

THE BAHAMAS TELECOMMUNICATIONS COMPANY LIMITED
WHOLESALE POINT OF PRESENCE DEDICATED INTERNET ACCESS SERVICES
AGREEMENT

The Parties

This Agreement is made at Nassau, New Providence, The Commonwealth of The Bahamas, this day of _____, 2020 (the “Effective Date”) between:

The Bahamas Telecommunications Company Limited of John F. Kennedy Drive, Nassau, New Providence, The Bahamas (“BTC” or “Service Provider”), and
(Wholesaler).

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

1. Service Description

1) Dedicated Internet Access ("DIA") is a wholesale based Point of Presence (PoP) DIA service intended as an input for wholesale customers for resale to downstream retail customers.

2) DIA consists of an Internet Port, located at BTC's Internet Point of Presence, and a domestic private leased circuit connecting the Wholesaler's Premises to that Internet Port.

3) BTC offers where available Bandwidth Capacity beginning at 100 Mbps and incremental increases thereafter, as per Annex4 Pricing, throughout the islands of The Bahamas.

4) Wholesalers can be provided with a static IP address and support for one Domain Name upon request. IP addresses are issued for the duration of the Service and title to the IP addresses shall at all times remain with BTC.

5) DIA service may be subject to an Installation and Equipment Charge as well as a Monthly Charge (MRC). Rates and Charges are set out in Annex 4 Pricing.

6) Initial Terms available for DIA service is a minimum term of three (3) years.

2. Definitions

“Arbitrator” means a person appointed under Annex 2 Clause 4 to decide how a dispute between the Parties should be resolved.

“Breach Notice” means a notice sent by one Party to the other Party specifying a breach of the terms of the Agreement by the other Party, a period of time for its remedy and the consequences of a failure to remedy the breach as set out in Clause 8.2.2.

“Calendar Day” means a period of 24 hours ending at midnight including weekends and public holidays.

"CPE" means any hardware or software at the Service Address owned and provided by BTC to deliver the DIA Services.

"Customer" means a party which has subscribed to a Licensed Operator for the provision of dedicated internet access, but which is not, for the purposes of this Agreement, a Licensed Operator.

"Customer Delay" means any delay in meeting the standards set out in Annex 6, for ordering, provisioning, delivery and fault repairs which is due wholly or partly to the Access Seeker or its Customers for whom the service is being performed.

"Demarcation Point" means the physical point at which the responsibility for the service delivery infrastructure passes from the Access Provider to the Access Seeker.

"DIA Order Form" means the DIA order form document containing the particulars of the Access Seeker and the DIA Services requested. See Annex 1

"Fault" means a condition that causes a Network to operate other than intended or to cease operating altogether.

"Licensed Operator" means an organization licensed by URCA to provide Dedicated Internet Access.

"POP" means a Point of Presence which is a base station or a data Centre of a Licensee

"SLA" means the service level agreement set out in section 3 of this Agreement

"URCA" means the Utilities Regulation and Competition Authority or any successor body.

"Wholesaler" licensees who intends to resell to downstream residential and business customers in smaller speed increments.

"Working day" means a period of 24 hours ending at midnight excluding weekends and public holidays. A weekend is defined as Saturday and Sunday.

3. Terms and Conditions

1) BTC shall notify the Wholesaler of the Service Start Date. Any Wholesaler Apparatus not installed, operational or otherwise available beyond the demarcation point by the Service Start Date shall not be grounds for the Wholesaler not paying applicable Charges.

2) Installation and Equipment charges will be determined on a customer by customer basis, dependent on the location of the request and the availability of infrastructure and capacity.

3) All Installation Charges, Monthly Charges, Equipment Charges and Special Installation Charges if any, are payable from the Service Start Date, whether or not the Access Seeker is using the DIA Service.

4) The Wholesaler, must at its own expense, install its Apparatus, prepare the Service Address by providing accommodation, access, assistance and suitable environmental conditions to facilitate the delivery, installation and ongoing functionality of the CPE.

5) The Access Seeker must at its own expense, provide the cabling and interfacing from the Access Seeker's Apparatus to the CPE.

6) The Initial Term of the DIA service will start on the Effective Date and will continue for a period of three years, as indicated on the DIA Order Form.

7) After the expiration of the Initial Term, the DIA Services will automatically renew for successive 30-day periods at the monthly rates unless the Access Seeker provides BTC with not less than 30 days prior written notice that it does not wish to renew, or unless the Access Seeker and BTC enters into another three year term.

8) In the event that the Access Seeker terminates the DIA Services for any reason whatsoever before the end of the Initial Term, the Access Seeker's obligations to pay the Charges remaining for the Initial Term maybe waived by BTC provided BTC receives payment of the total of the following fees within 21 days of the Access Seeker's notice of termination:

a. a cancellation fee equal to ten percent of the remaining value of the term of the agreement;

b. an administration fee equal to one month of Monthly Charges;

c. a repayment of any other discounts given or concessions made by BTC as may have been tarified from time to time for term or volume commitments that are not met.

d. full payments of all amounts due and owing at the time of cancellation by the Access Seeker to BTC.

3. Service Level Agreement

1) DIA Service includes the SLAs outlined below.

