



**CABLE & WIRELESS**

Cable & Wireless  
(Cayman Islands) Limited

P.O. Box 293  
Grand Cayman KY1-1104  
Cayman Islands.

www.cw.ky

Telephone +1 (345) 949-7800  
Fax +1 (345) 949 7962

Our Ref: GRCR/GR/15.24  
20 March 2008

Mr. David Archbold,  
Managing Director,  
Information and Communication Technology Authority,  
P.O. Box 2502,  
3rd Floor Alissta Towers,  
Grand Cayman KY1-1104

Dear Mr. Archbold:

**Re: C&W International Private Leased Circuits Service Amendment –  
General Tariff Item 501**

Pursuant to paragraph 8 of Annex 5 of the ICT Licence issued to Cable and Wireless (Cayman Islands) Limited ("C&W") on July 10, 2003, C&W hereby applies to amend the Terms and Conditions on its International Private Leased Circuit ("IPLC") service.

As a direct response to the wishes of its customers, C&W has included a more detailed Service Level Agreement (SLA) in the Tariff Item (501). The SLA is intended to provide more clarity on C&W's and the customer's rights and/or obligations for this service.

As a consequence of the SLA inclusion and a definition section, the Tariff Item is renumbered when compared to Rev 7. A few other minor amendments were done to the document for completeness and to avoid ambiguity. C&W has also added a new volume discount for customers who sign contracts for multiple DS-3 IPLCs, as a way of encouraging uptake of the higher speeds.

The amendments will apply to all current and new IPLC customers. Necessary changes will be effected to the Wholesale Tariff and are attached.

An amended Tariff Item 501 (Rev 8) is attached for your perusal. For ease of reference, an overstrike version of Item 501 is also attached.

The proposed effective date is 01 April 2008. Please contact me regarding any questions you may have.

Yours faithfully,  
Cable & Wireless (Cayman Islands) Ltd.



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Rudy B. Ebanks  
Chief Regulatory and Carrier Relations Officer

c.c. Timothy Adam, Chief Executive C&W  
Ian Tibbetts, Chief Operating Officer C&W  
Frans Vandendries, Vice President Legal & Regulatory Affairs C&W

Encl.

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**PART E DATA SERVICES**

**Item 501 International Private Leased Circuits**

**1. Service Description**

- 1) This Part is subject to the terms and provisions of Item 500 of this Tariff.
- 2) International Private Leased Circuits ("IPLCs") are dedicated, fixed, point-to-point, digital transmission channels between C&W's premises and a virtual mid-point outside the Cayman Islands.
- 3) Upon request C&W can act as the Customer's Agent in providing full IPLC service. C&W has no price control on the far-end overseas portion of this service.
- 4) IPLCs can carry data, digitalized voice, video or any other form of digital transmission, at Bandwidths from 56 kbps to 45 Mbps.
- 5) Rates and charges and available standard Bandwidths are set out in sub-item 501.3.
- 6) Initial Terms available for IPLC Services: for contracts signed prior to December 16, 2004 it is month-to-month, 1 year, 3 years or 5 years; for contracts signed on or after December 16, 2004, it is month-to-month with a six month minimum, 1 year, 2 years or 3 years.

**2. Definitions**

**"Available"** means, for the purposes of sub-Item 501.4, transmission of signals over the Circuit can occur in one or both directions.

**"Circuit Availability Percentage" or "CAP"** is the figure determined using the following formula:

$$\text{CAP (\%)} = \left( \frac{\text{Total number of minutes in the period during which the service is Available.}}{\text{Total number of minutes in the period}} \right) \times 100$$

**"Customer Time"** means the time identified on the Fault Log (if any) attributable to or caused by, through no fault of C&W, the following:  
(a) incorrect or incomplete callout information provided by

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

Customer which prevents C&W from completing the trouble diagnosis and service restoration; (b) C&W being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) C&W calling Customer to close a Fault Log, but Customer being unavailable, or C&W being unable to verify service restoration with a Customer, or (e) any other act or omission on the part of Customer

**“Emergency Maintenance”** means maintenance work that needs to be carried out immediately due to the impact or potential impact to Services.

