the Service no longer exist or a payment or deferred payment agreement has been negotiated. Reconnection charges may apply.

(g) If this Agreement is suspended for more than sixty (60) days, the Suspending Party shall be entitled to terminate this Agreement with immediate effect by giving the other Party written notice. On giving such notice, all financial obligations will become immediately due and payable.



## **18 Termination**

- (a) Either Party (the “Terminating Party”) shall be entitled to terminate this Agreement by providing notice to the other Party if:
- (i) the other Party is in material breach of this Agreement and the Terminating Party has given seven (7) days notice of such breach and the other Party has failed to rectify such breach within that time;
  - (ii) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed etc;
  - (iii) continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property; or
  - (iv) the Parties are unable to agree on the variation of this Agreement and the Terminating Party has given the other Party not less than six (6) months’ notice of its intention to terminate this Agreement.
- (b) In addition, Cable Bahamas shall be entitled to terminate this Agreement where:
- (i) the Reseller attempted to use, is likely to use, or has used or resold the Services (whether with or without the authorization and/or permission of Cable Bahamas) in contravention of any law, rules or regulations; or
  - (ii) any material information provided or representation made by the Reseller to Cable Bahamas is untrue, false, misleading or inaccurate and has an adverse material impact on Cable Bahamas in relation to its supply of the Services under this Agreement.
- (c) Prior to terminating this Agreement, the Terminating Party will notify URCA that it proposes to terminate this Agreement and request URCA’s written acknowledgement of such termination. Termination rights shall not be exercised without URCA’s acknowledgement, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party shall be entitled to immediately terminate the operation of this Agreement.
- (d) Termination of Service does not affect the Reseller’s obligation to pay any amount owed to Cable Bahamas.



## **19 Force majeure**

- (a) Non-performance by either Party of its obligations pursuant to this Agreement or delay in performing same shall not constitute a breach of the Agreement if and for as long as it is due to a force majeure event, including, but not limited to, government action or requirement of regulatory authority, lock-outs, strikes, shortage of transportation, war, rebellion or other military action, fire, floods, hurricanes, natural catastrophes or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than three (3) months, either Party shall have the right to terminate this Agreement with immediate effect by written notice.
- (b) If the affected Party fails to inform the other Party of the occurrence of a force event, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfillment. This obligation does not apply if the force majeure event is known by both Parties or the affected Party is unable to inform the other Party due to the force majeure event.
- (c) The Reseller shall not be obliged to pay the charges relating to Services which are not being supplied as a result of an Event of Force Majeure (where the Reseller is the affected party) in respect of the period during which such Services are not supplied.

## **20 Intellectual property**

- (a) Neither Party shall use the logos, trademarks, patents, copyrights, and/or trademarks or any other intellectual property rights belonging to the other Party without the specific prior written consent of the other Party. No ownership to a Party's intellectual property rights shall be transferred to the other Party under this Agreement.
- (b) Notwithstanding anything in this Agreement to the contrary, the Reseller shall however be entitled to refer to CBL as a provider of cable infrastructure to the Reseller



in fact-related communication, the Reseller may however not use CBL logos, CBL trademarks and any CBL brands.

## **21 Confidentiality**

- (a) For the period commencing on the Commercial Launch Date and ending two years from the termination or expiry of this Agreement, each Party agrees:
  - (i) to keep confidential all the Confidential Information of the other Party and not to disclose it to any third party;
  - (ii) to allow access to the other Party's Confidential Information only to those of its staff, subcontractors or Third Party Providers that need access to that information for the provision of the Services; and
  - (iii) not to use the Confidential Information of the other Party for any purpose other than to comply with its obligations or exercise its rights set out in this Agreement.
  
- (b) For the purposes of this clause, Confidential Information includes all information:
  - (i) that is of a confidential, non-public or proprietary nature belonging to one Party (or persons who have made it available to that Party on a confidential basis) that is disclosed to or obtained by the other Party pursuant to this Agreement; and/or
  - (ii) any information disclosed by one Party to the other in circumstances giving rise to an obligation of confidence, whether or not that information is marked confidential.
  
- (c) Such Confidential Information may include, without limitation, data relating to Subscribers, marketing, sales and financial information, business plans and strategies, details of customers and suppliers and technical information.
  
- (d) The confidentiality obligation will not apply to a Party in respect of any information that becomes public through no fault of that Party or where the other Party authorizes the disclosure or where disclosure is required by law or the rules of any regulatory authority.
  
- (e) On termination or expiry of this Agreement, each party will deliver up to the other Party all Confidential Information of the other Party and copies thereof on demand except that both Parties may retain one copy of this Agreement and except as required by a Party to comply with applicable legal or regulatory requirements.



## **22 Client base**

- (a) Cable Bahamas acknowledges that the Reseller is receiving the Services for the purpose of providing services to retail customers of the Reseller comprising or derived from the Services. The Parties acknowledge and agree that there shall be no contractual relationship between Cable Bahamas and any Reseller's retail customers.
- (b) Where Cable Bahamas changes the standard terms upon which it supplies services to its own retail customers, Cable Bahamas may make equivalent changes to the terms and conditions of this resale offer, provided that Cable Bahamas shall provide the Reseller with one (1) month prior written notice of any such change.