2) Service Provisioning Intervals: Where service has been determined to be available, BTC will use commercially reasonable efforts to deliver Services and service upgrades in the following timeframes. Due to the nature of the variables associated with delivery of such Services, no compensation to the Wholesaler will be offered if these timelines are not met, except as outlined below.

3) The time frame for the installation of services is outlined in Annex 1. In the

If BTC does not meet this timeline, upon the Wholesaler's request within 14 days after the service delivery deadline, BTC will grant the Access Seeker a credit equivalent to 10% of the Installation Charge. Where additional physical resources or new Facilities are required to implement service, the Installation Time will begin once those resources or Facilities have been installed and tested, and are ready for service.

4) Service Upgrade: BTC will aim to provide upgrades in the following timeframe assuming no new Facilities or infrastructure are required:

Location	Upgrade Time
New Providence and Grand Bahama	10 Working Days
Abaco, Eleuthera, Exuma, and Andros	12 Working Days
All other Family Islands	21 Working days

Where new Facilities or infrastructure are required, the relevant period will begin from the date when the Facilities are ready for service. Note that service delivery date is subject to delivery of vendor equipment where necessary. If BTC fails to meet this timeframe, the Wholesaler is entitled to a credit equal to 25% of the difference between the Charges for one month of Service at the new rate and one month of Service at the rate prior to the upgrade.

5) Service Provisioning Intervals Limitations: Inability to meet either of these timeframes will not give cause for the Wholesaler compensation if the inability is a result of:

a) unavailability of the Wholesaler Premises to BTC at any given time during the installation period, upon twenty-four (24) hours' notice, as a result of a lack of co-operation by Wholesaler, its landlord or other third parties,

b) unsuccessful site survey including, but not limited to, need for provisioning of additional facilities and/or delays caused by third parties,

c) improper operation of Wholesaler equipment, facilities or applications, or

d) acts of God, public health pandemic, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of BTC.

6) Network Availability: All services will be provided on a non-discriminatory basis in that BTC shall ensure that the technical and operational standard and quality of the service supplied under this Agreement are of equal quality to BTC's equivalent services. BTC outlines its service levels for DIA services in Annex 6.

7) Time to Repair: BTC will use best efforts to maintain its overall network quality, and commits to restoring all Wholesaler faults at the same time it restores BTC network.

BTC will provide a dedicated 24/7 support service for fault resolution (NOC) with an emergency contact. Immediate notification of faults and early notification of planned downtime will be sent to the Customer. All downtime is expected to be resolved in a timely and efficient manner.

4. Billing and Payment Process

1) As consideration for the DIA Services, the Wholesaler shall pay BTC the amounts outlined in Annex 4. All amounts stated are exclusive of Value Added Tax.

2) BTC shall issue to the Wholesaler within 30 Calendar Days of each billing period an invoice in writing or in such electronic form as may be agreed from time to time.

3) The Wholesaler shall pay the amount of the invoice no later than twenty (20) Working Days from the date of receipt of the relevant invoice

5. Dispute Resolution

In the event of a dispute between the Parties over the provision of DIA Services or any other matter related to this Agreement, the Parties agree to use the procedures set out in Annex 2 – Dispute Resolution (or, in the case of billing disputes, Annex 5) in order to resolve the dispute.

6. Operations and Maintenance

The procedures for the installation and testing of the DIA Service as well as for the continued operation and maintenance thereof shall be governed by the provisions of Annex 3

BTC shall use best endeavors to restore and correct faults which occur in its core network which affect the provision of Services to the Wholesaler. For the avoidance of doubt, BTC does not warrant that its Network is, or will be, free from faults.

7. Bank Guarantee

BTC has the right to request a form of financial security, including a bank guarantee for an amount representing no more than three months forward-looking revenues associated with the DIA services provided to the Wholesaler at that time under this Agreement. The level of security requested shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of services to be provided, the financial standing of the Party, and the projected liability. The financial security may be provided by a means such as bank deposit or guarantee or any other form of security used by standard commercial practice in The Bahamas.

The financial security will be subject to review by the Parties annually starting from the Effective Date of this Agreement, and may be amended if the projected revenues have changed or are likely to change. Failure to provide a suitable guarantee for payment of sums due for actual levels of service within 30 days (or such longer period as BTC may reasonably allow) will be sufficient reason for BTC to suspend this agreement.

8. Breach

8.1 Unless otherwise specified, if a Wholesaler is in material breach of any of the terms of this Agreement, BTC may send it a notice (the Breach Notice) specifying the nature of the breach, a reasonable timescale for its remedy, and the consequences of a failure to remedy the breach (including the suspension and termination of this Agreement).

8.2 BTC may suspend the provision of DIA Service in any of the following circumstances:

8.2.1 Where suspension is warranted by the failure of the Wholesaler to take action to rectify a fault condition that threatens the safety of BTC's Network.

8.2.2 A failure to correct a material breach of the terms of this Agreement, following the serving of a Breach Notice and the expiry of the term set out in the Breach Notice under the procedure set out in Clause 8.1.

8.2.3 Where the Wholesaler has failed to pay an undisputed invoice for DIA Services following the elapse of 30 Calendar Days after the Due Date.

