

Cable Bahamas Ltd.



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Reference Offer for
Wholesale Point to Point Direct Internet
Access Service

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Introduction

This Reference Offer sets out the terms and conditions under which CBL will provide its Point of Presence-based Wholesale Direct Internet Access Service (“WDIA”) to other operators which have been appropriately licensed by Utilities Regulation and Competition Authority (“URCA”) to provide public electronic communications services in The Bahamas. It applies only in those parts of The Bahamas where CBL has been designated by URCA as having Significant Market Power in wholesale broadband access services.

This Reference Agreement is subject to URCA’s approval, and may be amended from time to time with the approval of URCA. The same change shall be made automatically to any existing Wholesale DIA Agreements entered into between CBL and any other licensed operators unless URCA stipulates otherwise.

Operators wishing to obtain the WDIA Services under this Reference Agreement must first enter into a Non-Disclosure Agreement with CBL and agree to credit verification. It must provide CBL with a copy of its licence from URCA, information about its points of contact for liaison with CBL, its network and service plans, and its capacity requirements.

Main Terms and Conditions

The Parties

This Agreement is made at Nassau, New Providence, The Commonwealth of The Bahamas, this _____ day of _____, 20XX (the “Effective Date”) between:

Cable Bahamas Limited (“CBL”) a company incorporated under the laws of the Commonwealth of The Bahamas whose registered office is GTC Corporate Services Limited, Sasson House, P.O. Box SS 5383, Nassau, Bahamas (“CBL”),

And

Operator of (address) (“Other Licensed Operator” or” OLO”)

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

1 Introduction

1.1 The purpose of this Agreement is to enable the OLO to purchase and use the Point of Presence based Wholesale Direct Internet Access (WDIA) Service provided by CBL to supply the OLO’s retail customers with access to the internet in the manner described in Annex A and subject to the terms and conditions of this Agreement. This Agreement only applies to those parts of The Bahamas where CBL has been designated by URCA as having Significant Market Power in wholesale broadband access services.

1.2 Except where such terms are not otherwise defined in the Communications Act, the terms used in this document as defined terms or Definitions shall have the meanings set out in Annex I.

2 Contractual documents

2.1 The following documents, along with the Schedules attached to them, form an integral part of this Agreement:

- Main Terms and Conditions
- Annex A – Service Schedule
- Annex B – Ordering Processes
- Annex C – Operations and Maintenance
- Annex D – Billing
- Annex E– Dispute Resolution
- Annex F – Price List
- Annex G – Quality of Service Standards
- Annex H– Definitions
- Schedule 1 – Contact Details

2.2 The terms and conditions of this Agreement are set out in this Agreement, its Annexes and attached Schedules and any other policies, procedures or other documents issued by CBL as provided for and in accordance with this Agreement.

2.3 In the event of any inconsistency between parts of this Agreement, the language of the part listed higher in the following table shall prevail over that in any lower part:

- Main Body, including the definitions in Annex H and the dispute resolution procedures in Annex E
- Annex D
- Annex A
- Annex E
- Annex B
- Annex C
- Annex G
- Schedule 1.

3 Scope of Agreement

3.1 CBL agrees to provide the WDIA Service to the OLO, and the OLO agrees to take the WDIA Service, as defined in Annex A, on the terms and conditions set out in this Agreement.

4 Commencement and duration

4.1 This Agreement shall take effect on the Effective Date and subject to Clause 14 shall continue in effect, unless otherwise agreed between the Parties.

5 Prices

5.1 For the provision of the WDIA Service, the OLO agrees to pay the prices set out in Annex F – Price List.

5.2 CBL may amend these prices from time to time, and shall give the OLO at least twenty (20) Working Days' notice of any price changes. If the price is regulated by URCA, any price change approved by URCA shall take place on the date of approval by URCA without the need for CBL to give notice.

5.3 The Parties shall use the processes set out in Annex D – Billing to charge the OLO for the provision of the WDIA service.

5.4 All prices are expressed exclusive of any VAT or sales tax or other tax imposed by law.

6 Process and standards

6.1 The Parties agree to use the processes set out in Annex B – Ordering Processes for the provisioning of the WDIA Service.

6.2 The Parties agree to comply with the standards, specifications and procedures set out in Annex A – Service Schedule and Annex C – Operations and Maintenance.

7 Quality of service

7.1 CBL shall supply the same quality of service for the WDIA service as it would supply to its own Customers or to its subsidiaries or affiliated companies for the same service or a similar service.

7.2 CBL shall comply with the Quality of Service standards set out in Annex G - Quality of Service Standards.

8 Management of the Agreement

8.1 The Parties accept the need for effective operation of their Networks in order to provide quality electronic communication services to the OLO's Customers, and, accordingly, undertake to:

8.1.1 act in good faith and in a professional manner in relation to each other in the provision of the WDIA Service

8.1.2 exchange information necessary for the fulfilment and continued operation of this Agreement, but without prejudice to obligations to protect Customer privacy and commercial confidentiality

8.1.3 act at all times, as far as is reasonably possible, so as to facilitate the speedy and effective provision and operation of WDIA Service, to the benefit of Customers and to their mutual advantage

8.1.4 use their best efforts to resolve disputes in an efficient and professional manner.

8.2 Each Party shall nominate members of their staff to act as the first point of contact for the other Party for the management and implementation of this Agreement. These names, contact details and responsibilities shall be set out in Schedule 1, as amended from time to time.

9 Network safety and protection

9.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its Network does not:

9.1.1 endanger the safety or health of employees, contractors, agents or customers of the other Party; or

9.1.2 damage, interfere with or cause any deterioration in the operation of the other Party's Network.

9.2 The OLO shall not connect or permit the connection to its Network of any equipment or apparatus, including any terminal equipment which is not approved by URCA or is not in compliance with any regulatory or other standards issued by URCA.

10 Operations and maintenance

10.1 The procedures for the installation and testing of the WDIA Service, as well as for the continued operation and maintenance thereof shall be governed by the provisions of Annex C - Operations and Maintenance.

11 Retail customer relationships

11.1 Each Party shall instruct its staff, contractors, agents and employees to refrain from any public criticism of the other Party or from any criticism of the other Party to a Customer in relation to any matter that has arisen as a result of the operation of this Agreement. Each Party shall instruct its staff, contractors, agents and employees to concentrate their energies on resolving the issue cooperatively with the other Party.

11.2 Neither Party shall represent expressly or by omission or implication that:

11.2.1 it is approved by or an agent of or affiliated with the other Party; or

11.2.2 it has a special relationship with the other Party or is charged preferential prices by the other Party for the provision of the WDIA Service.

11.3 The OLO has no right to withhold any payment due to CBL on account of any non-payment of debts owed to the OLO by its customers.

11.4 The Parties agree to co-operate with each other in order to detect and prevent fraudulent use, theft or misuse of each other's services or equipment. If one Party becomes aware of possible fraudulent use, theft or misuse of the other Party's services or equipment, it shall promptly inform the other Party. A failure to comply with this Clause may constitute a Breach of this Agreement under Clause 14.

12 Dispute resolution

12.1 In the event of a dispute between the Parties over the provision of the WDIA Service or any other matter related to this Agreement, the Parties agree to use the procedures set out in Annex E – Dispute Resolution (or, in the case of billing disputes, Clauses D.4.1 – 4.3) in order to resolve the dispute.

13 Breach and suspension of Service and Agreement

13.1 Unless otherwise specified, if a Party is in material breach of any of the terms of this Agreement, the other Party may send it a notice (the Breach Notice) specifying the nature of the breach, the timescale which is reasonable in the opinion of the other Party for the remedy of the breach, and the consequences of a failure to remedy the breach within the timescale (including the suspension of the WDIA Service, the suspension and termination of the Service on a particular Route, and the suspension and termination of this Agreement).

13.2 A Party may suspend the provision of the WDIA Service, the provision of the Service on a particular Route, and this Agreement in any of the following circumstances:

13.2.1 Where suspension is warranted by the failure of the other Party to take action to rectify a fault condition or to prevent malicious attacks that threatens the safety of the first Party's Network.

13.2.2 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 13.1.