## **23 Insurance**

- (a) The Reseller must during the term of this Agreement have insurance cover from a reputable insurer for all the risks related to the Agreement. This should include public and product liability insurance providing coverage for all damages the Reseller could cause to Cable Bahamas, its network, its systems, its personnel as well as third parties.
- (b) The Reseller must on request by Cable Bahamas from time to time, but no more than once in any year, promptly provide Cable Bahamas with an insurance certificate in respect of the policies listed in the present clause.

## **24 LIMITATION OF LIABILITY AND WARRANTY**

- (a) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT CABLE BAHAMAS IS NOT THE MANUFACTURER OF THE CABLE MODEM AND THAT CABLE BAHAMAS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES DIRECT OR INDIRECT EXPRESS OR IMPLIED, WRITTEN OR ORAL IN CONNECTION WITH THE CABLE MODEM (WHETHER PURCHASED OR LEASED FROM CABLE BAHAMAS) INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CABLE BAHAMAS TO THE EXTENT PERMITTED BY LAW ASSIGNS TO THE CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO THE CABLE





MODEM AND THE CUSTOMER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

- (b) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THEIR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE CABLE MODEM OR SOFTWARE INCLUDING MANUFACTURE OR DESIGN SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT CABLE BAHAMAS ITS DIRECTORS, OFFICERS EMPLOYEES, AGENTS, SERVANTS, SUBSIDIARIES OR AFFILIATES SHALL HAVE NO LIABILITY IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT PROVIDED HEREUNDER WITHOUT LIMITING THE ABOVE, CABLE BAHAMAS ITS DIRECTORS OFFICERS EMPLOYEES AGENTS SERVANTS SUBSIDIARIES OR AFFILIATES SHALL HAVE NO LIABILITY OR OBLIGATION TO THE CUSTOMER IN EITHER CONTRACT OR FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY THE CUSTOMER OR CUSTOMER'S CLIENTS SUCH AS BUT NOT LIMITED TO CLAIMS FOR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH LOSS OF USE, LOSS OF ANTICIPATED PROFITS OR OTHER INCIDENTAL TO OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO THE CABLE MODEM OR ANY OTHER EQUIPMENT DESCRIBED HEREUNDER WHETHER OR NOT FROM OR RELATED TO THE CABLE MODEM OR ANY EQUIPMENT DESCRIBED HEREUNDER WHETHER OR NOT CAUSED BY CABLE BAHAMAS' NEGLIGENCE TO THE FILL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT PURCHASED OR LEASE BY THE UNDERSIGNED FROM CABLE BAHAMAS.
- (c) Notwithstanding the above, Cable Bahamas will undertake on its own initiative and at its own expense to replace any cable modem purchased from it within 60 days of the date of installation of the cable modem if a material defect is discovered other than defect caused by the negligence of the customer or the customer's client.

## **25 Customer Data and Privacy.**

- (a) Reseller acknowledges that Cable Bahamas, its Affiliates and their respective agents will, by virtue of the provision of the Services, come into possession of information regarding Reseller, its employees and users ("Customer Data"), including personal and/or private information, voice and data transmissions and the originating and destination numbers and IP addresses, date, time, duration, and other data necessary for the establishment, billing or maintenance of such transmissions. Cable Bahamas will implement appropriate technical and organizational measures to protect Customer Data whose use, processing or transfer is regulated by law or regulation as



“personal data” (“Regulated Customer Data”) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing. Reseller has a right to access Regulated Customer Data that is in the possession of Cable Bahamas, its Affiliates or their respective agents, on written notice, and to have any agreed errors in such Regulated Customer Data rectified.

- (b) Reseller acknowledges and agrees that Cable Bahamas and its Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Cable Bahamas or its Affiliates for the purpose of providing Service; administration, provisioning, billing and reconciliation, verification of Customer identity, solvency and creditworthiness, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, and market and customer use analysis; and (c) to communicate to Reseller by voice, letter, fax, or E-mail regarding the Services. Reseller may withdraw consent for such use, processing or transfer of Customer Data as set out above by sending written notice to Cable Bahamas in the prescribed form, available from Cable Bahamas on request, except as it is required to (i) provision, manage, account or bill for the Service; (ii) carry out fraud detection; or (iii) comply with any statutory or regulatory requirement or the order of a court or other public authority.
- (c) Reseller warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including subjects of Customer Data) for the use, processing and transfer of Customer Data as described in this Section.

## **26 Content Disclaimer**

Cable Bahamas has no control over, or responsibility for, information or other content that Reseller or Reseller’s users may access or receive from third parties via the Internet or otherwise through the use of the Services. Cable Bahamas exercises no control over and accepts no responsibility for the content of the information passing through the Network, Reseller Equipment, Service Equipment, or a Service. Cable Bahamas specifically denies any responsibility for the accuracy or quality of information obtained through the Network, Reseller Equipment, Service Equipment, or a Service. Use of any information obtained via the Network, Reseller Equipment, Service Equipment, or a Service is at Reseller’s own risk.



## **27 Liability of The Parties**

NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, SAVINGS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, RELATED PRODUCTS, OR DOCUMENTATION, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

## **28 Indemnity**

- (a) Reseller agrees to indemnify, defend and hold harmless Cable Bahamas, its affiliates, and their respective directors, officers, shareholders, employees, representatives, agents, subcontractors, and assigns from and against any and all liability to third parties (including, but not limited to, liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) relating to (i) a breach by Reseller of Reseller's obligations under this Agreement, including, but not limited to, Reseller's violation of the permitted uses of these Services; (ii) the acts, errors, representations, misrepresentations, willful misconduct or negligence of Reseller, its employees, or agents; (iii) violation by Reseller of a third party's marks or other rights in connection with its performance hereunder; (iv) any claim arising out of or resulting from Reseller's or an affiliate of Reseller's unauthorized use of Cable Bahamas' marks or advertising claims made in connection therewith; or (v) the unauthorized use of, or access to, any Service or Cable Bahamas' network by any person using Reseller's systems or network.
  