8.2.4 Where the Wholesaler has been declared bankrupt or gone into liquidation.

8.2.5 Where the Wholesaler ceases to be a Licensed Operator.

8.2.6 Where BTC is formally directed to do so by URCA.

8.2.7 Where BTC is requested by formal notice in writing to do so by the Wholesaler.

8.3 Effect of suspension: If this Agreement is suspended, then:

8.3.1 the DIA Service will no longer be provided by BTC to the Wholesaler;

8.3.2 unless the suspension is found to be wrongful, BTC shall not be liable to the Wholesaler for any losses (direct or consequential) or damage that the Wholesaler may have suffered as a result of the suspension.

9 Force majeure

Except for payment obligations under this Agreement, neither Party shall be deemed to be in breach of this Agreement or responsible for any loss, damage, delay or failure of performance arising from every event beyond its reasonable control including but not limited to, delays, failures to perform, damages, losses or destruction or malfunction of any equipment or any consequence thereof, cause or occasioned by, or due to fire, earthquake, hurricane, flood, water, the elements, strikes, labour disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, acts of God and nature, criminal activity, embargoes, public health pandemics and associated restrictions, epidemics, wars, riots, insurrections, cable failures or cuts, other material failures, governmental or any regulatory agency actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties.

10 Confidentiality and information protection

10.1 The Parties shall not divulge to any third party the contents of this Agreement, unless required to do so by law, order of a court of competent jurisdiction or URCA's regulations or decisions. For the avoidance of doubt, URCA and any person specifically authorised by law is not a third party for the purposes of this Clause.

10.2 The Parties shall treat as confidential within their respective organisations the contents and terms of this Agreement and, accordingly, shall take all reasonable steps to ensure that only those

staff, employees, contractors and agents that need to know the contents or terms of any part of this Agreement for the purpose of implementing this Agreement shall have access to the relevant contents and terms and to information provided by the other Party under the terms of this Agreement.

10.3 Information provided by one Party to the other shall only be used for the purpose for which it was provided. For the avoidance of doubt, such information may not be used for the commercial advantage of the recipient Party in its retail business operations or be given to any staff, employee, contractor or agent with retail sales or marketing responsibilities or to any subsidiary or associated company of the Party.

10.4 The Parties shall take all necessary steps to preserve the confidentiality of Customer information relating to any Customer that is passed between them and to protect the privacy of individual Customers. In particular, where instructions from Customers relevant to information confidentiality and privacy have been received by one Party they shall be communicated to, and respected by, the other Party.

10.5 The provisions of Clauses 10.1 to 10.4 inclusive do not apply to information that one Party is required to disclose in order to satisfy legal requirements or the regulations of URCA, to comply with the requirements of any recognised Stock Exchange, or to information that is already in or becomes available in the public domain through the actions of a third party.

10.6 The provisions of this Clause 10 will apply with effect from the date that the Agreement is signed until 60 months after the date of termination or expiry of the Agreement.

11. Review

The Parties may elect to renew, extend or renegotiate the terms of this Agreement in writing and duly signed by authorized representatives of both Parties at any time prior to the expiry of the term.

12. Governing law

The law governing this Agreement shall be the law of The Commonwealth of The Bahamas

IN WITNESS WHEREOF, the Parties have in the presence of witnesses set their respective hands to this Agreement on the date first written above

For and on behalf of

For and on behalf of

Signed

Signed

Name

Name

Title

Title

ANNEX 1

**DEDICATED INTERNET SERVICE
ORDER FORM**

Reference Information		
Customer Name		
Email Address		
Telephone Contact		
Billing Address		
Registered Office		

Check & Complete Applicable

1. Type of Service

MPLS	<input type="checkbox"/>	DIA	<input type="checkbox"/>	MICROWAVE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
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2. Status of Service

New	<input type="checkbox"/>	Existing	<input type="checkbox"/>	Circuit id	
				Site ID no.	
				Site Location	

3. Order for Service

Add	<input type="checkbox"/>	X	Change	<input type="checkbox"/>	Move	<input type="checkbox"/>	Disconnect	<input type="checkbox"/>	Renewal	<input type="checkbox"/>
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4. Requested bandwidth

Speed	Monthly				
100 mbs	\$3,693.00				
500 mbs	\$18,466.00				
1 g	\$36,933.00				
2g					
10g					

5. Service location

Type of Service	Qty	Originating Island	Terminating Island and city/settlement	Install Date	Charges		
					Deposit	Install	Monthly