13.2.3 Where OLO fails to pay any amount due under the terms set out in Clause D.2.3, or fails to provide a sufficient bank guarantee as required under Clause 19, or fails to pay any amount payable as determined on the basis of the billing dispute resolution procedures under Clauses D.4.1 – 4.3 and fails to remedy such default within fifteen (15) Working Days of written notice to do so

13.2.4 Where the other Party has been declared bankrupt or gone into liquidation.

13.2.5 Where the OLO ceases to be a Licensed Operator or is not permitted by URCA to provide a service that is enabled by the WDIA Service to its Customers

13.2.6 Where a Party is formally directed to do so by URCA

13.2.7 Where a Party is requested by formal notice in writing to do so by the other Party.

13.3 **Effect of suspension:** If this Agreement is suspended, then:

13.3.1 the WDIA Service will no longer be provided by CBL, either as a whole or on particular Routes;

13.3.2 the term of this Agreement shall not be affected by the period of suspension; and

13.3.3 unless the suspension is found to be wrongful, CBL shall not be liable to OLO for any losses or damage that OLO may suffer as a result of the suspension.

14 Termination of Service and Agreement

14.1 Subject to the prior written consent of URCA, a Party may terminate the provision of the WDIA Service, the provision of the Service on a particular Route, or this Agreement in any of the following circumstances:

14.1.1 Where termination is warranted by the continuing failure of the other Party to take action to rectify a fault condition or to prevent malicious attacks that threatens the safety of the Network of the Party undertaking the termination in accordance with Clause 9

14.1.2 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 13.1

14.1.3 Where the OLO has ceased to trade either generally or in relation to the provision of electronic communications services to Customers or other services with which the WDIA Service is associated

14.1.4 Where the other Party has been declared bankrupt or gone into liquidation.

14.1.5 Where the OLO fails to pay any amount due under the terms set out in Clause D.2.3, or fails to provide a sufficient bank guarantee as required under Clause 19, or fails to pay any amount payable as determined on the basis of the billing dispute resolution procedures under Clauses D.4.1 – 4.3 and fails to remedy such default within fifteen (15) Working Days of written notice to do so

14.1.6 Where the OLO ceases to be a Licensed Operator or is not permitted by URCA to provide a service that is enabled by the WDIA Service to its Customers

14.1.7 Where a Party is formally directed to do so by URCA

14.1.8 Where a Party is requested by formal notice in writing to do so by the other Party

14.1.9 If the OLO contravenes any applicable law or regulation of The Commonwealth of The Bahamas

14.1.10 The OLO may terminate this Agreement at any time by giving CBL sixty (60) business days' notice in writing

14.2 **Effect of termination of Agreement:** If the Agreement is terminated, then:

14.2.1 the WDIA Service will no longer be provided by CBL on all Routes

14.2.2 unless the termination is found to be wrongful, CBL shall not be liable to OLO for any losses that OLO may suffer as a result of the termination.

15 Force majeure

15.1 No Party to this Agreement shall be liable for any failure to fulfil its obligations hereunder where such failure is caused by circumstances outside the reasonable control of such Party, including, without limitation, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government, labour disputes of any kind (whether or not involving the Party's employees or where it falls outside the Party's sphere of influence), fire, lightning, explosion, earthquake, volcano or any other such cause (each an "event of force majeure").

15.2 The Party initially affected by the event of force majeure shall promptly notify the other Party in writing of the estimated extent and duration of such inability to perform its obligations ("Force Majeure Notice").

15.3 Upon cessation of circumstances leading to the event of force majeure, the Party affected by such event of force majeure shall promptly notify the other of such cessation.

15.4 If as a result of a force majeure, the performance by the Party of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 15.7, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party initially affected by a force majeure shall use its reasonable endeavours to deploy its resources such that (when taken together with other obligations to its Customers and third parties) there is no undue discrimination against the other Party.

15.5 If the event of force majeure continues for a period of 6 months or less from the date of any notification thereof in terms of Clause 15.2, any and all obligations outstanding shall be fulfilled by the Party affected by the event of force majeure as soon as possible after cessation of the event of force majeure, save to the extent that such fulfilment is no longer practically possible or is not required by the other Party.

15.6 If the event of force majeure continues for more than 6 months from the date of the Force Majeure Notice and notice of cessation in terms of Clause 15.3 has not been given and such event of force majeure prevents the affected Party from performing its obligations in whole or in part during that period, the unaffected Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 days written notice to the other Party after expiry of such 6 month period to that effect; provided that such notice shall be deemed not to have been given if a notice of cessation given in terms of Clause 15.3 of the event of force majeure is received by the unaffected Party prior to the expiry of such 30 days.

15.7 If this Agreement is not terminated in terms of the provisions of Clause 15.6, any obligations outstanding shall be fulfilled by the Party affected by the event of force majeure as soon as reasonably practicable after the event of force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the unaffected Party.

16 Review

16.1 A Party may seek to amend this Agreement by serving on the other Party a Review Notice if:

16.1.1 either Party's licence is materially modified (whether by amendment or replacement);

16.1.2 a material change occurs in the law or regulations governing electronic communications in The Bahamas;

16.1.3 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement;

16.1.4 there is a general review pursuant to Clause 16.3;

16.1.5 the Party seeking the amendment has a change in its operational or service needs (whether by way of a need for new services or changed circumstances).

16.2 A Review Notice shall set out in reasonable detail the issues to be discussed between the Parties.

16.3 A Party may initiate a general review of this Agreement by sending a Review Notice to the other Party on the first anniversary of the Effective Date of this Agreement and at the start of every period of three months thereafter.

16.4 On service of a Review Notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.

16.5 For the avoidance of doubt, the Parties agree that notwithstanding service of a Review Notice this Agreement shall remain in full force and effect as it was before service of the Review Notice until agreement is reached or the matter is determined under Clause 16.6 or Clause 16.8.

16.6 If the Parties fail to reach agreement on the subject matter of a Review Notice, either Party may initiate a dispute procedure as set out in Annex E – Disputes.

16.7 A Party may amend its own contact information in Schedule 1 - Contact Details at any time by informing the other Party of the amendments at least 24 hours before the amendment takes effect.

16.8 Subject to the procedures approved by URCA, if any amendment is made to the WDIA Reference Offer, the Parties shall be deemed to have agreed an equivalent amendment to the terms of this Agreement with effect from the date on which the amendment to the WDIA Reference Offer takes effect, and no further formality shall be required to give effect to such an amendment, unless otherwise specified by URCA, of this Agreement.

17 Provision of information

17.1 Each Party shall provide the other with the information required by the terms of this Agreement and shall do so in a timely manner. Each Party shall use reasonable endeavours to provide the other with information that may be reasonably necessary to the operation of this Agreement.

17.2 The Party disclosing information will use reasonable endeavours to ensure that the information disclosed is correct to the best of its knowledge at the time of its provision.

17.3 If a Party disclosing information provides information to the other Party, the other Party may rely on the first Party to have obtained all appropriate Third Party consents.

17.4 Subject to Clause 18, the Party receiving information shall indemnify the disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Party receiving information to comply with any conditions or restrictions on use or disclosure of the information supplied in cases where those conditions or restrictions were notified to it in writing prior to the time of disclosure.

18 Confidentiality and information protection

18.1 The Parties shall not divulge to any third party the contents of this Agreement, unless required to do so by law 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.

18.2 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.

18.3 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.

18.4 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.

18.5 The provisions of Clauses 18.1 to 18.4 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.

19 Bank guarantee

19.1 CBL has the right to request a form of financial security, including a bank guarantee for an amount representing no more than three months of forward-looking revenues associated with the WDIA Service covered by 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 potential 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.

19.2 The financial security may be reviewed and amended if the services provided under this Agreement or any of the factors described in Clause 19.1 have changed or are likely to change. Failure to provide a suitable guarantee will be sufficient reason for CBL to suspend or terminate this Agreement under Clause 13.2 or Clause 14.1.

19.3 CBL may also carry out credit vetting of an existing Operator where CBL has reasonable concerns about the ability of the Operator to cover debts including without limitation where CBL has evidence of a poor payment history or the Operator's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the Operator and will be standard to all Operators.

19.4 If a Party is dissatisfied with the implementation of Clauses 19.1, 19.2 and 19.3 above, it may initiate a dispute under Annex F of this Agreement.

19.5 A bank guarantee may be presented to the relevant bank for payment provided that:

19.5.1 OLO has accumulated debts overdue by 30 Calendar Days or more in relation to the WDIA Services equal to or in excess of the amount of the guarantee; and

19.5.2 the debts are not subject to dispute; and

19.5.3 OLO has been formally notified of CBL's intention to present the guarantee.

19.6 CBL may seek a new bank guarantee once it has presented a bank guarantee for payment.

20 Intellectual property rights

20.1 Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party.

20.2 For the purposes of this clause "Intellectual Property" means whatever trademarks, (registered or not) inventions, patents (both registered and unregistered), copyrights, registered and unregistered designs, know-how and other intellectual property vesting in a Party by the operation of law.

21 Notices

21.1 All notices provided for in this Agreement shall be in writing and shall be delivered to the relevant contact persons nominated for various purposes in Schedule 1 - Contact Details from time to time.