- (b) Cable Bahamas' right to indemnification as provided herein is conditioned upon: (i) it seeking indemnification giving the other party prompt notice of any claim or litigation for which indemnification is sought, and (ii) cooperating fully with the indemnifying party in the defence, settlement or other disposition of such claim or litigation. The indemnifying party shall have the right to control the defence of any or all claims or litigation to which it indemnity applies; provided, however, the indemnifying party shall no right to settle ay claim or litigation in a manner detrimental to the indemnified party without the prior written consent of the indemnified party, such consent not to be unreasonably withheld or delayed. The indemnified party shall have the right, but not the obligation to join in the defence of such claims or litigation and to be represented by its own counsel, at its own expense.



## **29 Corporate Authority**

Both parties each represents and warrants to the other that it has the requisite corporate authority to enter into this Agreement and perform all of the obligations hereunder.

## **30 Assignment**

The parties shall not be entitled to assign or sub-license its rights or obligations under this Agreement to any third party without the prior written consent of other party, such consent not to be unreasonably withheld; provided, however, upon sixty (60) days prior written notice to the Reseller, Cable Bahamas may assign this Agreement without the other party's consent to an entity which, as of the date of this Agreement, controls, is controlled by, or is under common control with Cable Bahamas. Notwithstanding the above, any permitted assignee must assume in writing all of the obligations of the Cable Bahamas. Any purported assignment in violation of this subsection shall be null and void.

## **31 Severability**

The invalidity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

## **32 Extent of Agreement**

This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings between them, whether written or oral, relating to the subject matter hereof. This Agreement cannot be amended except by a writing executed by all parties.



### **33 No Agency**

The parties are neither partners nor joint venturers hereunder, and neither party is authorized to act as an agent for, or legal representative of, the other party. Neither party has the authority to create any obligation on behalf of, in the name of, or binding upon the other party.

### **34 No Third-Party Beneficiaries**

This Agreement is made solely for the benefit of Cable Bahamas and Reseller, and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies on any third parties.

### **35 Use of Subcontractors/Affiliates**

Without releasing it from any of its obligations under this Agreement, Cable Bahamas is entitled at any time, and without notice, to utilize the services of one or more of its affiliates or subcontractors in connection with the performance of its obligations under this Agreement.

### **36 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but together shall constitute one instrument.

### **37 Governing Law**

This Agreement and all collateral matters shall be governed by and construed in accordance with the laws of The Bahamas and the Parties hereby submit to the exclusive jurisdiction of the country courts.



## **38 NOTICES**

All notices, consents, waivers or other communications given or required under this Agreement shall be in writing, directed to the respective addresses of Cable Bahamas and the Reseller set forth below or at the most current address as may be supplied by such party to the other for notice.

If to Cable Bahamas:

*Cable Bahamas Ltd.*

Robinson Road

at Marathon

Nassau, Bahamas

Attn:

Facsimile: 242-356-8985

Telephone: 242-677-8519

e-mail:

If to the \_\_\_\_\_ :

The

P.O. Box

Nassau, Bahamas

Attn: President

Telephone:

Facsimile:

Notices shall be deemed to have been received as follows: (i) when delivered, if delivered in person; (ii) on the first business day during which a legible electronic transmission of the notice was completely received prior to 5:00 p.m. EST, if sent by facsimile or electronic transmission; (iii) one (1) day after mailing, if sent by courier; and (d) three (3) days after mailing, if sent by first class mail, postage prepaid.



IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day of .

CABLE BAHAMAS LTD

THE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE:

TITLE:

## **Annex 1 – Service description**

Cable Bahamas provides the Reseller with a resale of cable modem broadband Internet access services for the purpose of providing Internet access services to the residential or non-residential retail cable customers as indicated in the table below.

The Internet access services provided by Cable Bahamas to the Reseller have the following specifications:

- (i) The services are based on specifications of DOCSIS3.0 or above
- (ii) The services offer the following speeds:

<b>CBL Retail Service</b>	<b>Downlink Speed [Mbps]</b>
Charge	20
Boost	30
Velocity	50
Extreme	70
PRO	10

*Figure 1.1: Available speeds*

### **1 Ancillary services**

The following ancillary retail services are not included in this offer

- (i) Web portal access
- (ii) Access to POP, IMAP and SMTP email servers
- (iii) Access to NNTP news servers
- (iv) Security options for protection against viruses, worms, Trojan, Rootkits, spyware, Phishing
- (v) Parental control
- (vi) Wireless routers/ devices

If the Reseller wishes to provide such ancillary services to its retail customers, the Reseller will need to provision and operate such services on the basis of the Internet connectivity, as they will not be provided by Cable Bahamas.



## 2 General architecture

The exhibit below presents an illustration of the architecture of the resale product provided.