Customer Signature Date

BTC Signature Date

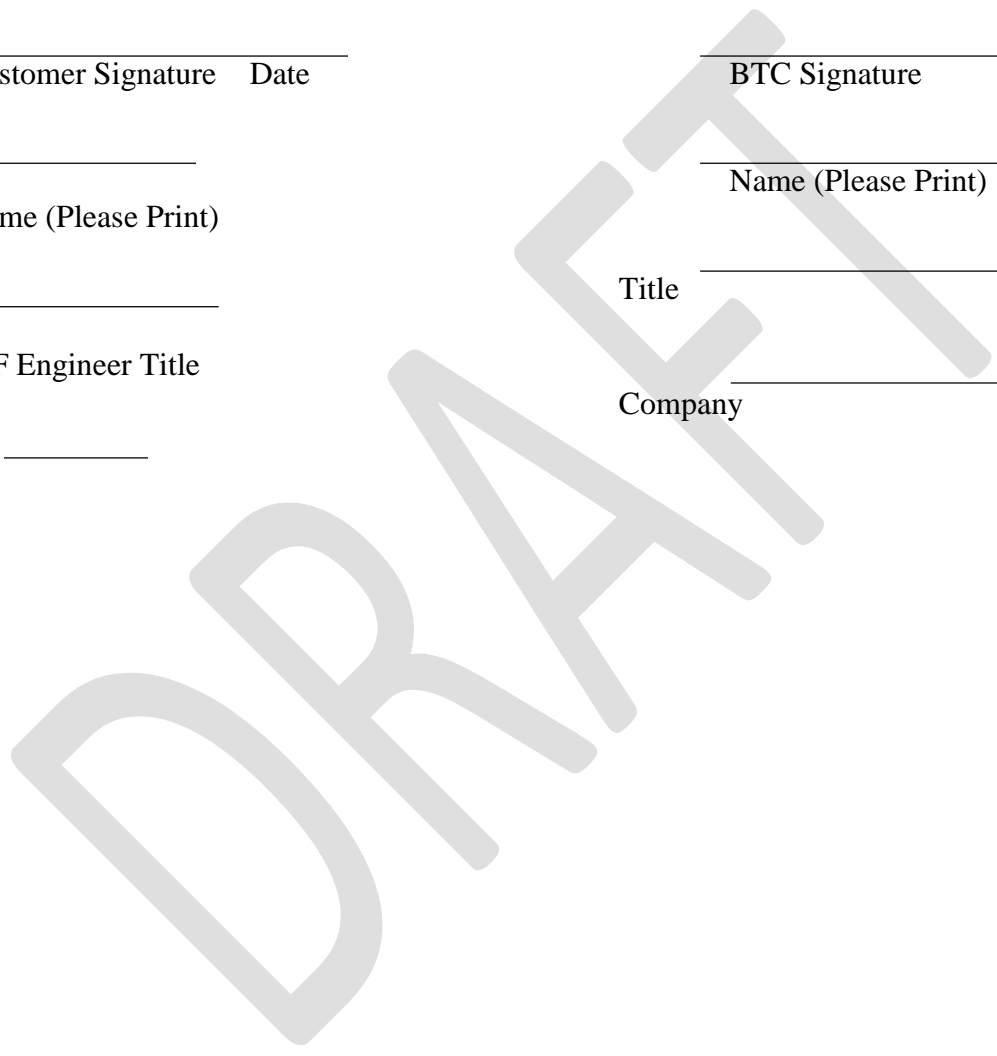
Name (Please Print)

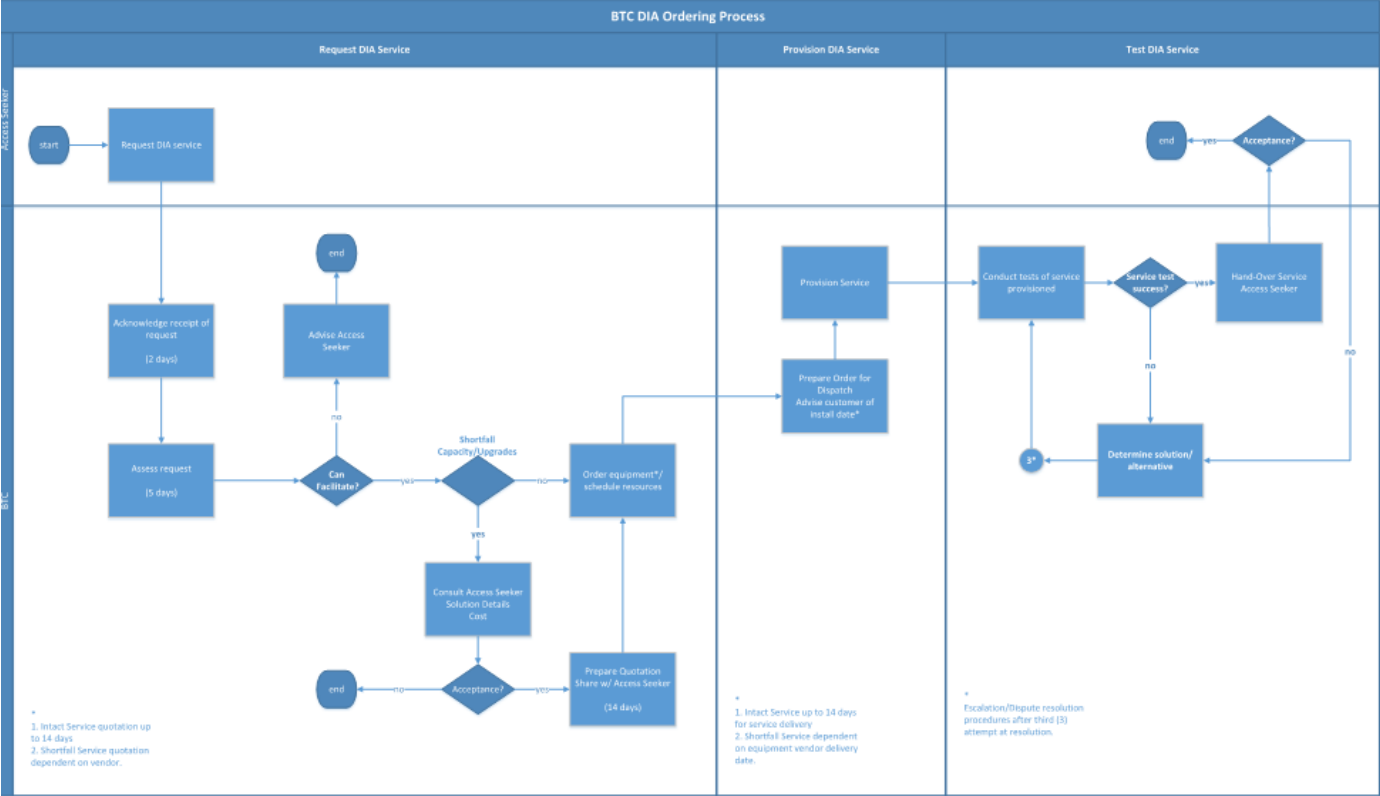
Name (Please Print)

