



Our ref: GRCCR/GR 15.20

01 May 2014

Mr. Glen Daykin
Acting Managing Director
Information and Communications Technology Authority
PO Box 2502
3rd Floor Alissta Towers
Grand Cayman, KY1-1104

Dear Mr. Daykin,

Re: Interrogatories re New Service – LIME Responses

Further to the Authority's 17 April 2014 letter, LIME encloses its responses to the Authority's interrogatories, as well as updated retail Tariff and wholesale Service Schedule documents reflecting those responses.

LIME requests confidential treatment of those responses to interrogatories as well as those retail and wholesale documents. The marketing and product development plans of LIME is information that is of a commercially sensitive nature and is consistently treated in a confidential manner by LIME until implementation. In the event the information were to be treated otherwise, LIME's competitors and potential competitors would gain advance knowledge of LIME's marketing and pricing plans, even before the information could be made available to LIME's customers or to the general public. This would put LIME at a competitive disadvantage.

This is especially true in this case as other companies are already offering this service. Premature disclosure of the details of the service or of its associated SLA, the timing of its launch, or even the name of the service, would enable LIME's competitors to modify their offerings even before LIME could launch its own service, to LIME's financial and competitive detriment.

All confidential information in LIME's responses is highlighted in grey. An abridged version of the responses is also attached for convenience, with the confidential information replaced by "###". LIME does not propose to file redacted versions of the Service Schedule or of the Tariff Item, as these would be meaningless.

Please contact the undersigned directly should you have any questions.

Yours faithfully,
Cable and Wireless (Cayman Islands) Limited, trading as LIME



Frans Vandendries
Vice President, Legal, Regulatory & Corporate Affairs

c.c. Bill McCabe, Chief Executive Officer, LIME
Roderick Kirwan, Group General Counsel, LIME
David Cox, Head of Regulatory Affairs, LIME

Encl. (confidential and redacted)

LIME Responses to Authority Interrogatories
Re
Introduction of New Service
1 May 2014

1. The second paragraph of the 8 April 2014 LIME letter states that # specified in the wholesale price table in Attachment 1 to the cover letter, as well as # specified in the retail price table in section 5 of the proposed Tariff Pages, range #. Please provide an explanation as to why # range in the cover letter is different from the range specified in Attachment 1 to the cover letter and the range specified in section 5 of the proposed Tariff Pages.

LIME Response: The figure in the cover letter was a typographical error, and the ranges specified in Attachment 1 and in section 5 are correct. LIME apologises for the confusion this caused.

2. On page 3 of the Service Schedule (paragraph 8.3), it is specified that LIME reserves the right to revise the SLA [Service Level Agreement] upon sixty (60) days' advance written notice to [wholesale] customer.
- a) Please provide the detailed rationale for LIMEs reserving the right to revise the SLA upon sixty (60) days' advance written notice including a detailed description of the type of changes LIME may make to the SLA under that clause.
- b) Please explain how this clause is consistent with the Annex 5 LIME Licence requirement that, for Category 1 services, the changes to rates, terms, or conditions can only be made with the prior written consent of the Authority.

LIME Response: The wholesale SLA may need to be modified for a wide variety of reasons, including the need to respond to changes made by a competitor to its SLA or to demands by the customer base for improved services, or changes to the retail SLA. Paragraph 8.3 of the Service Schedule provides a mechanism via which changes to the SLA can be communicated to wholesale customers and implemented.

LIME notes that only changes to the retail SLA would require prior approval by the Authority, in accordance with Annex 5 to LIME's ICT Licence. LIME's wholesale agreement and associated SLA is a separate contract from LIME's retail Tariff and associated SLA, and can change independently from the retail Tariff. As long as the terms and conditions of the wholesale service remain equally or more favourable to the customer than the terms and conditions of the retail service,

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LIME Responses to Authority Interrogatories

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prior approval by the Authority would not be required and a contractual mechanism to effect the changes such as clause 8.3 would be necessary. In any event, the Authority's approval of a change to the retail Tariff which requires a corresponding change to the wholesale Service Schedule, does not necessarily automatically give LIME the ability to change the wholesale Service Schedule, and a contractual mechanism such as clause 8.3 remains necessary.

3. On page 5 of the Service Schedule, it is specified that the [wholesale] customer is responsible to provide a written request for a credit when it believes a service level guarantee has not been met, and in order to receive the credit the customer must comply with certain procedures specified by LIME, which, for example, require that #

#. It appears that no such requirements have been specified in the proposed Tariff Pages, wherein the retail customer appears to be #
#. Please provide an explanation as to why LIME has proposed different treatment between the wholesale and retail customers in relation to #
#.

LIME Response: LIME did not intend to propose different treatment between the wholesale and retail customers in relation to this matter, and apologises for the oversight. The retail Tariff has been modified to include the procedures in the Service Schedule that apply to wholesale customers. A revised version of the Tariff Item is attached.

4. For the purpose of LIME's scheduled maintenance, it appears that LIME intends to notify the wholesale customer #
(page 6 of the Service Schedule). However, the retail customer would be notified #
(paragraph 21 of the proposed Tariff Pages). Please provide an explanation as to why LIME has proposed different treatment between the wholesale and retail customers in relation to #
#.

LIME Response: LIME did not intend to propose different treatment between the wholesale and retail customers in relation to this matter, and apologises for the oversight. The wholesale Service Schedule has been modified to give

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wholesale customers the same notice period as retail customers. A revised version of the Service Schedule is attached.

5. On page 7 of the Service Schedule, it is specified how LIME would calculate the 'Mean Time to Repair' for faults occurring on #

#. It therefore appears that the service provided to the wholesale customer could include #

#.

- a) Please clarify whether LIME intends to use # #, as mentioned on page 7 of the Service Schedule, for the provision of # #.
- b) Please provide a clarification, along with supporting documentation, whether there is any difference, in terms of network configuration and traffic routing, between the service provision to the wholesale customer and the service provision to the retail customer.

LIME Response: LIME does not use # # in order to provide this service to customers, whether retail or wholesale. LIME also confirms that there is no difference, in terms of network configuration and traffic routing, between the service provision to the wholesale customer and the service provision to the retail customer. The wholesale Service Schedule referred to such facilities because LIME has developed a standard wholesale SLA that applies to several different types of facilities. Given that those facilities are not being used, the provision in the SLA would be moot and of no effect. However, in order to avoid any confusion, the references have been removed from the wholesale SLA, and a revised version is attached.

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