

Value Every Moment

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Our ref: GRGR/GR/15.24

07 April 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: Changes to # # Service

Pursuant to paragraph 23 of Annex 5 of the ICT Licence issued to Cable and Wireless (Cayman Islands) Limited, trading as LIME (“LIME”), LIME is hereby notifying the Authority of #

#. These changes will apply to all existing and new customers, who will be contacted by their Account Managers.

Revised tariff pages describing the above changes are attached to this letter. No change is required to wholesale terms and conditions, as they are already consistent with or better than the changes described above.

The changes described above will be effective from # #.

LIME is filing this notification and its attachment in confidence with the Authority. The marketing plans of LIME are information that is of a commercial nature and is consistently treated in a confidential manner by LIME until they are implemented. 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 enable them to develop competitive and targeted marketing and pricing responses, even before LIME would be able to implement its own plans.

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An abridged version of this document will be filed. All confidential information has been replaced by “###”. An abridged version of attached Tariff Item or wholesale pricing sheet will not be provided.

If there are any questions, please do not hesitate to contact the undersigned.

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

[signed]

Frans Vandendries
Vice President Legal Regulatory & Corporate Affairs

c.c. Bill McCabe, Chief Executive Officer, LIME
Rod Kirwan, Group General Counsel, LIME

Encl. (confidential)

REDACTED



PART B INTERNET ACCESS SERVICES

Item 204 Dedicated Internet Access

1. Service Description

- 1) This item is subject to the terms and conditions of Item 200 of this Tariff.
- 3) Dedicated Internet Access ("DIA") provides a dedicated and permanent connection to the Internet via C&W's Internet Point of Presence.
- 3) DIA consists of an Internet Port, located at C&W's Internet Point of Presence, and a domestic private leased circuit connecting the Customer's Premises to that Internet Port.
- 4) C&W offers Bandwidths ranging from 128 kbps to 100 Mbps. Higher Bandwidths may be available upon request.
- 5) Customers are provided with a set of 6 assignable static IP addresses and support for one Domain Name. IP addresses are issued for the duration of the Service and title to the IP addresses shall at all times remain with C&W.
- 6) DIA is subject to an Installation Charge and a Monthly Charge. Rates and Charges are set out in sub-item 4.
- 7) Initial Terms available for Dedicated Internet Access: One Month or 1 to 3 Years. Discounts apply to yearly Terms.

2. Definitions

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

"DIA Order Form" means the DIA order form document containing the particulars of the Customer and the DIA Services requested.

"SLA" means the service level agreement set out in section 3A of this Tariff Item

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3. Terms and Conditions

- 1) C&W shall notify the Customer of the Service Start Date. Any Customer Apparatus not installed, operational or otherwise available by the Service Start Date shall not be grounds for the Customer not paying applicable Charges.
- 2) All Installation Charges, Monthly Charges and Special Installation Charges if any, are payable from the Service Start Date, whether or not the Customer is using the DIA Service.
- 3) The Customer, must at its own expense, prepare the Service Address by providing accommodation, access, assistance and suitable environmental conditions to facilitate the delivery, installation and on-going functionality of the CPE.
- 4) The Customer must at its own expense, provide the cabling and interfacing from the Customer's Apparatus to the CPE.
- 5) C&W does not guarantee the availability of Bandwidths above 2 Mbps (2048 kbps) in Little Cayman.
- 6) The Initial Term of the DIA service will start on the Effective Date and will continue on a month-to month basis or for a commitment period of one to three years, as indicated on the DIA Order Form.
- 7) After the expiration of the Initial Term, the DIA Services will automatically renew for successive 30-day periods at the monthly rates unless the Customer provides C&W not less than 30 days prior written notice that it does not wish to renew, or unless the Customer accepts another one, two, or three year term.
- 8) In the event that the Customer terminates the DIA Services for any reason whatsoever before the end of the Initial Term, the Customer's obligations to pay the Charges remaining for the Initial Term will be waived by C&W provided C&W receives payment of the following fees within 21 days of the Customer's notice of termination:

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- a. 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 term commitment that is rounded down to the period of time that the Customer actually subscribed to the Service;
- b. an administration fee equal to one month of Monthly Charges;
- c. a repayment of any other discounts given or concessions made by C&W as may have been tariffed from time to time for term or volume commitments that are not met.