RF Engineer Title

Title

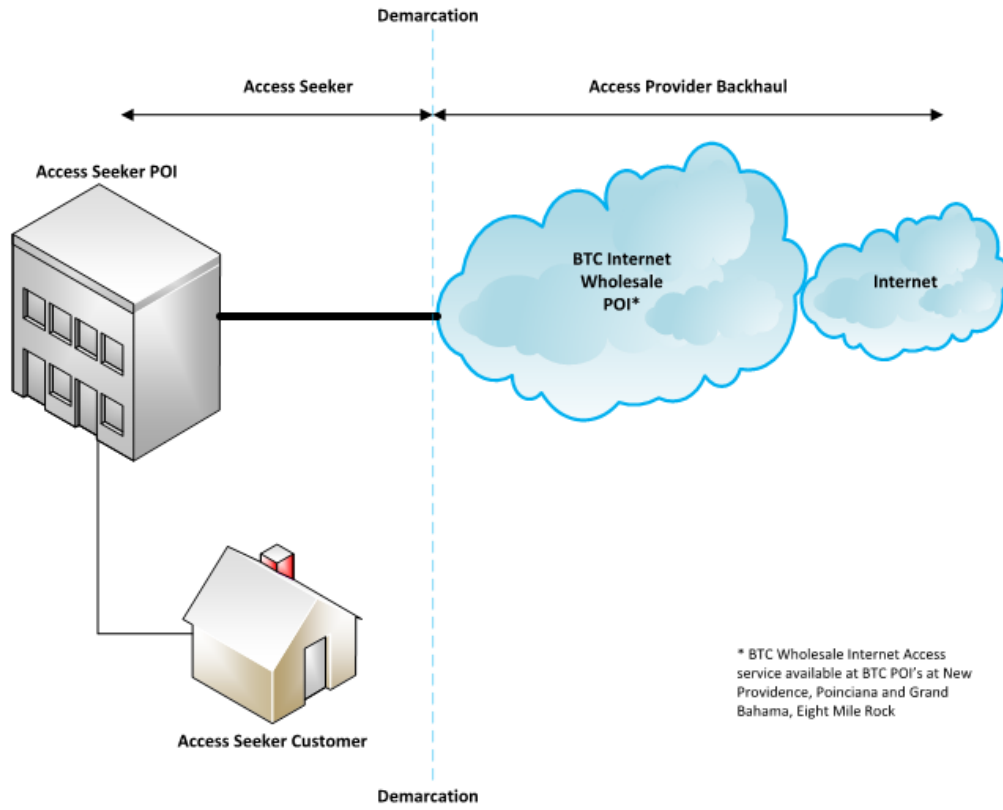
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DIA Resale Service



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ANNEX 2

DISPUTE RESOLUTION PROCESS

1. General process

1.1 The Parties will encourage their staff and employees to resolve disputes that arise in the provision of Services at the lowest practical levels in their respective organization.

1.2 Notwithstanding Clause 1.1, the Parties will instruct their staff and employees to escalate disputes that are not expeditiously resolved at lower working levels.

1.3 Nothing in this Annex shall reduce the Parties' rights to redress under the Laws of The Bahamas.

2 Escalation of disputes

2.1 Either party may escalate a dispute to a higher level in the dispute resolution hierarchy outlined in the table below. Although it is expected that disputes that cannot be resolved at one level in the dispute resolution hierarchy should be escalated to the next higher level, a Party may decide to escalate the dispute more rapidly if in its consideration the severity and potential impact of the dispute on the provision of the DIA service and on Customers warrants such accelerated escalation.

Table 1 Dispute resolution process

Level in Dispute Resolution Hierarchy	Description	Disputes that are typically expected to be resolved at this level
1. (Lowest)	Operational level - involving the operational staff of each Party up to Field Supervisor level	Operational disputes associated with the interpretation and implementation of detailed operating processes and practices
2.	Management level - involving the managers in charge of operational units	Operational disputes escalated from the Operational level
3.	Senior management level	All disputes associated with the implementation of the Agreement, including disputes arising in the course of negotiations to change or amend the Agreement
4.	Executive level - involving Executives of each Party	All disputes associated with the implementation of the Agreement, including disputes arising in the course of negotiations to change or amend the Agreement.