21.2 Written notices shall include paper-based writing and electronic means of written communication such as writing communicated by facsimile (fax) and electronic mail (e-mail).

21.3 The Party receiving a notice pursuant to this Agreement shall confirm receipt of the notice within 24 hours of such receipt. The manner of confirmation shall be the same as that used for the notice, whether paper-based or electronic.

21.4 If the Party sending a notice pursuant to this Agreement does not receive an acknowledgement within the timescale set out in Clause 21.3, it shall deliver a copy of the notice by hand to the address of the relevant contact person and obtain a receipt for the notice. This receipt shall be sufficient proof of the delivery of the notice.

22 Limitation of liability

22.1 Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent electronic communications operator in performing its obligations under this Agreement.

22.2 Subject to Clause 22.3, if a Party is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to B\$1,000,000 for any one event or series of connected events and B\$2,000,000 for all events (connected or unconnected) in any period of 12 calendar months.

22.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused, unless otherwise explicitly provided for in this Agreement.

22.4 Each provision of this Clause 22 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

22.5 The provisions of this Clause 22 shall not apply to proven willful or illegal acts undertaken by a Party, including (but not limited to) misconduct, gross negligence, criminal activity, fraud and deliberate acts of sabotage.

22.6 The provisions of this Clause 22 will apply even after this Agreement has ended for any reason.

23 Severability

23.1 If any term, condition, agreement, requirement or provision contained in this Agreement is held by any court (including URCA, the UAT or any other relevant body) having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the Parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all the other terms and conditions set out in this Agreement.

24 Assignment of rights and obligations

24.1 Subject to Clause 24.2, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

24.2 Subject to Clause 24.4, no consent is required under Clause 24.1 if the OLO assigns its rights, benefits or obligations under this Agreement (in whole or in part) to an associated company provided that such associated company shall have had a licence granted to it to operate the Network of the assigning Party.

24.3 Subject to Clause 24.4, no consent is required under Clause 24.1 if CBL assigns its rights, benefits or obligations under this Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network or to an associated company provided that such successor or Associated Company shall have had a licence granted to it to operate the Network of the assigning Party.

24.4 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee agrees in writing to be bound by the provisions of this Agreement.

25 Whole agreement

25.1 This Agreement constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and, unless otherwise agreed in writing between the Parties, supersedes all previous agreements, understandings, representations or warranties whatsoever, whether oral or written. The Parties acknowledge and agree that in addition to this Agreement both Parties are legally bound by regulatory measures and legislative enactments governing the electronic communications sector pursuant to the statute laws of the Commonwealth of The Bahamas.

26 Variation

26.1 No addition to or variation, consensual cancellation or novation of this Agreement no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the Parties or their duly authorized representatives.

27 Relaxation

27.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other on any occasion in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by either Party, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party’s rights in terms of, or arising under, this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term of this Agreement.

28 Necessary approvals and consents

28.1 Each Party warrants to the other Party that it has the necessary rights, licences and authorities to enter into and perform its obligations in terms of this Agreement.

28.2 Each Party agrees to indemnify the other Party against any loss, claim, expense, damage or action, suffered or sustained by such other Party pursuant to a breach by such indemnifying Party of its warranty in terms of Clause 28.1, notwithstanding anything to the contrary contained in this Agreement.

29 Governing law

29.1 The law governing this Agreement shall be the laws 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 CBL

For and on behalf of OLO

Signed

Signed

Name

Name

Title

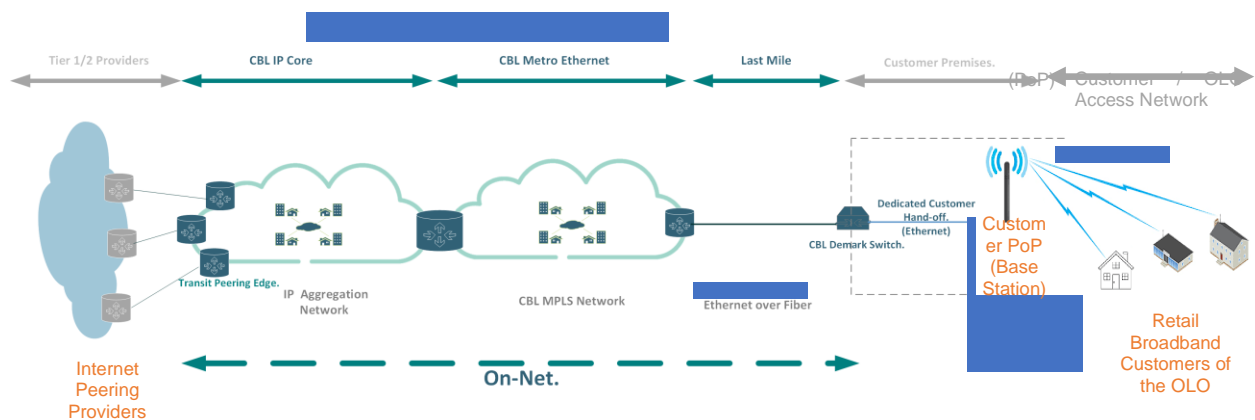
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Annex A – Service Schedule

Service definition

A.1 CBL’s Point of Presence Wholesale Dedicated Internet Access (WDIA) is a dedicated, non-oversubscribed Internet access that is delivered as a symmetrical bandwidth offering on fiber-based Ethernet local loop from a CBL Point of Presence to the OLO’s Point of Presence. The WDIA service is offered with a robust Service Level Agreement (Annex G) to guarantee:

- Bandwidth
- Availability
- Performance
- Installation time.



The WDIA service ends at the OLO facing demarcation switch.

Service characteristics

A.2 The WDIA services is differentiated from other CBL Internet and connectivity offerings by these five (5) characteristics.

A.2.1 **Dedicated connections:** The WDIA Service is delivered from an Ethernet port on the CBL network that is dedicated to a single OLO. Ethernet ports are available in following options:

Available Network Access Ports	
Port Type	Bandwidth Options
Fast Ethernet	10 - 100Mbps
Gigabit Ethernet	10-1000Mbps
10 Gigabit Ethernet	1000-2000Mbps

A.2.2 **Symmetric upload and downloads speeds:** WDIA is offered as a tiered service with pre-determined bandwidth profiles. For any selected profile the bandwidth is provisioned as equal transmit and receive data rates.

A.2.3 **Guaranteed bandwidth:** In the last-mile the dedicated service port allocated to an OLO delivers a circuit without contention in the access layer. Additionally, across CBL MetroEthernet and IP Core Network the WDIA is delivered as a best effort service, meaning there are no built-in support or configuration for traffic classification and prioritization. CBL instead, provides a high-quality service over a best-effort network by provisioning the network capacity so there is sufficient bandwidth for the expected peak traffic

loads resulting in the absence of congestion on-net from the OLO's port to the peering edge of CBL's network.

A.2.4 Routing protocol: WDIA is a Layer service and as such for each WDIA circuit CBL establishes an IP interface within its Metro Ethernet network facing the OLO's equipment. As a minimum CBL will assign a globally routed IPv4 prefix with a prefix length of 31 or 30 bits (/31 or /30). For higher tier circuits larger prefixes may be made available. Static routing is CBL default DIA routing protocol. CBL, also provides the option for BGPv4 routing on request from customers. Additionally IPv6 prefix allocation and routing is available on customer request.

A.2.5 Service Level Agreement: CBL Dedicated Internet Access circuits are delivered with a significantly better guaranteed response time than CBL shared business or broadband Internet connections. CBL typically provide a 2-hour guaranteed response time for WDIA trouble tickets and a 24-hour guaranteed response time for shared Internet connection trouble tickets. CBL's WDIA installation target is 20 Working Days from the receipt of a service order. **Error! Reference source not found.** provides further detail regarding service levels.

Equipment

A.3.1 CBL will provide the Demark Switch shown in the diagram above. This consists of a router, which is to be housed in a secure locked cabinet provided by CBL in or close to the OLO's telecommunications equipment. It will be owned and maintained by CBL.

A.3.2 The OLO must, at its own cost, provide suitable space for the Demark Switch, a sufficient power supply, supplemented by a UPS or generator, and, if required, adequate air conditioning. The OLO will bear the costs of any adaptations to its premises necessary to house and operate the Demark Switch.

A.3.3 The OLO must provide access for CBL staff to install, maintain, test, inspect, alter or replace the equipment on CBL's request. The OLO's staff or contractors shall not interfere with the Demark Switch, and shall inform CBL of any such interference or of any problems likely to affect its performance and security.