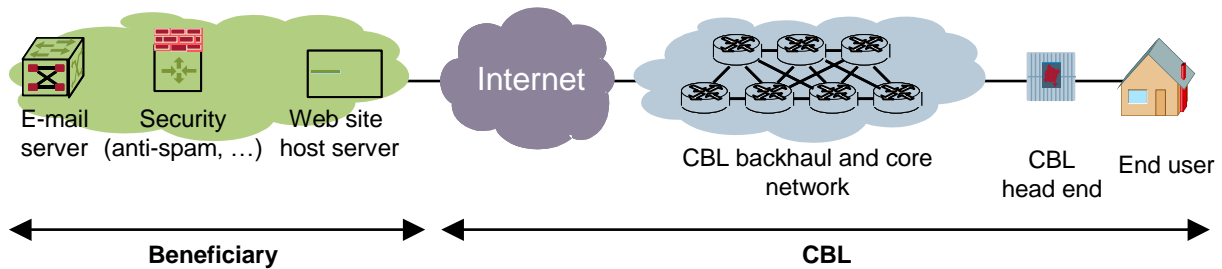


Figure 1.2: High level architecture of resale product [Source: Analysys Mason]

The Reseller may request an interconnection with CBL network, so as to forward traffic from/to the Reseller’s retail customers (e.g. e-mail traffic) on a direct route. This interconnection will be at prices and conditions, which shall be negotiated outside this Agreement.



## Annex 2 – Service charges

### 1 Introduction

This annex covers the various service charges related to the provision by Cable Bahamas of resale broadband services to the Reseller. These service charges include the following cost elements:

- (i) One-off charges by retail customer connected;
- (ii) Recurring charges based on a Retail Minus principle;
- (iii) Installation costs;
- (iv) Cable modem purchase or rental costs (for cable modems obtained directly from Cable Bahamas) if any.

### 2 One-off charges by retail customer connected

The table below presents the charges associated with the connection of a customer, as well as the charges associated with a repair intervention at the customer property.

Item	Charge (\$)	
	Res.	Comm.
Signal activation fee (first outlet)	\$ 40	\$ 50
Reconnection fee (as per Section 18)	\$30	\$40
Customer Deposit	\$100	\$150
Installation (additional outlets)	\$20	\$20
Service drop conduit after 50'	\$2.50 per 10' length	\$2.50 per 10' length

*Figure 2.1: Installation & repair charges*



Item	Charge (\$)
Field survey	\$20/hr
Distribution cable installation & construction labor	\$10 per foot
Trenching	\$7 per foot
Conduit	\$2.50 per foot
Labour for construction	\$55 per hour
Installation of network drop	\$150 per drop
Re-design of existing tap	\$150 per tap

Figure 2.2: Typical unit costs for field work

Charges related to aerial field work are not listed as they vary widely depending on the distance. Additional costs may apply for installation beyond existing plant infrastructure.

### 3 Recurring charges and per usage charges: Retail Minus principle

- (a) The calculation of the Tariffs imposed for the recurring charges and per usage charges of each service under this Agreement are based on a “Retail Minus” principle. This retail minus is applied to the tariffs of the standalone cable broadband products provided by Cable Bahamas to its own retail customers. These tariffs correspond to monthly fees per user, based on the service speed of the user.
- (b) Such tariffs for any subsequent term shall be based on the charges existing as at the previous calendar quarter prior to the anniversary of the Commercial Launch Date.
- (c) The “Retail” tariff shall be determined based on the base monthly tariff – excluding promotion or special discount – from the middle month of the calendar.
- (d) A retail minus of 22% shall be applied to the selected tariffs.
- (e) In the event that Cable Bahamas believes that the Retail Minus calculation results in service charges below Cable Bahamas’ production cost for the corresponding retail service offered to its customers, the Parties shall negotiate in good faith to agree revised tariffs at the highest of either the price corresponding to the application of the



Retail Minus to the “Retail” tariff offered by Cable Bahamas to its customers or Cable Bahamas’ production cost for the service in question. For the avoidance of doubt, production costs shall exclude any costs relating to or incurred in marketing, sales, commissions, customer services, billing, debt collection etc. normally being part of the cost calculations for the corresponding retail price provided to Cable Bahamas’ retail customers. Further the production costs shall be the average national costs rather than regional costs for the provision of the services to Cable Bahamas’ customers.

Current Retail Tariffs are as follows:

<b>Retail Service</b>	<b>Price [in \$]</b>	<b>MBPS Down</b>	<b>Cost [\$/MB]</b>
Charge	49.50	20	2.48
Boost	71.50	30	2.38
Velocity	90.50	50	1.81
Extreme	124.75	70	1.78
PRO	139.95	10	14.00

Applying the 22% retail minus discount, monthly wholesale charges are as follows:

<b>WS Pricing</b>	<b>Price [in \$]</b>	<b>MBPS Down</b>	<b>Cost [\$/MB]</b>
Charge	38.61	20	1.93
Boost	55.77	30	1.86
Velocity	70.59	50	1.41
Extreme	97.305	70	1.39
PRO	109.161	10	10.92

#### 4 Cable modem prices

The current price of the cable modem purchased or rented directly from Cable Bahamas is listed in Figure 2.3.



Item	Charge (\$)
Cable Modem (Purchase)	\$99
Cable Modem (Rental)	\$5/ month

*Figure 2.3: Cable modem price*

## 5 Implementation cost

The Reseller shall pay Cable Bahamas a one-off implementation fee of \$30,000.