5.	Independent third party including URCA	Disputes that the Parties cannot resolve requiring, in the view of one or both of them, the involvement of an independent Arbitrator, Mediator, or URCA.
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4 Independent Arbitration and Mediation

4.1 Should the Executives of the Parties fail to reach unanimous agreement in the determination of any dispute referred to them within fourteen (14) Working Days of such referral, the Parties undertake to meet promptly and consider whether or not the dispute should be referred to arbitration or mediation. If the Parties agree in writing that the dispute should be referred to arbitration or mediation, such dispute will be determined by arbitration or mediation in accordance with the remaining provisions of this clause, and either Party may then file a request for arbitration or mediation. If the Parties fail to reach agreement in writing to refer the dispute to arbitration or mediation within a period of two (2) Working Days of meeting pursuant to this Clause, then either Party will be entitled to commence litigation proceedings against the other Party or to refer the dispute to URCA under Clause 5 of this Annex.

4.2 Notwithstanding anything to the contrary contained in this Clause 4, neither Party shall be precluded from obtaining interim relief from a court of competent jurisdiction pending the decision of an arbitrator or mediator appointed pursuant to this Clause. In the event of a reference to the arbitration panel or to a mediator, both Parties shall compile a detailed dispute report which shall include origin, nature, extent, issues and any proposals for resolution and make their respective reports available to the arbitrators and each other within fourteen (14) Working Days of the referral.

4.3 The arbitration panel shall consist of two (2) members, both of whom shall be appointed in accordance with the provisions of the Arbitration Act Chapter 180. The arbitration panel shall, in accordance with the Arbitration Act, decide upon and give directives as to all matters of procedure to be followed by the Parties in resolving the dispute and who shall bear the costs of the arbitration. The decision of the arbitrator shall be final and binding and may be made an order of court.

4.4 As an alternative to arbitration, both parties may agree to appoint a Mediator whose task will be to broker an agreement between the parties. The Mediator will be chosen as set out in Clauses 4.1 - 2, and the Parties will be bound by any agreement made by the Parties resulting from the mediation. The Parties may request URCA to act as the Mediator.

4.5 The Parties agree to keep the arbitration or mediation, including the subject matter of the arbitration or mediation and the evidence heard during the arbitration or mediation, confidential and not to disclose the arbitration or mediation, its subject matter and the evidence heard to anyone except in the event that the decision is made by an order of court or of URCA, in which case the arbitration or mediation, its subject matter and the evidence

heard may be revealed to the relevant court or to URCA.

5 Reference to URCA

5.1 After the expiry of 30 Working Days after a dispute has been referred to the Executives under step 4 in the table above, either Party may refer the dispute to URCA. Each Party will bear its own costs of any reference to the URCA.

5.2 Any decision in a Dispute which has been referred to URCA under Clause 5.1 may be applied retrospectively to the date on which the Dispute was referred to URCA

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ANNEX 3 OPERATIONS AND MAINTENANCE

1 Management of Service

1.1 The Parties will nominate a Service Manager as the main point of contact within their organisations for each other. The prime purpose of the Service Manager will be to ensure that communications between the Parties is effective. A Service Manager may request a meeting with the other Service Manager to discuss any issue, and the Service Managers will meet within five (5) Working Days of the request being made.

1.2 Each Party shall establish a contact person to whom all factors relevant to the proper functioning of the Service (generally of a technical nature, including faults) are to be reported. The contact person's telephone numbers are included in Schedule 1 – Contact Details, which will be updated as and when changes occur.

2 Customer fault reporting

2.1 Each Party shall be responsible for examining the operations of its own Networks before reporting the existence of faults to the other Party.

2.2 Fault reporting systems: Each Party shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Party and to whom that Party supplies services to report faults relating to any Network or service.

2.3 Customer notification: Each Party will advise all of its directly connected Customers to report all faults to its fault reporting service, as described in Clause 2.2.

2.4 Non-discriminatory fault reporting and identification: Each Party shall perform fault reporting and identification on a non-discriminatory basis.

3. Fault management and service restoration responsibility

3.1 The Access Seeker shall be responsible for receiving any faults reported to it by its Customers, and if these faults are in BTC's network, for reporting them to BTC in accordance with Clause .1.2.

3.2 If BTC detects a fault in its service up to the point of the demarcation, BTC shall follow the same processes and quality of service standards as is with all customers.

3.3 The reliability of the Service will be assessed at the Wholesaler's PoP to BTC's equipment. At any point, if the level of service is not maintained, the Customer will notify BTC in writing who will use best efforts to rectify the issue as soon as practicable.

3.4 **Registration and numbering:** All faults affecting the provision of the DIA Service shall be registered and given a unique identification number to assist the parties in monitoring fault

response and rectification. The tracking numbers used by each Party shall be available to the other Party to minimise confusion in the fault response and fault recognition.

3.5 If the Access Seeker notifies BTC of a fault in BTC's Network, and the fault notice is subsequently found to be erroneous, it shall be liable for any costs incurred by BTC as a result of the erroneous information.

3.6 Escalation process: The Parties will agree an escalation process for faults that are not cleared within the timescales given in Annex 6 - Quality of Service, so that the problem can be drawn to the attention of more senior management. The names and contact details of staff in the escalation process will be set out in Schedule 1 - Contact details.

