
From: Mark Connors on behalf of Consultations
Sent: 08 April 2014 13:57
To: Vandendries, Frans
Cc: Woollard, Jayne; Bill McCabe; Roderick Kirwan; Consultations
Subject: RE: Changes to Direct Internet Access Service
Attachments: 2005_06_16 SPA CAY SS - IP Bandwidth - v3 2.doc

Categories: Green Category

Frans

The covering letter states that the wholesale terms and conditions are already consistent with or better than the changes described in the service filing.

I've checked through the ICTA files for the DIA service filings and, while I see a number of revisions to the wholesale pricing since 2005, the last version of the wholesale terms and conditions Service Schedule is the "Maintenance And Service Annex to the Service Schedule..." included on pages 8 to 10 of the attached LIME file from 16 June 2005.

I've done an preliminary review and note there are a number of instances where the wholesale terms and conditions are not consistent with or better than the changes described in the service filing. For example:

1) the wholesale annex says C&W will aim to provide upgrades within five working days for upgrades up to and including bandwidth levels of 2.048 Mbps but the proposed retail terms and conditions don't limit the five day time frame to services below that speed and reads to me like the same commitment will apply to higher speeds as well.

2) For outside of normal working hours faults, the wholesale annex says C&W will use reasonable efforts to repair within eight working hours but the proposed retail terms and conditions use a timeframe of "eight hours" not "eight working hours".

Given the date of that document, I figured it would be worthwhile to check with you to confirm I have the current version before I spend more time reviewing.

Please confirm that the 2005_06_16 SPA CAY SS - IP Bandwidth - v3 2.doc is the most recent version of the wholesale terms and conditions for DIA wholesale service.

If that 2005_06_16 version is the most recent, please provide an explanation of these apparent instances where the wholesale terms and conditions are not consistent with or better than the changes described in the service filing.

If that 2005_06_16 version is not the most recent, please provide the most recent version and identify when that version was submitted to the Authority.

Thanks

....mark

Mark Connors
Head of Economics and Regulation
Information and Communications Technology Authority
Cayman Islands
Phone: (345) 746-9620
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From: Woollard, Jayne [<mailto:jayne.woollard@time4lime.com>]
Sent: 07 April 2014 15:07
To: Glen Daykin; Consultations; Bill McCabe; Vandendries, Frans; Roderick Kirwan
Subject: Changes to Direct Internet Access Service

Good Afternoon,

Please find attached correspondence in relation to the above-noted matter. Signed original documents will be delivered to your offices.

Kindest Regards,

Jayne Woollard

Executive Assistant to the Chief Executive Officer Cayman Islands

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Service Schedule to Agreement Number [] for the provision of access to a C&W Internet Node (IP Bandwidth)

Between: Cable & Wireless (Cayman Islands) Limited (“C&W”)

And: (the “Customer”)

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, unless the context otherwise requires:

Country means the Cayman Islands.

Designated Purpose means the purpose referred to in Paragraph 2.2 for which the Service is provided.

Order Form means the Carrier Services Order Form containing the particulars of the Customer and the Service requested, which forms part of the Agreement.

IP Bandwidth is the name given to the Service provided under this Schedule as more particularly described in this Schedule.

IP Bandwidth Circuit means a point-to-point circuit within the Country, having the characteristics set out below, and leased by C&W to the Customer pursuant to this Schedule.

Subscriber means a person subscribing to the Customer’s Service.

1.2 The terms and expressions used in this Schedule and any Annex shall bear the meanings ascribed to them in the Service Provider Agreement, unless a contrary meaning is ascribed.

2. SERVICE

2.1 The IP Bandwidth Service shall consist of access to the C&W Internet backbone via an IP Bandwidth Circuit for the Designated Purpose, together with a block of IP addresses as notified to the Customer by C&W. The IP Bandwidth Circuit will be provided at a bandwidth capacity as specified in the attached Order Form, and will originate at an IP Port at a router connected to the C&W Internet backbone and terminate at a Customer router port or similar device approved for use for this Service. The Service shall include use of the port at the C&W router.

Customer Initials _____

C&W Initials _____



- 2.2 The Designated Purpose is the provision of Internet connectivity services for resale to the Customer's own Subscribers.