## 6. Billing

Billing for each retail line shall commence at least five (5) days after installation of service unless provided otherwise. If the installation falls after the first day of a calendar month, the charges for the first month's invoice will be calculated as: the number of days from the installation to the end of the calendar month divided by 30, multiplied by the Monthly Recurring Charges, plus any Non-recurring Charges, if applicable. Reseller shall pay Cable Bahamas for the Services, including any termination charges, within thirty (30) days after the date of Cable Bahamas' invoice (the "Due Date"). Payments may be made to the account specified in Cable Bahamas' invoice or by Pre-authorized Cheques. Reseller shall make payment without deduction for any banking charge or fee. In the event Reseller fails to pay Cable Bahamas' invoice in full or remit payment to the proper address by the Due Date, Reseller shall also pay a late fee of \$5.50 for each retail customer. At Cable Bahamas' request, Reseller shall, within five (5) days after written notice from Cable Bahamas, provide a security deposit or alternate security in order to assure payment.

## 7. Creditworthiness.

- a. If at any time there is a material adverse change in Reseller's creditworthiness, then in addition to any other remedies available to Cable Bahamas, Cable Bahamas may elect, in its sole discretion, to exercise one or more of the following remedies: (i) cause the commencement of Service to be withheld; (ii) cease providing Services upon written notice to Reseller; (iii) decline to accept an Order or other requests from Reseller to provide Services which Cable Bahamas may otherwise be obligated to accept; and/or (iv) condition its provision of Services or acceptance of an Order on Reseller's assurance of payment which shall be a deposit or such other means to establish reasonable assurance of payment. An adverse material change in Reseller's creditworthiness shall include, but not be limited to: (a) Reseller's material default of its obligations to Cable Bahamas under this Agreement or any other agreement with Cable Bahamas or its



affiliates; (b) failure of Reseller to make full payment of all undisputed charges due hereunder on or before the applicable Due Date (or disputed charges on or before the applicable Alternate Due Date) on three (3) or more occasions during any period of twelve (12) or fewer months or Reseller's failure to make such payment on or before the applicable Due Date (or the applicable Alternate Due Date, if applicable) in any two (2) consecutive months; (c) acquisition of Reseller (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to Cable Bahamas or to any entity affiliated with Cable Bahamas, or which is a materially greater credit risk than Reseller; or (d) Reseller's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Reseller.

- b. Cable Bahamas shall be entitled, in its sole discretion, to offset any amounts owed by Reseller (or any of its affiliates) to Cable Bahamas (or any of its affiliates) pursuant to this Agreement or any other agreement between the parties (or their affiliates) against any amounts payable by Cable Bahamas (or any of its affiliates) to Reseller (or any of its affiliates) pursuant to existing settlement procedures between Cable Bahamas, Reseller and their affiliates.

## 8. Taxes and Governmental Charges.

- (a) All rates and charges in this Agreement or any related Orders or Schedules, are exclusive of if applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges, and tax-related and other surcharges ("Taxes"), which Reseller shall pay. Taxes will be separately stated on an invoice.
- (b) Cable Bahamas may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from, or pay to, others in support of statutory or regulatory programs ("**Governmental Charges**"). Examples of such Governmental Charges include, but are not limited to, Universal Service funding, access deficit charges or environmental recovery charges.



## **Annex 3 – Fault and Change Management**

### **1 Fault management**

#### **1.1 Network Operations Centre**

Cable Bahamas operates a network operations centre (NOC) located in Nassau on the New Providence Island. The NOC will provide monitoring services for the Services along with Cable Bahamas retail broadband services and retail cable television services, on a twenty-four (24) hours per day, seven (7) days per week, year-round basis (“24x7”). Trouble resolution and repair efforts will begin when the NOC through network surveillance and internal monitoring detect performance anomalies.

#### **1.2 Trouble Reporting**

- (a) Following a complaint from a retail customer experiencing a network failure or a performance issue with respect to the Services, and after discarding a fault attributable to the retail customer, the modem and the in-home installation, a Reseller’s Help Desk Agent may report the problem to Cable Bahamas support teams:
  - (i) If the problem is global in nature and/or affecting more than two retail customers of the Reseller within the same area, the Reseller should contact Cable Bahamas NOC.
  - (ii) If the problem is retail customer-specific, the Reseller should contact Cable Bahamas Internet Technical Support.
  
- (b) The contact details for both cases are presented in Figure 3.1.



ESCALATION	CONTACT	PHONE	EMAIL
Level I	[Reseller]	[Reseller]	[Reseller]
Level II  After 24 hrs	Residential Internet Technical Support	242-601-2200	<a href="mailto:info@cablebahamas.com">info@cablebahamas.com</a>
	Commercial Internet Technical Support	242-601-8910	<a href="mailto:info@cablebahamas.com">info@cablebahamas.com</a>
	NOC	242-601-8600	<a href="mailto:noc@cablebahamas.com">noc@cablebahamas.com</a>

Figure 3.1: Contacts

Cable Bahamas' Technical Support personnel are scheduled to work seven (7) days a week twenty-four (24) hours per day.