A.3.4 If the WDIA Service on the Route supported by the Demark Switch is terminated, the OLO will provide CBL with access for its removal, and CBL may enter the premises where it is located and remove the Demark Switch. CBL may alternatively require the OLO to return the equipment to it at the OLO's expense. CBL will not be responsible for any alterations or redecorations required to the OLO's premises resulting from the removal of the Demark Switch.

Service restrictions

A.4 The WDIA Service is provided by CBL subject to the following restrictions.

A.4.1 CBL will sell the WDIA service only to operators with a licence from URCA to provide public electronic communications services in The Bahamas.

A.4.2 OLOs must not use the WDIA service to self-supply, that is to provide retail services only to the OLO or its related organisations. It must be used to provide services to more than one of OLO's retail customers, they being separate legal entities from the OLO and not under its control.

A.4.3 The WDIA service shall only be used as a direct input to the provision of retail broadband access services, and the OLO must add other network elements, including its own access network, in order to provide retail services to its customers.

A.4.4 The OLO may not resell the WDIA service by itself to other OLOs or retail customers.

A.4.5 The OLO shall not exceed the capacity that it has purchased for a particular Route. At the request of CBL, it shall either purchase additional capacity or reduce its capacity usage. If the OLO fails to carry

out these measures (or others agreed with CBL), CBL may suspend or terminate the provision of the Service or the Route under Clauses 13 and 14.

A.4.6 The OLO's PoP shall not be located on the premises of the retail customer. CBL reserves the right to inspect upon reasonable notice the OLO's PoP-based WDIA connection.

A.4.7 The OLO must ensure that its operations and its Customers comply with CBL's Acceptable Use Policy for Business Internet, as published on CBL's website at:

<https://www.rev.bs/acceptable-use-policy-for-business-internet/>

and amended from time to time.

A.4.8 The WDIA Service must only be used for lawful purposes, and the transmission of any material or information arising from the OLO's use of the WDIA Service (which includes OLO's Customers' use of the internet over the WDIA Service) must not violate any applicable law or regulation of The Commonwealth of The Bahamas.

Annex B – Ordering Processes

Pre-ordering process

B.1 Before the OLO can order a WDIA route, it is required to validate with CBL that the PoP it is requesting service for is eligible for the WDIA Service, and under which conditions. This is the aim of the pre-ordering process.

B.2 This process is described in the figure below.

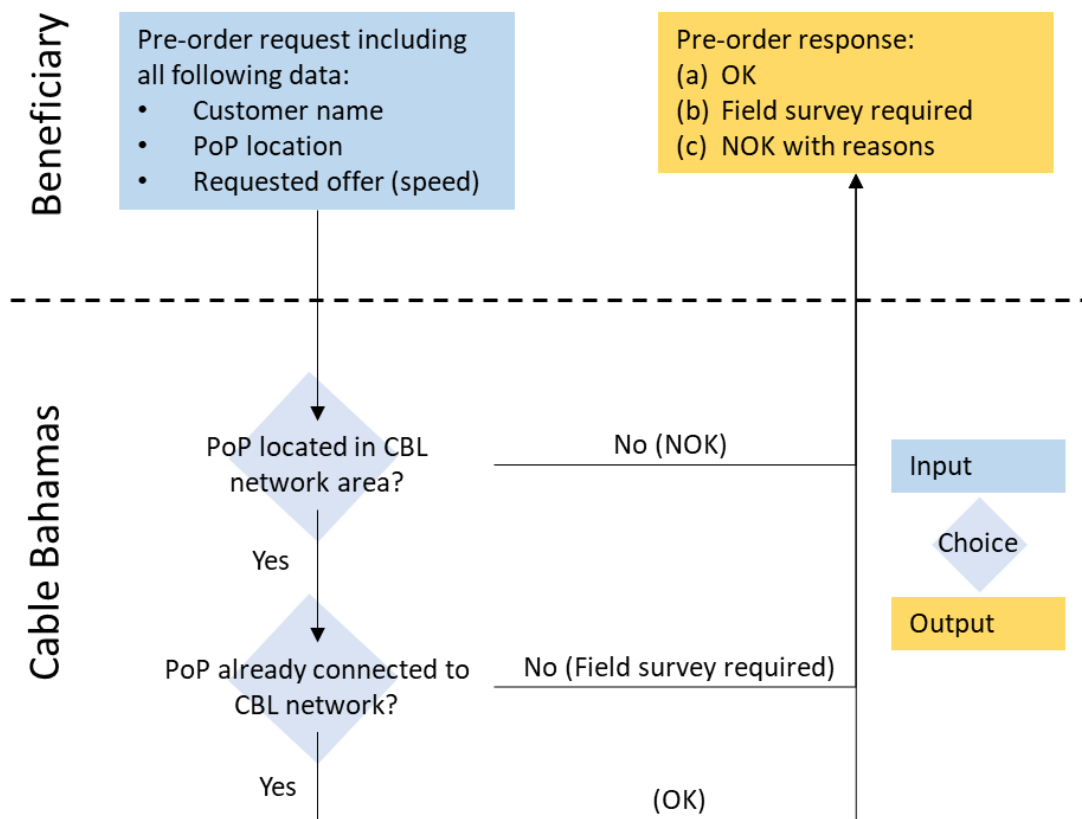


Figure B1 Overview of the key steps of the pre-ordering process

B.3 The initiation of this process is a pre-ordering request, which will include the following information:

- (i) OLO’s name
- (ii) OLO’s identifier – this identifier will be one of the following: current cable account number, OLO’s landline phone number, OLO’s address (unique street address/name with house/apartment number)
- (iii) Requested offer – this corresponds to the WS DIA product requested by the OLO, including the PoP location it is to be delivered to
- (iv) Confirmation that OLO has signed a WDIA Agreement with CBL.
- (v) Confirmation that the OLO will use the WDIA route being ordered as part of a retail service being provided to its retail customers, that it will add other network elements in order to provide the retail service, and that the OLO’s POP will not be located on the premises of its retail customers.

B.4 After processing the information provided by the OLO, CBL will revert with the following possible responses:

- (i) OK – in this case, the order falls under the “Category A” install, which requires no field intervention from Cable Bahamas. The OLO 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 PoP location under the “Category B” install. The OLO may therefore proceed to a field survey that will provide a quotation for the cost of the install.
- (iii) NOK – The PoP for which the OLO requests a connection is not within a reasonable distance of CBL’s network, i.e. outside CBL’s network area.

B.5 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.

B.6 CBL may request the OLO to provide additional information, including any needed to verify that provided under clause b(v) above. CBL reserves the right to inspect upon reasonable notice the proposed location for the PoP.

B.7 CBL’s internal target time for completion of the pre-ordering process is (5) five Working Days or less.

Field survey process

B.8 If CBL considers that a field survey is required to assess the feasibility, the type of work required and the associated ancillary costs of the proposed WDIA route, it will provide the OLO with an estimate of the cost of the field survey (if any). If the OLO agrees to proceed with a field survey, CBL will initiate the field survey process, as summarised below.

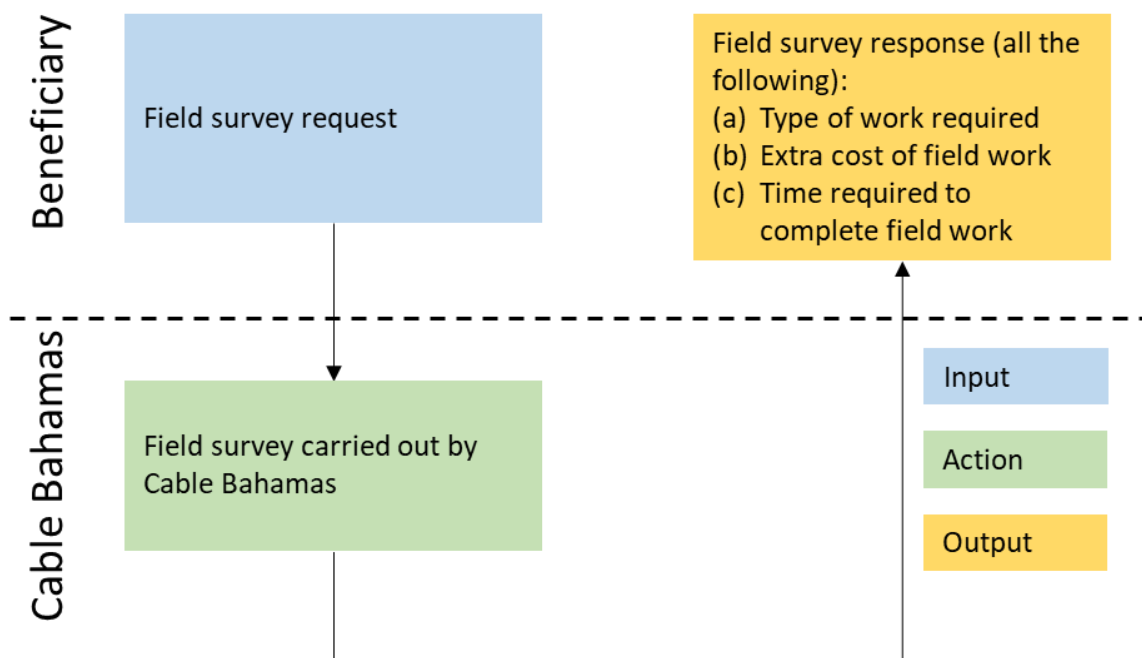


Figure B2 Overview of the key steps of the field survey process

Ordering process and installation

B.9 After a mandatory pre-order and, if required, a field survey, the OLO may proceed with the ordering process. The initiation of this process is an ordering request, which will include the following information:

- (i) OLO name

- (ii) OLO identifier – this identifier will need to be one of the following: current cable account number, OLO’s landline phone number, OLO’s address (unique street address/name with house/apartment number).
- (iii) Requested offer – this corresponds to the WS DIA product requested by the 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.

A sample Service Order Form is shown in the next section.

B.10 Upon receipt of this request, CBL will carry out the field work (if required by field survey and accepted by the OLO). The OLO will receive a response including CBL’s charges for installation and the effective activation date, as well as technical details of the provisioned service.

B.11 CBL’s internal target time for completion of the installation process is twenty one (21) Working Days or less.

B.12 The OLO is required to pay for any field survey charges, any installation charges and the first month’s charges in advance, and before the installation of a new WDIA Route takes place.

Change in capacity

B.13 The OLO may request an upgrade or downgrade of the capacity on a Route at any time by contacting its CBL carrier sales team.

Termination of WDIA Route order

B.14 OLO may terminate a WDIA Route at any time by giving CBL sixty (60) Working Days’ notice in writing unless agreed otherwise. The minimum term for a WDIA Route is for one (1) year commencing upon completion of installation.

Sample Service Order Form

Sales Person Contact Information	
Date Created:	
Sales Contact:	
Telephone #:	
Email:	
Ticket #:	

Cable Bahamas Ltd.
 Robinson Road
 P.O. Box CB-13050
 Nassau, Bahamas
 VAT TIN 10000450

General Customer Information	
Customer Legal Name:	
Account Number:	
Name of Contact:	
Address:	
PO Box, City/State:	
Tax Identification Number (TIN):	
Telephone:	
Mobile:	
E-Mail:	
E-Billing Contact (Statements will be sent via email)	
Name of Contact:	
Mobile:	
E-mail:	

Pricing Information:

Category	Product	Location: Account ID	Qty	Monthly \$	Discount \$	Total
REVON	Fiber [x] Mbps	Street Address				

Category	Product	Location: Account ID	Qty	Install Cost	Discount \$	Total Install
Install Fees	Fiber Installation	Street Address				

Comments:	Total Monthly Charges before VAT =	
	VAT 12.00 %	
	Total Net Monthly Charges =	
	Total Install Charges before VAT =	
	VAT 12.00 %	
	Total Net Install Charges =	
Customer to provide copies of Business License, VAT Certificate and Valid ID for person signing this Agreement.	Security Deposit =	
	Amount Due at Signature =	

All costs are subject to 12.0% Value Added Tax.

Tier 1 Commercial Support (Trouble Ticket Creation 24/7)	
Telephone: 242-601-8910	commercialsupport@cablebahamas.com
Billing/Statement Inquiries	customersupportspecialist@cablebahamas.com

Term

The term (the "Term") of the agreement will be for one (1) year commencing upon completion of installation and shall be automatically renewed for successive further terms of one (1) month each unless either party notifies the other in writing at least sixty (60) days before the end of the original term or any renewal term then in effect of its intention not to have the term extended beyond the original term or renewal term then in effect.

Acceptance

Customer is responsible for full payment for services rendered according to the schedule above within twenty (20) days for the month billed. This Service Order Form 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 thereof. Cable Bahamas undertakes to utilize the latest technology to deliver services and maintain its network, in an effort to protect the Customer from technological obsolescence.

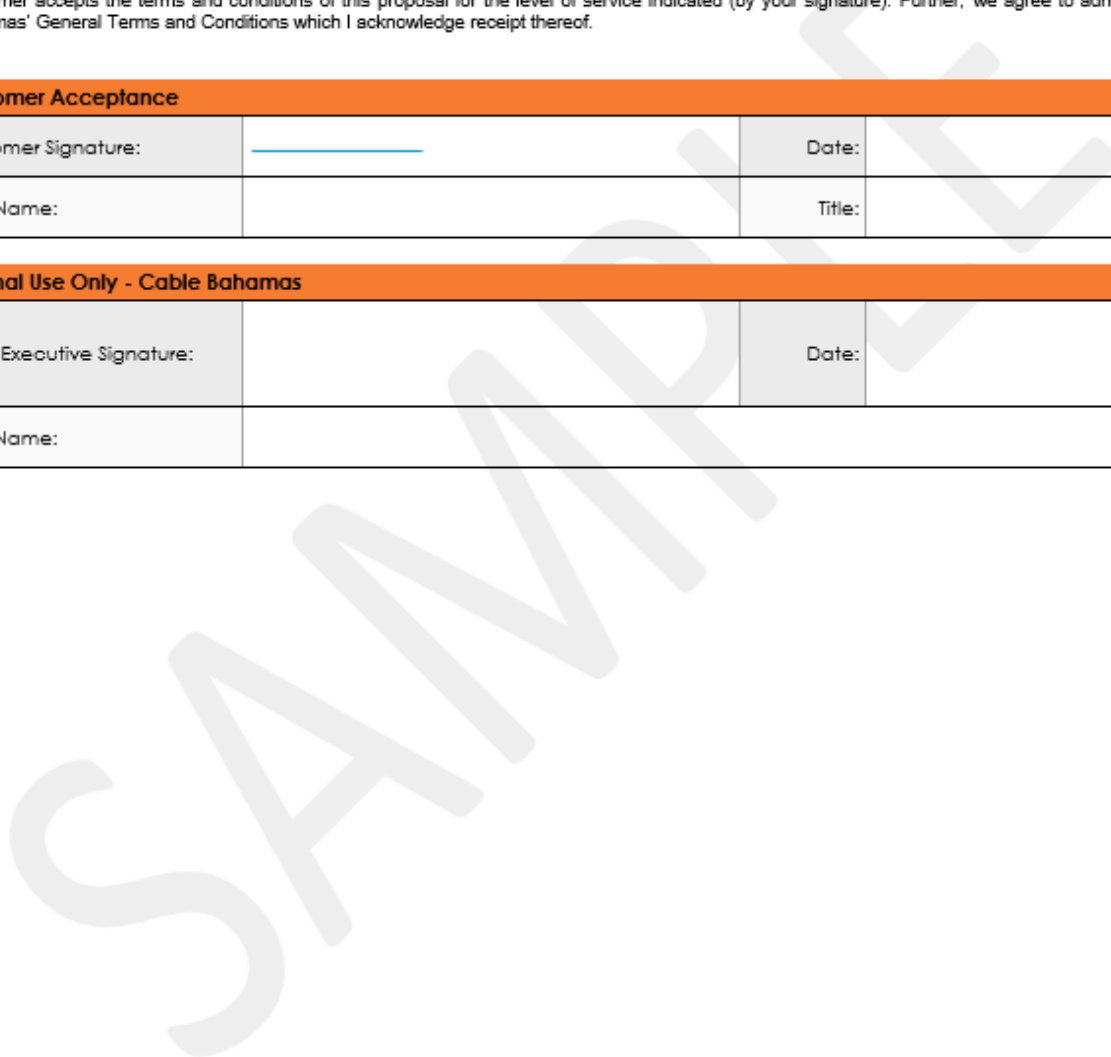
Customer accepts the terms and conditions of this proposal for the level of service indicated (by your signature). Further, we agree to adhere to Cable Bahamas' General Terms and Conditions which I acknowledge receipt thereof.

Customer Acceptance

Customer Signature:	_____	Date:	
Print Name:		Title:	

Internal Use Only - Cable Bahamas

Sales Executive Signature:		Date:	
Print Name:			



Annex C – Operations and Maintenance

Introduction

C.1 Cable Bahamas provides 7/24/365 customer support to commercial customers for all service impacting problems.