4 Outages

4.1 Unplanned outages: If BTC detects an unplanned outage which is likely to affect the Service, the technical contact person of the other Party must be notified. BTC will notify the technical contact person of the other Party within 1 hour of becoming aware of the unplanned outage. At the time of notification, the outage could have ceased to exist or could still be persisting. In cases where the outage has ceased to exist, the contact persons will note the occurrence, duration and details of the failure. BTC will keep the technical contact person of the other Party informed at mutually agreed upon intervals of the progress of the repair until restoration of full service whereupon the technical contact person will note the outage duration and details of the failure.

4.2 Planned outages: BTC shall endeavour to limit such planned outages to the hours between 11.00 p.m. and 6.00.a.m, and will inform the contact person of the other Party 3 (three) Working Days in advance (this timescale can be reduced by mutual agreement).

5 Customer Equipment

5.1 BTC shall only be responsible for the maintenance of the CPE Equipment that it provides to a Customer. With the exception of costs caused by normal wear and tear, BTC may charge the Wholesaler for the costs of maintenance of Equipment, including but not limited, to those caused by:

- failure to use the Equipment in accordance with this Agreement;
- any act of wilful damage or interference by a party other than BTC, its employees or agents;
- negligent use or misuse of the Equipment by a party other than BTC, its employees or agents any failure or fluctuation of the electrical power supply to that Equipment, or any external electromagnetic interference, or any failure of air conditioning and humidity control for the Equipment; or
- the performance of maintenance service by a party other than BTC.

5.2 BTC shall not be responsible for correcting faults in Customer Equipment which: • do not affect satisfactory working of the Equipment; or • are of a minor or intermittent nature which do

not significantly affect use of the Equipment • involve the loss of Customer or third party generated software.

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ANNEX 4

PRICING

The prices of BTC's Dedicated Internet Access Service may be updated from time to time when changes are made to BTC's existing Dedicated Internet Access service or when new wholesale Dedicated Internet Access Services are introduced. Based on BTC's currently available Dedicated Internet Access services, the following monthly prices apply for BTC's Broadband Resale Services, where suitable network facilities are available.

Speed (Mbps)	Monthly Reoccurring Rates	NRC**
100	\$ 3,693.00	
500	\$18,466.00	
1 G	\$36,933.00	
2 G*		
10 G*		

*Subject to Negotiations

** NRC – Includes installation and equipment charges on a case by case basis.

ANNEX 5

BILLING PROCESS AND DISPUTE RESOLUTION

Charging principles

1.1 Delivered services and related installation and usage charges for the Dedicated Internet Access Service will be invoiced according to the principles and procedures defined in this Annex. The value of charges will be calculated using the prices as defined in Annex 4 - Price List.

1.2 Wholesaler shall be responsible for billing its own Customers and for the collection of debts from its own Customers.

2 Billing process

2.1 Recurring rental charges will be invoiced in arrears with installation and activation and any other one-off charges will be invoiced in advance.

2.2 BTC shall issue to the Wholesaler within 30 Calendar Days of each billing period an invoice in writing or in such electronic form as may be agreed from time to time.

2.3 The billing period is a calendar month unless otherwise determined by BTC and notified to the Wholesaler in advance.

2.4 BTC may send invoices by way of email on the date of issue of the invoice.

3 Payment process

3.1 Subject to Clause 5, the Wholesaler shall pay the full undisputed amount of the invoice no later than twenty (20) Working Days from the date of issue of the relevant invoice. For the avoidance of doubt, the Wholesaler shall pay this amount to BTC regardless of whether the Wholesaler has received payment from its Customers.

3.2 In addition to exercising any rights, BTC has at law or under the Agreement, where an undisputed amount is outstanding and remains unpaid for more than seven (7) calendar days after it is due for payment, BTC reserves the right to make a formal demand for payment of all amounts due and owing at the time.

3.3 Payments are deemed to be received on the date the payment is received by BTC, unless the payment is subsequently dishonoured, in which case, payment is deemed not to have been received until cleared funds are received by the BTC together with all dishonoured fees and charges.

3.4 If the Wholesaler does not pay a sum payable by the due date, BTC may charge a penalty on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by BTC (both before and

after judgement) in accordance with this clause. The Wholesaler agrees to pay the penalty on demand.

3.5 The penalty shall be calculated as 1.5 per cent of the overdue sum for each month or part month that the sum is overdue. Where a penalty in respect of any due and unpaid amount is due to BTC, BTC may add the amount of such penalty to its next invoice.

4 Billing errors

4.1 If the Wholesaler discovers an error in an invoice given by BTC, it shall notify BTC as soon as practicable. Upon investigation and verified, BTC shall make the adjustment necessary to correct that error in its next invoice.

4.2 If BTC has omitted or miscalculated charges from an invoice, BTC may include or amend (respectively) those charges in a later invoice, as long as BTC is able to substantiate these charges to the Wholesaler and the inclusion or amendment is made within twelve months of the issuing of the invoice.

4.3 If the Wholesaler makes an overpayment in error, it shall notify BTC accordingly within thirty calendar days of the date on which the overpayment was made with sufficient details for BTC to be able to identify the overpayment. If BTC verifies the overpayment, BTC shall return the amount overpaid to the Wholesaler.