- (c) Upon receipt of a call from a Reseller's Help Desk Agent who has a retail customer with a service problem, Cable Bahamas personnel will open a trouble ticket and will request and record the following information:
  - (i) Reseller name
  - (ii) Reseller Trouble Ticket number
  - (iii) Name and title of person reporting the fault
  - (iv) Call back number of the person reporting the fault
  - (v) Time of fault
  - (vi) Identifier of the retail customer
  - (vii) Symptoms of fault
  - (viii) Key steps carried out by the Reseller to investigate the issue
  
- (d) In addition, the Reseller's Help Desk Agent will also be asked to confirm that they have thoroughly eliminated a fault with the retail customer's equipment (including in-home wiring, power and other equipment interfaces). After the information has been recorded in the Trouble Ticket Management System, the support staff from the Reseller will be provided with a trouble ticket number to facilitate tracking of the fault and to serve as a point of reference for all updates.





### 1.3 Escalation

Depending on the severity of the problem, Cable Bahamas’ Technical Support staff will provide the Reseller with status updates and progress being made to resolve the trouble. If the trouble is not resolved within a reasonable time and depending on the problem severity (e.g. discontinuous service loss or total service loss), a predefined escalation procedure is initiated, as presented below.

ESCALATION	CONTACT	CONTACT NUMBER	Email
Level III  After 24 hrs	Service Provisioning & Support Manager <i>LaQuell Carey</i>	242-601-8951 242-738-9006 (cell)	<a href="mailto:laquell.carey@cablebahamas.com">laquell.carey@cablebahamas.com</a>
Level IV  After 32 hrs	Director Information & Telecom Support <i>Leabner Forbes</i>	242-601-8959 242-738-9002 (cell)	<a href="mailto:leabner.forbes@cablebahamas.com">leabner.forbes@cablebahamas.com</a>
Level V  After 40 hrs	Director Network Operations & Telecoms <i>John Kemp</i>	242-601-8618 242-801-5646	<a href="mailto:John.kemp@cablebahamas.com">John.kemp@cablebahamas.com</a>
Level VI  After 48 hrs	VP Engineering & Technology <i>Chris Annesley</i>	242-677-8550 242-801-1111 (cell)	<a href="mailto:chris.annesley@cablebahamas.com">chris.annesley@cablebahamas.com</a>
Level VI  After 48 hrs	Chief Operating Officer <i>John Gomez</i>	242-601-8906 242-801-0646 (cell)	<a href="mailto:john.gomez@cablebahamas.com">john.gomez@cablebahamas.com</a>

Figure 3.2: Contacts for escalation process

## 2 Change Management

- (a) Cable Bahamas uses a well-defined Change Management process to plan, communicate, coordinate, implement and monitor changes in its cable network. Cable Bahamas identifies a change as any modification to the managed environment,



including the addition, the removal, or the replacement of any component (configuration item), or service in that environment.

- (b) A formal Change Management process exists in the organization to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes and to minimize the impact of change-related incidents upon service quality, and consequently to improve the level of service provided to all retail customers of the cable network (including those of the Reseller). In addition, Cable Bahamas' Change Management process controls the introduction of change into the cable network environment. Cable Bahamas primary goals are to minimize and manage risk, reduce complexity, reduce human involvement as well as providing an audit trail of change to the environment to facilitate incident logging, problem determination and resolution.

#### **I. Emergency Change Management**

- (a) The Emergency Change Management process is initiated in response to a critical Network or service impacting situation, often an incident or problem requiring immediate action to restore service or prevent service disruption. The emergency change category is reserved for changes intended to repair an error in service that negatively impacts the business. In a situation where Cable Bahamas' external customers are experiencing a service disruption, work will proceed immediately to restore services.
- (b) Cable Bahamas' retail customers (as well as the retail customers of the Reseller) will not be notified prior to the Emergency change taking place.

#### **II. Planned Change Management**

- (a) Change Management procedures will be utilized to manage any planned network activities, which involve changes to the Network and will result in a planned outage or service degradation. An assessment will be undertaken on each change to determine the scope of the planned activity which in turn will define the hours that the activity can take place.
- THREATENING
    - Has potential to affect service
    - Changes allowed in maintenance window 00:01 to 06:00
  - TURNDOWN



- A Service disruption or Network outage
- Changes allowed in maintenance window 02:00 to 06:00

(b) Cable Bahamas will not provide any notification to the Reseller or to the retail customers (including those of the Reseller) for changes that qualify as a Threatening condition; however Cable Bahamas will ensure that the work is carried out in the maintenance window to ensure that any impact to the Services of Cable Bahamas' retail customer (as well as the retail customers of the Reseller) is minimized. Cable Bahamas will provide 24-hour advanced notification to the Reseller for any planned maintenance activities that qualify as a turndown (outage) via electronic form (email).

### **3. Service Availability by Service**

Cable Bahamas commits to treat in a non-discriminatory way its own retail customers and the retail customers of the Reseller.



## **Annex 4 – Processes and Procedures**

The main processes for the operation of the service are the following:

- (i) Reseller pre-ordering process
- (ii) Field survey process
- (iii) Reseller ordering process and installation

This section aims to describe the key steps that will be used in these processes.

### **1 Reseller pre-ordering process**

- (a) Before the Reseller can order a retail customer install, it is required to validate with Cable Bahamas that the retail customer is eligible for the service, and under which conditions. This is the aim of the pre-ordering process.

This process is described in the figure below.