Incident priority definitions

C.2 **Emergency:** CBL’s services are "down," and there is a critical impact to the OLO’s operations. The OLO and CBL will commit all necessary resources around the clock to resolve the situation.

C.3 **Urgent:** Operation of CBL’s services are degraded, or certain aspects of the OLO’s business operations are negatively affected by inadequate performance. The OLO and CBL will commit full-time resources during normal business hours to resolve the situation.

C.4 **Standard:** Operational performance of the OLO’s service is not impaired, business operations remain functional or the OLO requires information or assistance with CBL’s product capabilities, configuration, or installation. The OLO and CBL will commit resources during normal business hours to restore service to satisfactory levels.

C.5 **Normal Business Hours** means 7:00 a.m. to 10:00 p.m. Monday through Friday. After- hours means all other times including Saturday, Sundays and legal holidays. Only calls defined as priority 1 will receive immediate after-hours support. Priority 2 and 3 calls will be deferred until the next business day.

Escalation Procedure

C.6 CBL strives to resolve all problems in the fastest manner possible. The following is a guideline for escalating a problem through CBL’s Management. The OLO is free to accelerate through this list based upon the defined Priority and Level for urgent situations. In all instances, the OLO should have the relevant account number and/ or ticket number available for faster service. The contact details of the relevant CBL staff are provided in Schedule 1.

Escalation	Emergency	Urgent	Standard
Level I	30 minutes	2 hours	8 hours between - 0800-1800hrs
Level II	1 hour	4 hours	16 hours between 0800-1800hrs
Level III	2 hours	6 hours	24 hours between 0800-1800hrs
Level IV	4 hours	8 hours	36 hours between 0800-1800hrs
Level V	8 hours	16 hours	48 hours between 0800-1800hrs
Level VI	12 hours	24 hours	72 hours between 0800-1800hrs

Trouble reporting

C.7 CBL’s Business Services Technical Support personnel are present twenty-four (24) hours per day, seven (7) days per week, year round basis (“**24x7**”). Upon receipt of a call from an OLO who has experienced any type of service problem, personnel will open a trouble ticket and will request and record the following information:

1. OLO name.
2. Name and title of person reporting the fault.
3. Call back number of the person reporting the fault.
4. Time of fault.
5. Account number and circuit identification on which the fault is occurring.
6. Symptoms of fault.

C.8 In addition, the OLO will also be asked to confirm that they have checked their own equipment including power and other equipment interfaces. After all the information has been recorded in the Trouble Ticket Management System (“HEAT”), the caller 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.

Maintenance on CBL’s network (emergency and planned maintenance)

C.9 Emergency maintenance is defined as immediate maintenance action required to address a service impacting event, CBL will strive to notify the affected OLOs.

C.10 Planned maintenance can be initiated for any of the following reasons:

- preventive maintenance;
- scheduled repairs;
- equipment upgrades; or
- circuit configuration change.

C.11 CBL will strive to provide ten (10) days advanced notification for any planned maintenance activities that will affect a WDIA route via electronic form (email). CBL will request the OLO to acknowledge receipt of this notification. If CBL receives no acknowledgement from the OLO after two (2) Working Days, this will be construed as acknowledgement of receipt of the email notice and agreement for CBL to proceed forward with the planned maintenance. The objective of advanced notification is to give the OLO a suitable amount of time to prepare for the scheduled planned maintenance activity. Additionally, notification is used to facilitate the staging of technicians and equipment.

Annex D – Billing

Invoicing process

D.1.1 CBL will invoice the OLO for the WDIA Service in advance for each billing period. The billing period will be quarterly, with invoices issued at the start of April, July, October and January. For the first invoice, the billing period will be from the start of the service until the end of the following quarter. The OLO is required to pay for any field survey charges, any installation charges and the first month's charges in advance, and before the installation of a new WDIA route takes place.

D.1.2 CBL shall issue to the OLO at the start of each billing period an invoice in writing or in such electronic form as may be agreed from time to time or, if agreed between the Parties, by facsimile transmission on the date of issue of the invoice followed by a paper copy via post.

Payment process

D.2.1 The OLO shall pay the amount of the invoice no later than twenty (20) Working Days from the date of receipt of the relevant invoice (the Due Date). For the avoidance of doubt, the OLO shall pay this amount to CBL regardless of whether the OLO has received payment from its own Customers.

D.2.2 In addition to exercising any rights CBL has at law or under this Agreement, where an undisputed amount is outstanding and remains unpaid for more than thirty (30) Calendar Days after it is due for payment, CBL reserves the right to take action, upon notice to the OLO, to recover any such amount as a debt due to CBL. CBL will notify the OLO of its intent to take action at least five (5) Working Days before doing so.

D.2.3 If the OLO has failed to pay an undisputed amount for more than forty five (45) Calendar Days after the Due Date, CBL reserves the right to suspend or terminate this Agreement. CBL will give the OLO five (5) Working Days' notice of any suspension, and charges will still apply during this notice period and during any suspension. If the OLO fails to pay the outstanding debt after the suspension notice has been served, CBL may terminate this Agreement on a further 5 Working Days' notice. CBL will then pass the account to a collection agent and legal action may be taken to recover the unpaid debt. The OLO will be liable for all outstanding charges, late payment fees and the costs of any debt collection or legal action.

D.2.4 Payments are deemed to be received on the date the payment is received by CBL, unless the payment is subsequently dishonoured, in which case, payment is deemed not to have been received until cleared funds are received by CBL, together with all dishonoured fees and charges.

D.2.5 If the OLO does not pay a sum payable by the Due Date, CBL may charge a penalty on the amount from time to time outstanding in respect of that overdue sum for the period OLO (both before and after judgement) in accordance with this clause. The OLO agrees to pay the penalty on demand.

D.2.6 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 CBL, CBL may add the amount of such penalty to its next invoice.

Billing representatives

D.3.1 Enquiries relating to billing, collection 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.

D.3.2 Either Party may at any time nominate another billing representative, provided that ten (10) Working Days' prior notification of such appointment is given.

Billing Disputes

D.4.1 Where the OLO disputes the invoice of CBL, the OLO shall send a written “Notice of Dispute” within ten (10) Working Days of the date of receipt of the disputed invoice to CBL’s Billing Representative. 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.

D.4.2 The Notice of Dispute must:

- clearly identify which aspects of the invoice being disputed;
- state the specific reason(s) for the Dispute
- provide any evidence available to support the Dispute.

D.4.3 The Parties shall endeavour to settle amicably any such billing Dispute and shall use reasonable efforts to agree upon an escalation procedure. If the Parties fail to resolve the billing Dispute for any reason, a Party may initiate the relevant dispute resolution procedures in Annex E – Dispute Resolution.

Annex E – Dispute Resolution

General process

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

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

E.1.3 Billing disputes should be resolved according to the provisions of Clauses D.4.1 – 4.3.

E.1.4 Nothing in this Annex shall reduce the Parties’ rights to redress under the laws of The Bahamas.

E.1.5 The Parties shall continue to be bound by the obligations in this Agreement while any dispute between them is being resolved by the processes set out in this Annex F – Dispute Resolution.

E.1.6 Notwithstanding any provision of this Annex either Party may at its sole discretion at any time refer any dispute directly to URCA for determination without following the escalation procedure set out in this Annex.

Escalation of disputes

E.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 Interconnection Services and on Customers warrants such accelerated escalation.

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 this Agreement, including disputes arising in the course of negotiations to change or amend this Agreement
4.	Chief Executive level - involving the CEOs of each Party	All disputes associated with the implementation of this Agreement, including disputes arising in the course of negotiations to change or amend this Agreement.
5.	Independent third party including URCA or UAT	Disputes that the Parties cannot resolve requiring, in the view of one or both of them, the involvement of an independent Arbitrator, Mediator, URCA or UAT.

Resolution of Disputes at Chief Executive level

E.3.1 Either Party may escalate a Dispute to the Chief Executive level if it appears that there is little likelihood of middle and senior management (stages 2 and 3) resolving the matter and where the gravity and potential impact of the Dispute on the timely provision of Infrastructure Sharing Services warrants such an escalation.

E.3.2 The Chief Executives or their nominees shall adopt whatever process for examining and, if possible, resolving the Dispute as appears to them to be appropriate having regard to the nature and complexity of the issues associated with the Dispute and its possible means of resolution.