3. TECHNICAL SPECIFICATIONS

- 3.1. The IP Bandwidth Service includes supply of the relevant CSU/DSU equipment by C&W at the Customer Premise end of the IP Bandwidth Circuit.
- 3.2. The CSU/DSU will be equipped with an ITU V.35 compliant physical interface with an M34 plug for termination of Customer Equipment.
- 3.3. Any equipment provided by the Customer that is used to interface with the CSU/DSU equipment must comply with the relevant ITU Recommendations.
- 3.4. IP Addresses
- 3.4.1. C&W-provided IP Addresses: C&W will include a block of 8 IP addresses for use with this service for the duration of the service agreement, including IP addressing for up to 6 hosts on the Customer's network plus one "broadcast address" and one "router address". These IP Addresses are "non-portable", which means that they have been allocated exclusively to C&W and, should the Customer choose to terminate their Internet service or switch to a dynamic IP-based service, the IP addresses assigned to the Customer will be returned to C&W for reuse with other Customers. C&W may, at any time, upon commercially reasonable notice to the Customer, change the IP addresses.
- 3.4.2. Customer-provided IP Addresses: C&W will, at its discretion, route one "class C" block of Customer-provided IP addresses (254 numbers) at an additional monthly fee. Any requests for changes to these IP addresses will incur a one-time fee per incident. C&W has sole discretion as to the Internet routing of all IP addresses on its network and may limit the number of IP addresses that the Customer may route with IP Bandwidth Service at any time based on C&W or Internet limitations. C&W will not route anything less than a "class C" block.
- 3.4.3. Additional IP Addresses: Additional IP addresses can be acquired from or routed by C&W for an additional monthly fee. IP address fees and availability may be periodically adjusted by C&W. C&W may have to limit the number of IP addresses issued at any given time due to C&W or Internet limitations.

Customer Initials _____

C&W Initials _____



3.5. Domain Name Service (DNS)

- 3.5.1. Domain Name Service (DNS) provides the “translation” between a domain name (e.g. <http://www.candw.ky>) and the corresponding numeric Internet Protocol (IP) address (e.g. 209.27.52.57). All domain names are unique and must be registered with a recognized naming authority.
- 3.5.2. Domain Name Registration: Customer is responsible for registering its own domain name(s) with the relevant recognized naming authority.
- 3.5.3. DNS Hosting: For each Customer premises with IP Bandwidth Service, C&W will provide Primary or Secondary DNS hosting for one domain name. C&W is not responsible for DNS hosting for Subscribers of the IP Bandwidth Customer.
- 3.5.4. Domain Name Ownership: The Customer is responsible for the ownership, control, and use of the domain name upon its registration. All updates and dealings or correspondences with the relevant recognized naming authority are the responsibility of the customer.

4. SERVICE COMMENCEMENT AND DURATION

- 4.1 The Service Commencement Date in respect of the IP Bandwidth Service shall be the date C&W first notifies the Customer that the Service is ready for the Customer to commence using.
- 4.2 This Schedule is effective upon the date that C&W confirms that Facilities are available to provide the IP Bandwidth Service and, where applicable, the Customer has passed credit clearance (“Order Acceptance”). For the purposes of this Schedule, Facilities means C&W premises, equipment and other C&W-owned or C&W-controlled items used in the delivery or maintenance of the Service.
- 4.3. The Initial Service Period for this IP Bandwidth Service shall be as specified in the attached Order Form. Following expiry of this Initial Service Period, this Schedule will automatically be extended on a month-to-month basis at the same Charges and terms and conditions unless terminated or modified in accordance with the provisions of the Agreement.
- 4.4. In the event that the Customer terminates the IP Bandwidth Service for any reason whatsoever before the end of the Initial Service Period, the Customer’s obligations to pay the Charges remaining for the Initial Service Period will be waived by C&W provided C&W receives payment of the following fees within twenty-one (21) days of the Customer’s notice of termination:

Customer Initials _____

C&W Initials _____



- 4.4.1. a cancellation fee equal to the difference between the savings received by the Customer as a result of the term commitment subscribed for and the total savings the Customer would have received had they subscribed for a terms commitment that is rounded down to the period of time that the Customer actually subscribed to the Service;
 - 4.4.2. an administration fee equal to one month of Charges; and
 - 4.4.3. a repayment of any other discounts given or concessions made by C&W as may have been provided from time to time for term or volume commitments that are not met..
- 4.5. Notwithstanding anything contained herein, C&W reserves the right to terminate this Schedule during the Initial Service Period if the Customer is in breach of the provisions of clauses 14.2 or 14.3 of the Agreement. .

5. BILLING PERIOD

- 5.1 The Billing Period in respect of the IP Bandwidth Service shall be a calendar month commencing on the 1st day of each month.
- 5.2 The Billing Period shall commence on the Service Commencement Date for each particular IP Bandwidth Circuit supplied to the Customer. If the Service Commencement Date is not the first day of a month, Clause 9.6 of the Service Provider Agreement shall apply.
- 5.3 Notwithstanding Clause 9.5 of the Service Provider Agreement, billing shall be monthly in advance.