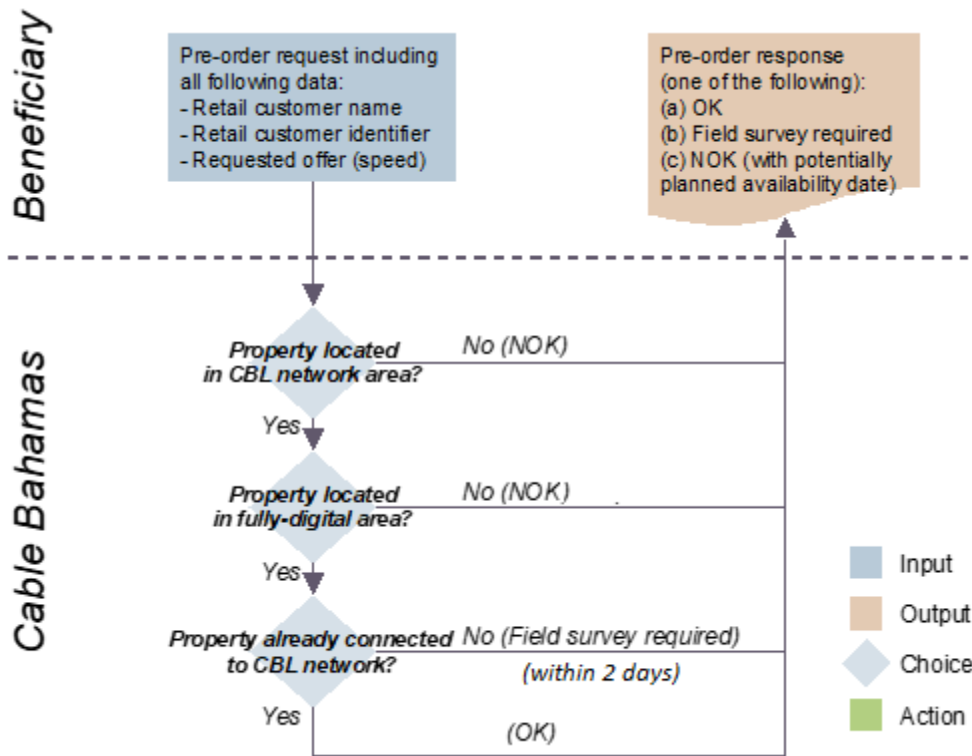


Figure 4.1: Overview of the key steps of the pre-ordering process

- (b) The initiation of this process is a pre-ordering request, which will include the following information:
  - (i) Retail customer name
  - (ii) Retail customer identifier – this identifier will be one of the following: current cable account number, customer’s landline phone number, customer’s address (unique street address/name with house/apartment number).
  - (iii) Requested offer – this corresponds to the resale product requested by the ISP (in turn related to the retail offer selected by the retail customer)
  
- (c) After processing the information provided by the Reseller, CBL will revert with the following possible responses:
  - (i) OK – in this case, the retail customer falls under the “Category A” install, which requires no field intervention from Cable Bahamas. The Reseller may therefore proceed directly to the ordering process and will not incur any extra cost due to field work



- (ii) Field survey required – in this case, the retail customer falls under the “Category B” install. The Reseller may therefore proceed to a field survey that will provide a quotation for the cost of the install.
  
- (d) For the avoidance of a doubt, NOK responses may also result from requests in new subdivisions, located within an area covered by Cable Bahamas, but not connected to Cable Bahamas. However, as per section 6, the Reseller acknowledges that Services are not available in such new subdivisions.

**2 Field survey process**

As the Reseller agrees to proceed with a field survey (charged as per Annex 2), the Reseller will initiate the field survey process, which will provide detailed information about the type of work required and the associated ancillary costs (on the basis of the unit costs described in Annex 2).

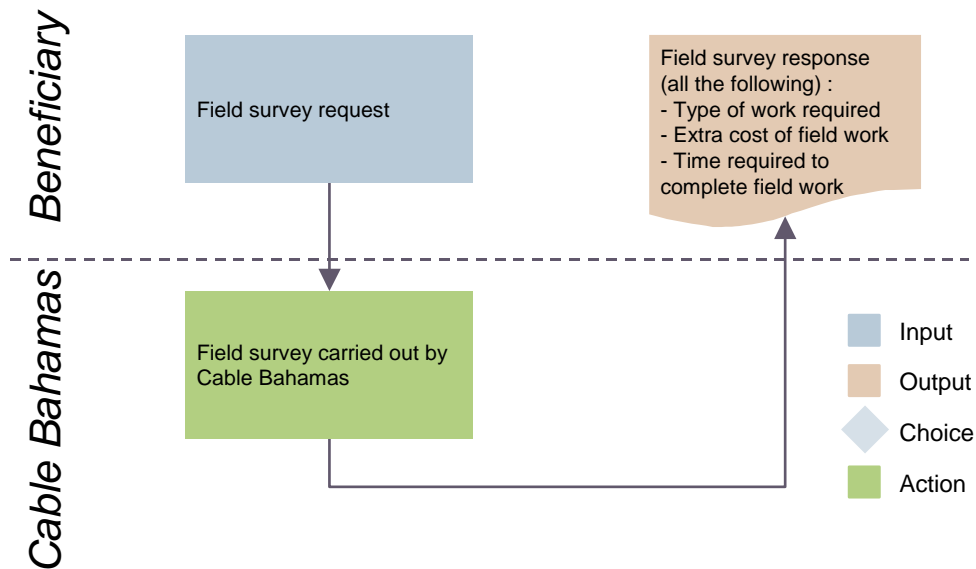


Figure 4.2: Overview of the key steps of the field survey process

**3 Reseller ordering process and installation**

- (a) After a mandatory pre-order and, if required, a field survey, the Reseller may proceed with the ordering process.