3A. Service Level Agreement

- 1) DIA Service includes the SLAs outlined below.
- 2) Service Provisioning Intervals: 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.
- 3) 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 one (1) calendar month of installation, C&W will grant the Customer a credit equivalent to the Installation Charge. Where additional physical resources or new Facilities are required to implement service, the 21-day period will begin once those resources or Facilities have been installed and tested, and are ready for service.
- 4) Service Upgrade: C&W will aim to provide upgrades within five (5) working days, 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

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difference between the Charges for one month of Service at the new rate and one month of Service at the rate prior to the upgrade.

5) Service Provisioning Intervals Limitations: Inability to meet either of these timeframes will not give cause for 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.

6) Network 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 ("Network"). Unavailability will be measured based on the number of minutes that the C&W Network was not available to the Customer from the time the outage was initially reported to C&W by the Customer, based on the following conditions ("Unavailability").

7) 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, up to a maximum of seven (7) days' credit per month. Customer must contact C&W's Customer Service Contact Centre within one (1) calendar month of the last day of trouble for which credit is requested with original Fault Report / Query number in order to receive the credit.

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- 8) Network Availability 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.
- 9) 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.
- 10) 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 one (1) calendar month of the last day of fault for which the credit is requested in order to receive the credit.
- 11) Notwithstanding the above, the following service outages will not be included in the calculation of Time to Repair:

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- 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 Tariff;
- c) Any Service suspension in accordance with the terms of this Tariff;
- d) Any outage the cause for which C&W is not liable in accordance with the terms of this Tariff; and
- e) Any outage deemed to be a result of equipment or applications not owned or controlled by C&W.

12) Time to Repair Limitations: Inability to meet this timeframe will not give cause for Customer compensation if inability is a result of:

- 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.

13) Outside of normal working hours C&W will use reasonable efforts to repair a fault within eight (8) hours, but will not provide compensation for any failure to meet this objective.

14) Total Compensation: Total compensation given in any month pursuant to paragraphs 204.3A(6) and 204.3A(9) 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 204.3A(2) or 204.3A(6) but not both.

4. Rates and Charges

- a) The following rates, charges and terms apply for contracts signed on or after 1 July 2007 and before 30 September 2009, inclusive. Charges

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for the Domestic Private Leased Circuit are included in the Monthly Charges.

Term Commitment/Monthly Charges					
Speed	Monthly	25% 1 Yr	30% 2 yr	40% 3 yr	Install
128 kbps	\$ 700	\$ 525	\$ 490	\$ 420	\$ 99
256 kbps	\$ 1,275	\$ 956	\$ 893	\$ 765	\$ 99
512Kbps	\$ 1,800	\$ 1,350	\$ 1,260	\$ 1,080	\$ 99
1024Kbps	\$ 2,100	\$ 1,575	\$ 1,470	\$ 1,260	\$ 99
1544Kbps	\$ 2,400	\$ 1,800	\$ 1,680	\$ 1,440	\$ 99
2 Mbps	\$ 2,650	\$ 1,988	\$ 1,855	\$ 1,590	\$ 99
3 Mbps	\$ 3,250	\$ 2,438	\$ 2,275	\$ 1,950	\$ 99
4 Mbps	\$ 3,800	\$ 2,850	\$ 2,660	\$ 2,280	\$ 99
5 Mbps	\$ 4,550	\$ 3,413	\$ 3,185	\$ 2,730	\$ 99
6 Mbps	\$ 5,350	\$ 4,013	\$ 3,745	\$ 3,210	\$ 99
7 Mbps	\$ 6,000	\$ 4,500	\$ 4,200	\$ 3,600	\$ 99
8 Mbps	\$ 6,750	\$ 5,063	\$ 4,725	\$ 4,050	\$ 99
9 Mbps	\$ 7,550	\$ 5,663	\$ 5,285	\$ 4,530	\$ 99
10 Mbps	\$ 8,300	\$ 6,225	\$ 5,810	\$ 4,980	\$ 99
15 Mbps	\$ 12,350	\$ 9,263	\$ 8,645	\$ 7,410	\$ 99
20 Mbps	\$ 16,250	\$ 12,188	\$ 11,375	\$ 9,750	\$ 99
25 Mbps	\$ 20,250	\$ 15,188	\$ 14,175	\$ 12,150	\$ 99
30 Mbps	\$ 24,000	\$ 18,000	\$ 16,800	\$ 14,400	\$ 99
35 Mbps	\$ 27,900	\$ 20,925	\$ 19,530	\$ 16,740	\$ 99
45 Mbps	\$ 35,500	\$ 26,625	\$ 24,850	\$ 21,300	\$ 99