6. INSTALLATION SERVICES

- 6.1. C&W shall install the IP Bandwidth Circuit referred to in paragraph 2.1 at the Customer Premises specified in the attached Order Form.
- 6.2. The Network Termination Point, or the demarcation point between C&W's transmission network and the Customer's equipment will be the G.703 75-ohm physical interface, which terminates the IP Bandwidth Circuit.
- 6.3. Installation Charges will appear on the Customer's first bill.
- 6.4. Any one-off set-up charges for service options will appear on the Customer's first bill.

Customer Initials _____

C&W Initials _____



7. CHARGES

- 7.1 The Charges for the IP Bandwidth Service shall be as specified in the attached Annex 1 to this Service Schedule.
- 7.2 The Charges shall be determined as specified in Annex 5 of the C&W Licence, and may be changed subject to the terms of Clause 10 of the Service Provider Agreement.

8. CUSTOMER PREMISES

- 8.1 The Customer Premises at which the IP Bandwidth Service is provided shall be as specified in the attached Order Form.

9. MAINTENANCE SERVICES

- 9.1. Maintenance shall be provided in accordance with the Maintenance Annex attached to this Service Schedule

10. CANCELLATION AND DEFERMENT OF START OF SERVICE CHARGES

- 10.1. Cancellation Charges apply if the Service is cancelled in whole or in part prior to the complete installation or start of Service. Cancellation Charges consist of the Installation Charges plus one month's rental for each IP Bandwidth Circuit cancelled.
- 10.2. Charges are also applicable for deferment of start of service at the Customer's request, where such deferment exceeds one month.

Customer Initials _____

C&W Initials _____



Signed on behalf of CABLE & WIRELESS)
(CAYMAN ISLANDS) LIMITED)
by)
In the presence of)
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_____)

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Signed on behalf of)
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by:)
In the presence of:)
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Customer Initials _____

C&W Initials _____



ANNEX I

CHARGES

Bandwidth	Charges				Installation Charge Per Circuit
	Per Month Per Circuit				
Contract Term	Monthly	1 Year	2 Years	3 Years	Non-recurring
64 kbps	\$560.00	\$420.00	\$392.00	\$336.00	\$660
128 kbps	\$1,020.00	\$764.80	\$714.40	\$612.00	\$660
256 kbps	\$1,720.00	\$1,290.40	\$1,204.00	\$1,032.00	\$660
512 kbps	\$2,240.00	\$1,680.00	\$1,568.00	\$1,344.00	\$660
1024 kbps	\$2,760.00	\$2,070.04	\$1,932.00	\$1,656.00	\$660
1536 kbps	\$3,280.00	\$2,460.00	\$2,296.00	\$1,968.00	\$660
2048 kbps	\$3,800.00	\$2,850.04	\$2,660.00	\$2,280.00	\$660

Customer Initials _____

C&W Initials _____



Maintenance And Service Annex to the Service Schedule to Agreement Number [] for the Provision Of Access to a C&W Internet Node (IP Bandwidth)

1. OVERVIEW

This Maintenance and Service Annex defines the targets for Service Provisioning, Network Availability, and Mean-Time-To-Repair that C&W will maintain for IP Bandwidth Service. These targets are offered to the IP Bandwidth Service Customer and do not suggest a warranty of any sort to the Customer or Subscribers.

2. SERVICE PROVISIONING INTERVALS

- 2.1 Where service has been determined to be available, C&W will use commercially reasonable efforts to deliver Services and upgrades in the following timeframes. Due to the nature of the variables associated with delivery of such Services, no compensation to the Customer will be offered if these timelines are not met, except as outlined below.
- 2.2 New Service: In the ordinary case, new Services will be provided within twenty-one (21) working days from Order Acceptance. If C&W does not meet this timeline, upon Customer's request within two (2) calendar months of installation, C&W will grant the Customer a credit equivalent to the Installation Fee. Where additional physical resources are required to implement service, the 21-day period will begin once those resources have been installed and tested, and are ready for service.
- 2.3 Service Upgrade: C&W will aim to provide upgrades within five (5) working days, for upgrades up to and including bandwidth levels of E1 (2.048 Mbps), assuming no new Facilities are required. Where new Facilities are required, the relevant period will begin from the date when the Facilities are ready for service. If C&W fails to meet this timeframe, the Customer is entitled to a credit equal to 50% of the difference between the Charges for one month of IP Bandwidth Service at the new rate and one month of IP Bandwidth Service at the rate prior to the upgrade.
- 2.4 Limitations: Inability to meet either of these timeframes will not give cause for Customer compensation if the inability is a result of:
 - (a) unavailability of Customer Premises to C&W at any given time during the installation period, upon twenty-four (24) hours notice, as a result of a lack of co-operation by Customer, its landlord or other outside 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 Customer equipment, facilities or applications, or
 - (d) acts of God, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of C&W.