Independent arbitration and mediation

E.4.1 Should the Chief Executives of the Parties or their nominees fail to reach unanimous agreement in the determination of any Dispute referred to them as in Clause E.3, the Parties undertake to meet promptly and consider whether or not the Dispute should be referred to arbitration, mediation, or to URCA. 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 E.4, and either Party

E.4.2 If, within a period of five (5) Working Days of meeting pursuant to Clause E.4.1, the Parties fail to reach agreement in writing to refer the Dispute to arbitration or mediation, or if the Chief Executives or their nominees fail to arrange a meeting within ten (10) Working Days of an escalation of the Dispute under Clause E.3.1, or if the Parties so agree, either Party will be entitled to commence litigation proceedings against the other Party or to refer the Dispute to URCA under Clause E.5.

E.4.3 Notwithstanding anything to the contrary contained in this Clause E.4, neither Party shall be precluded from obtaining interim relief from a court of competent jurisdiction (including URCA) pending the decision of an Arbitrator or Mediator appointed pursuant to this Clause E.4. 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 or Mediator and each other within ten (10) Working Days of the referral.

E.4.4 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 Arbitrators shall be final and binding and may be made an order of court.

E.4.5 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 E.4.3 – E.4.4, 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.

E.4.6 The Parties agree to keep the arbitration or mediation, including the subject matter of the arbitration or mediation and the evidence heard and/or submitted during the arbitration or mediation, confidential and not to disclose the arbitration or mediation, its subject matter and the evidence heard and/or submitted 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.

Reference of Disputes to URCA or to UAT

E.5.1 If the Chief Executives agree that a Dispute should be referred to URCA or to UAT under Clause E.4.1 above, both Parties shall refer the Dispute to URCA or to UAT under URCA's Alternative Dispute Resolution Scheme. If the Chief Executives fail to resolve the Dispute after completing the process adopted under Clause E.3.2, either Party may refer the Dispute to URCA or to UAT. The Parties shall follow the processes and timescales set out by URCA for its Alternative Dispute Resolution Scheme.

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Annex F – Price List for WDIA Service

Recurring charges

Bandwidth (Mbps)	Monthly charge (BS\$)
200	4,856
350	8,354
500	11,853
750	17,684
1000	23,514

F.1 CBL may amend these prices from time to time, and shall give the OLO at least twenty (20) Working Days' notice of any price changes. If the price is regulated by URCA, any price change approved by URCA shall take place on the date mandated by URCA.

One-off charges

F.2 CBL charges a one-off installation fee based on connection cost estimates following a field survey. The installation fee typically covers e.g. drop wiring and a demarcation switch and the field survey process. The installation fee is bespoke, and CBL will provide the OLO with an estimate of the fee under Clause B.10.

F.3 All prices are expressed exclusive of any VAT or sales tax or other tax imposed by law.

Annex G – Service Level Agreement

Availability

G.1.1 **Objective:** During any calendar month, the WDIA Service will be available 99.95% of the time.

G.1.2 **Definition:** CBL's Services will be "unavailable" if:

(i) CBL's infrastructure fails to respond to standard ICMP or SNMP requests issued by CBL's internal monitoring system, or

(ii) such Services are identified as unavailable via phone call or there is declared service outage and in such cases subsequent trouble shooting protocol provides confirmation of such unavailability.

G.1.3 **Service outage:** means a period, in excess of the initial five (5) minutes of a particular service interruption, during which there is a break in transmission that is promptly reported by the OLO to Cable Bahamas and confirmed by CBL's Network Operations Center. A break in transmission is signaled by the first of ten consecutively severely errored seconds ("SEs"), and the end is signaled by the first of ten consecutive non-SEs. A SE is a second with a bit error ratio of greater than or equal to 1 in 1,000. This is an ITU Standard (G.821) for the definition of a SE.

G.1.4 **Bit Error Rate** means the number of bits received in error compared to the total number of bits received. Bit Error Rate is generally stated as a number to the power of 10.

G.1.5 **Measurement:** means the total number of minutes in a month period during which there is no Service Outage, divided by the total number of minutes in the month, expressed as a percentage, subject to the exclusions defined below. CBL will proactively measure, without the requirement of OLO notification, the "unavailability" of Services from the time of such unavailability until the time responsiveness to standard ICMP or SNMP requests issued by CBL's internal monitoring system is restored.

G.1.6 **Resolution:** A Service Outage is concluded when CBL makes a reasonable determination that the Service is restored and has either contacted the person designated by the OLO as being the person to contact in the event of a Service Outage /restoration or has tried but been unable to contact the person designated by the OLO as being the person to contact in the event of a Service Outage /restoration.

G.1.7 **Remedy:** If Services are not available in accordance with the Objective, CBL will issue a credit to the OLO in an amount equal to 1/30th of the recurring base monthly fee paid by the OLO for the affected Services for the then current month for each half hour (or portion thereof rounded to the next half hour) of the cumulative duration of such unavailability during such month. In addition, CBL shall provide a root cause analysis to the OLO to identify the steps to rectify in the future. In no event will the aggregate amount credited to the OLO under this SLA in any calendar month exceed the recurring base monthly fee paid by the OLO for such affected Services for such month.

Network latency

G.2.1 **Objective:** During any calendar month, the average round trip latency between any two agents within the CBL IP network will not exceed twenty (20) milliseconds.

G.2.2 **Definition:** Latency is defined as the round trip time it takes for a data packet to travel between two agents within the CBL IP network. The term "**Agents**" refers to passive devices that are located in every facility containing CBL service delivery infrastructure. Each Agent is placed on that facility's network infrastructure to take measurements across such IP network.

G.2.3 Measurement: CBL will proactively measure, without the requirement of the OLO notification, latency based on polling by its network monitoring agents every minute and averaging latency of all monitoring samples during every 24-hour period.

G.2.4 Remedy: If average monthly latency is greater than the Objective above for any particular month, CBL will issue a credit to the OLO for such month in an amount equal to 1/30th of the recurring base monthly fee paid by Customer for the affected Service for such month for each 24-hour period affected. In no event will the aggregate amount credited to the OLO under this SLA in any calendar month exceed the recurring base monthly fee paid by the OLO for such affected Services for such month.

Support

G.3.1 Objective –CBL will respond to the OLO’s requests for technical support with respect to CBL’s Services according to the following severity levels of support situations:

G.3.2 Emergency Support refers to situations when Services are unavailable (as defined in Section A - Availability). CBL will respond by phone to all requests for Emergency Support within 15 minutes.

G.3.3 Urgent Support refers to situations when Services are accessible, but functioning improperly or at a degraded state of performance (e.g., time outs or slow response), as determined by CBL. CBL will respond to all requests for Urgent Support within one hour.

G.3.4 Standard Support refers to situations when Services is accessible and is functioning properly and optimally, but the OLO requires information or assistance of some kind or desires to schedule maintenance. CBL will respond to all requests for Standard Support within 24 hours.

G.3.5 Measurement – CBL’s Response Time will be measured from the time an internal alarm records an incident or from the time that the OLO calls or emails formally to open an incident for the applicable support request to the time of attempted first contact with the OLO pursuant to defined escalation procedures.

G.3.6 Remedy – If during any calendar month, CBL fails to respond in accordance with the applicable objective above for the particular support situation, upon the OLO’s request, CBL will issue a credit in the amount of BSD \$50 for each such failure during such month. In no event will the aggregate amount credited to the OLO under this SLA and any other SLAs covering the affected Services in any calendar month exceed the recurring base monthly fee paid for such affected Services for such month.

Service Level Objectives

Network Availability	Cable Bahamas Ltd. Minimum Target
Monthly Availability	99.950%
Formula for calculating availability	$\frac{\text{Uptime Minutes} \times 100}{\text{Monthly Minutes}}$ 1
Max Latency, end to end (on-net)	20 ms
Max Jitter, end to end Jitter	< 5 ms
Packet Loss	< 0.01% within a one second interval
Committed Guaranteed Bandwidth (of access speed)	95%
MTTR (repair) measured from when the failure is reported to and confirmed by the Cable Bahamas Network Operations Center.	4 hours
Mean Time To Respond	15 minutes
Helpdesk Hours of Coverage	24 x 365
Monthly Service Level Reports	Provided at no charge
Availability, Incident Reports* (as required)	
Performance** (Latency, Packet Loss, Utilization)	
Service Credits	
Unavailability Period	Credit
10 mins to 4 hours	0 hours
4 hours to less than 24 hours	4 hours
24 hours and longer	Duration of Unavailability Period <i>Excluding outages caused by third parties or acts of God</i>
Maintenance Windows	CBL Minimum Target
Preventative Maintenance Notification Leadtime	10 business days Notice
Maintenance window	0200hrs to 0600hrs (Sundays, Wednesdays)

Obligations of the Parties

G.5.1 Maintenance notification: CBL will notify the OLO of any required Scheduled Maintenance to CBL's service delivery infrastructure a minimum of 10 calendar days prior to the date identified to perform the Scheduled Maintenance, except in the event of an emergency upgrade (which CBL will make as promptly as practicable as part of Emergency Maintenance), CBL will perform all Scheduled Maintenance during the Maintenance Window. CBL will use reasonable efforts to contact the OLO's technical personnel prior to performing any Emergency Maintenance to CBL's Services delivery infrastructure.