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b) The following rates, charges and terms apply for contracts signed on or after 1 October 2009 and before 14 December 2010. Charges for the Domestic Private Leased Circuit are included in the Monthly Charges.

Term Commitment/Monthly Charges					
		25%	30%	40%	
Speed	Monthly	1 Yr	2 yr	3 yr	Install
128	\$700	\$ 525	\$ 490	\$ 420	\$ 99
256	\$ 956	\$ 717	\$ 669	\$ 574	\$ 99
512	\$ 1,350	\$ 1,013	\$ 945	\$ 810	\$ 99
1024	\$ 1,575	\$ 1,181	\$ 1,103	\$ 945	\$ 99
1544	\$ 1,800	\$ 1,350	\$ 1,260	\$ 1,080	\$ 99
2 Mbps	\$ 1,988	\$ 1,491	\$ 1,392	\$ 1,193	\$ 99
3 Mbps	\$ 2,438	\$ 1,829	\$ 1,707	\$ 1,463	\$ 99
4 Mbps	\$ 2,850	\$ 2,138	\$ 1,995	\$ 1,710	\$ 99
5 Mbps	\$ 3,413	\$ 2,560	\$ 2,389	\$ 2,048	\$ 99
6 Mbps	\$ 4,013	\$ 3,010	\$ 2,809	\$ 2,408	\$ 99
7 Mbps	\$ 4,500	\$ 3,375	\$ 3,150	\$ 2,700	\$ 99
8 Mbps	\$ 5,063	\$ 3,797	\$ 3,544	\$ 3,038	\$ 99
9 Mbps	\$ 5,663	\$ 4,247	\$ 3,964	\$ 3,398	\$ 99
10 Mbps	\$ 6,225	\$ 4,669	\$ 4,358	\$ 3,735	\$ 99
15 Mbps	\$ 9,263	\$ 6,947	\$ 6,484	\$ 5,558	\$ 99
20 Mbps	\$ 12,188	\$ 9,141	\$ 8,532	\$ 7,313	\$ 99
25 Mbps	\$ 15,188	\$ 11,391	\$ 10,632	\$ 9,113	\$ 99
30 Mbps	\$ 18,000	\$ 13,500	\$ 12,600	\$ 10,800	\$ 99
35 Mbps	\$ 20,925	\$ 15,694	\$ 14,648	\$ 12,555	\$ 99
45 Mbps	\$ 26,625	\$ 19,969	\$ 18,638	\$ 15,975	\$ 99
50 Mbps	\$ 23,895	\$ 17,921	\$ 16,727	\$ 14,337	\$ 99
100 Mbps	\$ 46,675	\$ 35,006	\$ 32,673	\$ 28,005	\$ 99

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c) The following rates, charges and terms apply for contracts signed on or after 14 December 2010 and before 9 January 2012. Charges for the Domestic Private Leased Circuit are included in the Monthly Charges.