3. NETWORK AVAILABILITY

- 3.1 Availability: Network Availability will be at least 99.9% of each month, based on a thirty-day month. The C&W Network is the combination of C&W-operated equipment, servers, circuits, and other data transmission facilities comprising C&W's TCP/IP network, excluding local loop and related equipment. Unavailability will be measured based on the number of minutes that the C&W Network was not available to the

Customer Initials _____

C&W Initials _____



Customer from the time the outage was initially reported to C&W by the Customer, based on the following conditions ("Unavailability").

- 3.2 If C&W determines Network Unavailability exceeded 43 minutes during any calendar month from the time the trouble reports ("Fault Report / Query") have been logged by the Customer Service Contact Centre, C&W, upon the Customer's request, will credit the Customer's monthly invoice the prorated charges of one (1) day of the Monthly Charge for every 15 minutes of Network unavailability, up to a maximum of seven (7) days' credit per month. Customer must contact C&W's Customer Service Contact Centre within two (2) calendar months of the last day of trouble for which credit is requested with original Fault Report / Query number in order to receive the credit.
- 3.3 Limitations: Unavailability will not include any Unavailability resulting from:
- (a) scheduled Network maintenance,
 - (b) outages due to scheduled preventative maintenance procedures conducted upon reasonable notice to Customer,
 - (c) an external party or an Internet exchange point,
 - (d) acts or omissions of Customer or an authorized user,
 - (e) improper operation of Customer equipment, facilities or applications,
 - (f) transient service degradation of short duration which are cleared before any repair action can be taken or
 - (g) acts of God, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of C&W.

4. TIME TO REPAIR

- 4.1 Time to Repair: Time to Repair service for the local loop and related equipment will be no greater than four (4) working hours per incident from the time the Fault Report / Query is first initiated by the Customer. If C&W deems that service unavailability is a result of a problem within its control, upon request by the Customer, C&W will credit the Customer's monthly invoice the prorated charges of one (1) day of the C&W Monthly Charges for every working hour the service has not been repaired above the four (4) working hour acceptable period, up to a maximum of seven (7) days credit per month, from the time the trouble report(s) has (have) been logged by the Customer Service Contact Centre.
- 4.2 Upon confirmation by C&W that the Time to Repair of a Customer's service exceeded four (4) working hours, the Customer must contact C&W's Customer Service Contact Centre with original Fault Report / Query number within two (2) calendar months of the last day of fault for which the credit is requested in order to receive the credit.
- 4.3 Notwithstanding the above, the following service outages will not be included in the calculation of Time to Repair:
- (a) Any interruption of service previously notified to the Customer by C&W as part of scheduled maintenance, reconfiguration or testing activities;
 - (b) Any outage resulting from the Customer's fault, negligence or not meeting its obligations under this Agreement;
 - (c) Any Service suspension in accordance with the terms of this Agreement;
 - (d) Any outage the cause for which C&W is not liable in accordance with the terms of this Agreement; and
 - (e) Any outage deemed to be a result of equipment or applications not owned or controlled by C&W.
- 4.4 Limitations: Inability to meet this timeframe will not give cause for Customer compensation if inability is a result of:

Customer Initials _____

C&W Initials _____



- (a) unavailability of Customer Premises to C&W at any given time during the fault period as a result of a lack of co-operation by Customer, its landlord or other outside parties,
- (b) improper operation of Customer equipment, facilities or applications, or other equipment or applications not owned or controlled by C&W
- (c) acts of God, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of C&W. Outside of normal working hours C&W will use reasonable efforts to repair a fault within eight working hours, but will not provide compensation for any failure to meet this objective.

5. TOTAL COMPENSATION

- 5.1 Limitation: C&W offers no compensation to the IP Bandwidth Service Customer's Subscribers for inability to meet these Service Levels or targets. Total compensation given in any month pursuant to paragraphs 3.1 and 4.1 will not exceed a total of seven (7) days' credit for that month. For greater certainty, where a service outage is determined to be the result of a trouble in both the C&W Network and the local access, compensation will only be available under paragraph 2.1 or 3.1 but not both.

Customer Initials _____

C&W Initials _____