4.4 Notwithstanding any other provision in this Annex, a penalty shall not accrue or become payable in respect of sums added to an invoice in error.

4.5 The parties acknowledge that invoices cannot be warranted as being free from errors.

5 Billing Disputes

5.1 Where a Party (the “Disputing Party”) disputes the invoice of BTC, the Disputing Party shall send a written “notice of dispute” within ten (10) Working Days of the date of receipt of the disputed invoice to BTC. Failure to submit a notice of dispute within the ten (10) Working Day period shall be deemed to be indisputable confirmation of the correctness of the invoice.

5.2 The notice of dispute must:

- clearly identify aspects of the invoice being disputed; and
- state the specific reason(s) with reference to the information required.

5.3 If BTC determines that the information is insufficient to identify the disputed amount, BTC shall request and the Disputing Party must supply within three (3) Working Days of such request the relevant evidence and indicate the discrepancy in BTC’s invoice.

5.4 The Disputing Party's unavailability of records shall not constitute an acceptable basis for disputing an invoice under this Agreement and any notice of dispute issued on that basis shall not be valid.

5.5 The Parties shall endeavor to settle amicably any such billing dispute and shall use reasonable efforts to agree upon an escalation procedure. If the Parties fail to resolve their billing dispute for any reason within five (5) Working Days of the Disputed Party's receipt of the information submitted under Clause 5.2 or within ten (10) Working Days of BTC's receipt of the notice of dispute, whichever shall first occur, the Disputing Party shall issue a "Notice of Failure of Dispute Resolution" within five (5) Working Days.

5.6 In the Notice of Failure of Dispute Resolution, the Disputing Party shall be required to state a date and venue for its respective appointed Executives or appointed delegates to meet. The date of such meeting shall be not more than five (5) Working Days after the date the Notice of Failure of Disputed Resolution is issued. If the dispute is not resolved with ten (10) Working Days of such meeting, the Executives or delegates shall refer such dispute for investigation and determination to URCA.

6 Billing Representatives

6.1 Enquiries relating to billing, collecting and settlement arrangements must be directed to the nominated billing representative of the other party as identified in Schedule 1 – Contact Details. Billing dispute notices must be sent to these representatives.

6.2 Either party may at any time nominate another billing representative, provided that ten (10) Working Days' prior notification of such appointment is given.

**ANNEX 6
QUALITY OF SERVICE**

BTC will provide the Service to the Wholesaler at the same level of Quality of Service as for its own network and customers.

BTC will use its best endeavors to meet the quality of service standards set out in this Annex.

1. Service restoration

BTC shall repair faults on the DIA Service according to the following timescales:

Table 1 Service restoration timescales for DIA

Event	Service Affecting Fault (hours)	Service Interrupting Fault (hours)
Parties issues Fault Notice	T within 1	T within 1
Requested Parties issues Fault Acknowledgement	T within 3	T within 1
BTC informs the Wholesaler of time for repair	T within 4	T within 1
The Wholesaler may escalate fault	T after 8	T after 2
BTC completes fault repair pending tests and notifies Wholesaler	best endeavors	best endeavors
Repair deemed completed	4 after R	2 after R
BTC notifies Wholesaler that tests have been completed and issue is resolved	4 after R	2 after R
Repair Updates	2	1

T = Issue of Fault Acknowledgement

R = Repair completed by the providing operator

Any Customer Delays shall be added to the above table.

Service Level Agreements

Severity Level (SL)	Description	Escalation	Management Contact
SL 1 (Low)	Network performance is degraded but most business operations continue.	<ol style="list-style-type: none"> 1. After sixty (60) minutes from fault detection; 2. Update reports every two hours; 3. After four (4) hours of no response or resolution escalate to a SL2 fault. 	Escalation to NOC Manager.
SL 2 (Medium)	Service is severely degraded, impacting significant aspects of Customer's business operations.	<ol style="list-style-type: none"> 1. Thirty (30) minutes from fault detection; 2. After sixty (60) minutes of no response or resolution; 3. After three (3) hours of no response or resolution. 	<p>Escalation to NOC Manager (or equivalent designation)</p> <p>Escalation to NOC Senior Manager (or equivalent designation)</p> <p>Escalation to Chief Technical Officer (or equivalent designation)</p>
SL 3 (High)	Business operations stopped due to product or service failure.	<ol style="list-style-type: none"> 1. Fifteen (15) minutes from fault detection; 2. After thirty (30) minutes of no response or resolution; 	<p>Escalation to NOC Manager (or equivalent designation)</p> <p>Escalation to NOC Senior Manager (or equivalent designation)</p>

		3. After sixty (60) minutes of no response or resolution.	Escalation to Chief Technical Officer (or equivalent designation)
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DRAFT

SCHEDULE 1

Contact Details

Schedule 1 - Contact details

This schedule sets out the key contact people for the administration of the Dedicated Internet Access Services for both the Parties, with the following details:

THE BAHAMAS TELECOMMUNICATIONS COMPANY

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Interconnection Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Service Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Fault Contact Person

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Billing Representative

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

WHOLESALER

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Interconnection Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Service Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Fault Contact Person

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Billing Representative

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)