Term Commitment/Monthly Charges					
Speed	Monthly	25% 1 Yr	30% 2 yr	40% 3 yr	Install
128	\$ 525	\$ 394	\$ 368	\$ 315	\$ 99
256	\$ 717	\$ 538	\$ 502	\$ 430	\$ 99
512	\$ 1,013	\$ 759	\$ 709	\$ 608	\$ 99
1024	\$ 1,181	\$ 886	\$ 827	\$ 709	\$ 99
1544	\$ 1,350	\$ 1,013	\$ 945	\$ 810	\$ 99
2 Mbps	\$ 1,491	\$ 1,118	\$ 1,044	\$ 895	\$ 99
3 Mbps	\$ 1,829	\$ 1,371	\$ 1,280	\$ 1,097	\$ 99
4 Mbps	\$ 2,138	\$ 1,603	\$ 1,496	\$ 1,283	\$ 99
5 Mbps	\$ 2,560	\$ 1,920	\$ 1,792	\$ 1,536	\$ 99
6 Mbps	\$ 3,010	\$ 2,257	\$ 2,107	\$ 1,806	\$ 99
7 Mbps	\$ 3,375	\$ 2,531	\$ 2,363	\$ 2,025	\$ 99
8 Mbps	\$ 3,797	\$ 2,848	\$ 2,658	\$ 2,278	\$ 99
9 Mbps	\$ 4,247	\$ 3,185	\$ 2,973	\$ 2,548	\$ 99
10 Mbps	\$ 4,669	\$ 3,502	\$ 3,268	\$ 2,801	\$ 99
15 Mbps	\$ 6,947	\$ 5,210	\$ 4,863	\$ 4,168	\$ 99
20 Mbps	\$ 9,141	\$ 6,856	\$ 6,399	\$ 5,485	\$ 99
25 Mbps	\$ 11,391	\$ 8,543	\$ 7,974	\$ 6,835	\$ 99
30 Mbps	\$ 13,500	\$ 10,125	\$ 9,450	\$ 8,100	\$ 99
35 Mbps	\$ 15,694	\$ 11,770	\$ 10,986	\$ 9,416	\$ 99
45 Mbps	\$ 19,969	\$ 14,977	\$ 13,978	\$ 11,981	\$ 99
50 Mbps	\$ 21,944	\$ 16,458	\$ 15,361	\$ 13,166	\$ 99
100 Mbps	\$ 35,006	\$ 26,255	\$ 24,504	\$ 21,004	\$ 99

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d) The following rates, charges and terms apply for contracts signed on or after 9 January 2012 and before 1 July 2013. Charges for the Domestic Private Leased Circuit are included in the Monthly Charges.