G.5.2 Access to services administration: CBL will manage all system administration and device passwords for its service delivery infrastructure; OLO will have no access to such infrastructure.

G.5.3 Bandwidth usage: CBL's Local loop and National loop services provides the OLO with a dedicated IP connection of committed data transfer capacity (as defined in the Service Order) between any two(2) points on CBL's network. CBL's Direct Internet provides the OLO with IP transit service to the Internet on best effort basis.

G.5.4 IP Numbers and Addresses: CBL shall maintain and control ownership of all IP numbers and addresses that may be assigned to the OLO by CBL and CBL reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses; provided, however, that (a) CBL will provide the OLO with at least thirty days prior written notice of any such change or removal and (b) the OLO agrees to provide CBL with all reasonably requested assistance to effect any such change or removal.

G.5.5 Authorized personnel and escalation: the OLO shall also provide to CBL in Schedule 1 (and keep current) via CBL portal:

(a) a list of personnel that are authorized to act on behalf of the OLO in connection with the Services (the “**Authorized Access List**”), including requesting any changes to or any support in connection with such Services, and

(b) escalation procedures and information within the OLO’s organization for resolving matters related to the Services. Only persons on the Authorized Access List may open trouble tickets with respect to the Services or otherwise obtain support or other information from CBL support concerning such Services. If CBL’s personnel or systems are unable to reach the contacts as set forth in the authorized access list, CBL will escalate its notification according to instructions set forth in the OLO-provided escalation procedures.

G.5.6 Report of service failures and device changes: the OLO shall make reasonable efforts to report to CBL’s support team all suspected failures of the Services. At the time of such reporting, CBL support may require the OLO to provide information to aid CBL’s diagnosis and resolution efforts, including without limitation

(a) the name and contact information of the reporting person

(b) symptoms of the suspected failure

(c) any testing done by the OLO with respect to the suspected failure

(d) whether the affected Services may be temporarily suspended by CBL for testing purposes.

The OLO shall promptly notify CBL if it makes any changes to its device(s) operating within CBL’s Services delivery infrastructure that may require CBL to modify any then present configurations of such Services. CBL shall be entitled to invoice the OLO, and the OLO hereby agrees to pay, additional charges associated with all such CBL modifications.

General terms and exclusions

G.6.1 Credits are applied to OLO invoices only and apply to the particular Service experiencing the outage. Credit shall not include credits on any other monthly recurring charges charged to the OLO for any other service. Credits are not assignable or transferable.

G.6.2 Credits are only available for less than the specified Network Availability and shall only be granted for an interruption that is greater than 30 minutes.

G.6.3 No credit is granted for an interruption of less than 30 minutes or for an interruption caused by failure of commercial power, failure of public network facilities to which the service may be connected.

G.6.4 Maximum credit during any one month period is a one-time credit equal to 100% of the Monthly Fee for the next month with respect to the affected Segment.

G.6.5 To receive a credit, the OLO must notify Cable Bahamas in writing and request such credit within 30 days after the end of the relevant 6-month period.

G.6.6 All Service Outage measurements exclude Service unavailability caused by third parties, (i.e. cable cuts or damage or impairment caused by third parties), the OLO or others authorized by the OLO, the OLO and the OLO’s equipment and inside wiring, scheduled maintenance and/or Force Majeure Events beyond the reasonable control of Cable Bahamas including, but not limited to, acts of God, government regulation, labor strikes, national emergencies etc..

G.6.7 No credit is granted for degradation/loss of Internet service due to upstream provider failures or general Internet routing failures beyond the control of Cable Bahamas or caused by third parties, the OLO or others authorized by the OLO.

G.6.8 Terms used in this Service Level Agreement and not otherwise defined shall have the meanings set forth in Annex H or in Cable Bahamas' Terms and Conditions.

G.6.9 Service outages shall not include periods in which:

- a) CBL, or its designated agent or affiliate are not afforded reasonable access to the OLO's premises to repair or restore service if such access is deemed necessary by CBL, or
- b) The OLO elects not to release the Service for testing and/or repair and continues to use the service on an impaired basis, or
- c) The OLO's use of the Service in an unauthorized or unlawful manner, or
- d) The OLO has provided inaccurate, incorrect or incomplete information to CBL.

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Annex H – Definitions

In this Agreement, the following terms shall have the meanings set out below next to those terms:

Agreement means the legal contract between CBL and the Other Licensed Operator for the provision of the Wholesale Direct Internet Access Service

Arbitrator means a person appointed under Clause E.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 this 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 13.1

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

Customer means a party which has subscribed to a Licensed Operator for the provision of an electronic communications service, but which is not, for the purposes of this Agreement, a Licensed Operator

Demark Switch means the equipment provided by CBL for the operation of the WDIA Service at the OLO's POP, as described in Clause A.3.1

Due Date means the date for the payment of an invoice, as set out in Clause D.2.1

Effective Date means the date on which the WDIA Agreement becomes effective, as identified in the preamble to Main Terms and Conditions of this Agreement

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

Force majeure has the meaning ascribed to it in Clause 15.1

Force Majeure Notice has the meaning ascribed to it in Main Terms and Conditions Clause 15.2

Licensed Operator means an organisation licensed by URCA to provide a public electronic communications service

Mediator means a person appointed under Clause E.4 to assist the Parties in resolving a dispute between the Parties

Network means a network established for the conveyance of electronic communications traffic to and from Customers

Notice of Dispute means a notice issued under Clause D.4.1

Operator means one of the signatories to this Agreement

Other Licensed Operator or "OLO" means the organisation named in the Introduction to this Agreement, being a Party to this Agreement and licensed by URCA to provide a public electronic communications service

Party or Parties means one or both of the signatories to this Agreement

Point of Presence or “PoP” means an operational site containing equipment belonging to the OLO for the purposes of providing electronic communications services to its Customers

Review Notice means a notice served under Main Terms and Conditions Clause 16 by one Party to the other requesting a review of this Agreement

Route means the WDIA Service provided from a particular Point of Presence operated by the OLO through the CBL network to the internet

Service means the WDIA Service, as described in Annex A

UAT means the Utilities Appeal Tribunal, as established by the Utilities Appeal Tribunal Act 2009, or any successor body

URCA means the Utilities Regulation and Competition Authority as established by the Utilities Regulation and Competition Authority Act 2009, or any successor body,

WDIA means the Point of Presence based Wholesale Direct Internet Access Service, as described in Annex A

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

Schedule 1 - Contact details

This schedule sets out the key contact people for the administration of this Agreement for both the Parties. This information should be kept as company confidential because it contains private mobile numbers for senior company executives.

Cable Bahamas Ltd (CBL)

Notices pursuant to Clause 21

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 Request Manager pursuant to Annex B

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)

Agreement Manager pursuant to Clause 8.2

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 pursuant to Clause D.3.1

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)

Other Licensed Operator

Notices pursuant to Clause 21

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)

Agreement Manager pursuant to Clause 8.2

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 Request Manager pursuant to Annex B

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 pursuant to Clause D.3.1

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)

CBL's contacts for fault management

ESCALATION	CONTACT	CONTACT NUMBER	Email
Level I	Business Services Technical Support		commercialsupport@cablebahamas.com
Level II	Commercial Support and Provisioning Supervisor		Taureau.davis@cablebahamas.com
	Network Operation Center NOC		noc@cablebahamas.com
Level III	Service Provisioning & Support Manager <i>LaQuell Carey</i>		laquell.carey@cablebahamas.com
	Network Operation Center Manager		
	Director Network Operations & Telecoms <i>John Kemp</i>		John.kemp@cablebahamas.com mailto:marvin.storr@cablebahamas.com
	Director Enterprise Solutions <i>Craig Pink</i>		craig.pink@cablebahamas.com
Level IV	VP Engineering & Technology <i>Chris Annesley</i>		chris.annesley@cablebahamas.com
Level V-VI	Chief Operating Officer <i>John Gomez</i>		john.gomez@cablebahamas.com
	Chief Technology Office Stephen Curran		stephen.curran@cablebahamas.com
Sales	Technical Account Manager <i>Marcus Hinsbey</i>		marcus.hinsbey@cablebahamas.com
Sales	Director of Sales <i>Charnette Thompson</i>		charnette.thompson@cablebahamas.com