- (b) The initiation of this process is an ordering request, which will include the following information:
- (i) Retail customer name
  - (ii) Retail customer identifier – this identifier will need to be one of the following: current cable account number, customer’s landline phone number, customer’s address (unique street address/name with house/apartment number).
  - (iii) Requested offer – this corresponds to the resale product requested by the ISP (in turn related to the retail offer selected by the retail customer)
  - (iv) Acceptance for the potential ancillary costs of field work – this is applicable only if a field survey has previously indicated that field work will be required to process the customer installation

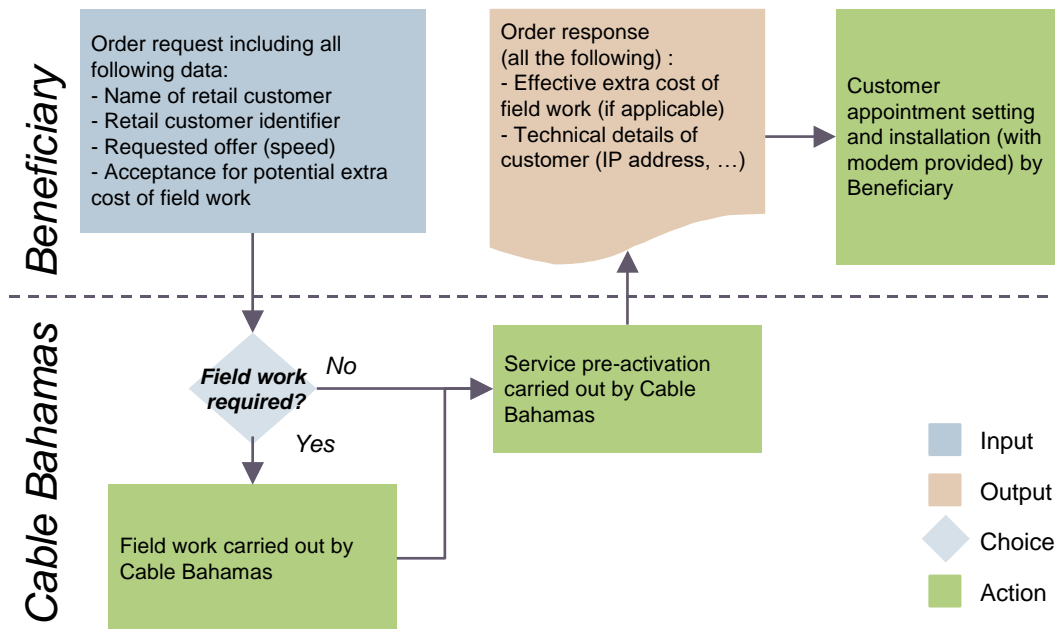


Figure 4.3: Overview of the key steps of the ordering process

- (c) Upon receipt of this request, Cable Bahamas will carry out the field work (if required by field survey and accepted by Reseller). The Reseller will receive a response including the total cost (lower or equal to quoted) of installation and effective customer activation date, as well as technical details of the provisioned service (e.g. IP address provisioned for the modem).
- (d) As part of this process, Cable Bahamas will ensure that the radio-frequency signal levels at the demarcation point (i.e. within the secured grey box) are within acceptable specified



parameters, and Cable Bahamas will pre-provision all cable modems prior to distribution to the Reseller for installation at the validated customer's residence. Cable modems will only be distributed to the Reseller on a per customer basis as ordered.

- (e) If the cable modems are purchased directly from Cable Bahamas, Cable Bahamas will provision all cable modems prior to distribution to the Reseller for installation. Cable modems will only be distributed to the Reseller on a per customer basis as ordered.
- (f) If the Reseller purchases listed cable modems other than from Cable Bahamas, the Reseller must provide Cable Bahamas with MAC addresses in advance of the installation, in order for the cable modem to be provisioned for Services.
- (g) Once all the order operations have been performed by Cable Bahamas (including providing the Reseller with the technical information and provisioning of the cable modems), the Reseller will be responsible for installing the retail customer. This may typically comprise setting-up an appointment with the retail customer, if required, installing the internal cabling (up to the customer socket), and connecting the cable modem to the customer socket. This may also include other operations on the retail customer computer. Cable Bahamas is not responsible for any of the latter operations.
- (h) The Reseller is responsible for testing the health of the cable modem with an appropriate test station, in case of a problem notified by the retail customer.
- (i) In line with Consumer Protection Regulations 2013 (Customer Quality of Service Standards) – ECS19/2013 – Cable Bahamas will approve (or otherwise) all applications for service within 2 business days. In case of non-compliance, Cable Bahamas will pay \$3.99.

The time between approval of an application and the installation of a services is:

- 5 business days for New Providence and Grand Bahama;
- 6 business days for Abaco, Eleuthera, Exuma and Andros; and
- 7 business days for all other islands

In case this time is exceeded, Cable Bahamas will credit the Reseller's account \$5.00, except in instances where the existing infrastructure is damaged, tampered with or cannot accommodate the customer's request for a connection, we have received inaccurate site directions from the customer, the customer nor a representative over the age of 18 years is present at the installation site at the appointment time or force majeure.





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## Agreement for Resale Broadband Access

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- (j) As regards Quality of Service, Cable Bahamas adheres to regulation ECS42/2016 and all provisions stipulated in that regulation.