Term Commitment/Monthly Charges - 2012					
		25%	30%	40%	
Speed	Monthly	1 Yr	2 yr	3 yr	Install
128	\$ 368	\$ 276	\$ 257	\$ 221	\$ 99
256	\$ 502	\$ 376	\$ 351	\$ 301	\$ 99
512	\$ 709	\$ 532	\$ 496	\$ 425	\$ 99
1024	\$ 827	\$ 620	\$ 579	\$ 496	\$ 99
1544	\$ 945	\$ 709	\$ 662	\$ 567	\$ 99
2 Mbps	\$ 1,044	\$ 783	\$ 731	\$ 626	\$ 99
3 Mbps	\$ 1,280	\$ 960	\$ 896	\$ 768	\$ 99
4 Mbps	\$ 1,496	\$ 1,122	\$ 1,047	\$ 898	\$ 99
5 Mbps	\$ 1,792	\$ 1,344	\$ 1,254	\$ 1,075	\$ 99
6 Mbps	\$ 2,107	\$ 1,580	\$ 1,475	\$ 1,264	\$ 99
7 Mbps	\$ 2,363	\$ 1,772	\$ 1,654	\$ 1,418	\$ 99
8 Mbps	\$ 2,658	\$ 1,994	\$ 1,861	\$ 1,595	\$ 99
9 Mbps	\$ 2,973	\$ 2,230	\$ 2,081	\$ 1,784	\$ 99
10 Mbps	\$ 3,268	\$ 2,451	\$ 2,288	\$ 1,961	\$ 99
15 Mbps	\$ 4,863	\$ 3,647	\$ 3,404	\$ 2,918	\$ 99
20 Mbps	\$ 6,399	\$ 4,799	\$ 4,479	\$ 3,839	\$ 99
25 Mbps	\$ 7,974	\$ 5,980	\$ 5,582	\$ 4,784	\$ 99
30 Mbps	\$ 9,450	\$ 7,088	\$ 6,615	\$ 5,670	\$ 99
35 Mbps	\$ 10,986	\$ 8,239	\$ 7,690	\$ 6,591	\$ 99
45 Mbps	\$ 13,978	\$ 10,484	\$ 9,785	\$ 8,387	\$ 99
50 Mbps	\$ 15,361	\$ 11,521	\$ 10,753	\$ 9,216	\$ 99
100 Mbps	\$ 24,504	\$ 18,378	\$ 17,153	\$ 14,703	\$ 99

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e) The following rates, charges and terms apply for contracts signed on or after 1 July 2013. Charges for the Domestic Private Leased Circuit are included in the Monthly Charges.

Term Commitment / Monthly Charges - 2013					
Speed	Monthly	25% 1 YR	30% 2 YR	40% 3 YR	Install
1 Mbps	\$ 496	\$ 372	\$ 347	\$ 298	\$ 250.00
2 Mbps	\$ 626	\$ 470	\$ 438	\$ 376	\$ 250.00
3 Mbps	\$ 768	\$ 576	\$ 538	\$ 461	\$ 250.00
4 Mbps	\$ 898	\$ 674	\$ 629	\$ 539	\$ 250.00
5 Mbps	\$ 1,075	\$ 806	\$ 753	\$ 645	\$ 250.00
6 Mbps	\$ 1,264	\$ 948	\$ 885	\$ 758	\$ 250.00
7 Mbps	\$ 1,418	\$ 1,064	\$ 993	\$ 851	\$ 250.00
8 Mbps	\$ 1,595	\$ 1,196	\$ 1,117	\$ 957	\$ 250.00
9 Mbps	\$ 1,784	\$ 1,338	\$ 1,249	\$ 1,070	\$ 250.00
10 Mbps	\$ 1,961	\$ 1,471	\$ 1,373	\$ 1,177	\$ 250.00
20 Mbps	\$ 3,839	\$ 2,879	\$ 2,687	\$ 2,303	\$ 250.00
30 Mbps	\$ 5,670	\$ 4,253	\$ 3,969	\$ 3,402	\$ 250.00
40 Mbps	\$ 6,071	\$ 4,553	\$ 4,250	\$ 3,643	\$ 250.00
50 Mbps	\$ 8,495	\$ 6,371	\$ 5,947	\$ 5,097	\$ 250.00
60 Mbps	\$ 9,031	\$ 6,773	\$ 6,322	\$ 5,419	\$ 250.00
70 Mbps	\$ 10,511	\$ 7,883	\$ 7,358	\$ 6,307	\$ 250.00
80 Mbps	\$ 11,991	\$ 8,993	\$ 8,394	\$ 7,195	\$ 250.00
90 Mbps	\$ 13,471	\$ 10,103	\$ 9,430	\$ 8,083	\$ 250.00
100 Mbps	\$ 14,702	\$ 11,027	\$ 10,291	\$ 8,821	\$ 250.00

Note: where the Customer request involves only a change in speed and does not require any changes to facilities or equipment, the Installation Charge shall be \$99.00 per circuit