**“Time-To-Repair”** or **“TTR”** means, for the purposes of sub-Item 501.4, the period of time beginning when either C&W opens a Fault Log or Customer opens a Fault Log by calling the Customer Service Contact Centre Toll Free Number and ending when C&W closes the Fault Log with the Customer.

**“Network”** means, for the purposes of this Tariff Item 501, the combination of C&W-operated equipment, servers, circuits, and other data transmission facilities comprising C&W's international data network, excluding local loop and related equipment.

**“Performance Objectives”** means the Service Provisioning Intervals, the Time-To-Repair and the Circuit Availability service performance objectives described in sub-Item 501.4.

**“Planned Maintenance”** includes work necessary to maintain or upgrade the Network that affects, or has the potential to affect, the Service or its underlying transport or their quality of service, and excludes Emergency Maintenance.

**“Unavailability”** means the number of minutes that the IPLC was not Available to the Customer, measured from the time the outage was initially reported to C&W by the Customer and was logged by the Customer Service Contact Centre (**“Fault Report / Query”**) to the time C&W determines the Service was again Available.

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

**3. Terms and Conditions**

- 1) For contracts signed prior to December 16, 2004, the provision of IPLCs is subject to an Initial Term of one, three, or five years, or on a month-to-month basis. After the Initial Term, C&W will continue to provide IPLC Services on a month-to-month basis, at undiscounted prices, until terminated by either party giving not less than one month's prior written notice to the other.

- 1.1) For new customers signing contracts on or after December 16, 2004, the provision of IPLCs is subject to an Initial Term of one, two, or three years, or on a month-to-month (with a six month minimum term) basis. After the Initial Term, C&W will continue to provide IPLC Services on a month-to-month basis 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.

Existing customers who had C&W IPLC service prior to December 16, 2004 are subject to the following transitional arrangements: Existing customers must re-contract at month-to-month, 1, 2 or 3 year terms in order to take advantage of the new rates. Customers who have had IPLC service for six months or more and do not upgrade or downgrade their service, can re-contract at the month-to-month term, without the 6 month minimum term. Customers who have had IPLC service for fewer than six months or decide to upgrade or downgrade their service, can re-contract at the month-to-month term, subject to the 6 month minimum.

- 2) C&W's performance of its obligations shall be limited to the provision of facilities between C&W's premises and a virtual midpoint which, when combined with the facilities of an International Carrier, will establish a communications path between C&W's premises and the Overseas country with which the Customer is concerned. A Domestic Private Leased Circuit, as described in Item 502 of this Part E and ordered separately, is required to extend this service from C&W's premises to the Customer's Service Address.

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

- 3) The Customer shall be responsible for making any necessary application for facilities to such foreign administrations and/or International Carrier and payment of its charges. C&W undertakes no liability to the Customer for the acts or omissions of such foreign administration and/or other company for faults in or failures of their apparatus.
- 4) C&W does not guarantee that Circuits with Bandwidths higher than 2 Mbps (2048 kbps) can be provisioned from all locations in the Cayman Islands or to all Overseas countries of destination.
- 5) The Customer undertakes not to use the IPLCs:
  - i. to resell in whole or in part to third parties on a commercial or any other basis;
  - ii. to resell public traffic;
  - iii. to refile traffic from one country to another; or
  - iv. to resell part or all of any leased circuit capacity.
- 6) C&W shall determine in its sole discretion the facilities, Equipment and Network to be used to provide IPLC Service. Where the Customer requests, and C&W agrees to, the use of specific facilities, Equipment or Network for provision of the Service, the rates and charges set out in sub-Item 501.5 below do not necessarily apply, and C&W reserves the right to charge a different rate. C&W does not guarantee ICTA approval of that rate.
- 7) The applicable early termination fees on new contracts are as follows:

**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

<b>Term</b>	<b>Termination Terms</b>
Month-to-month	<ul style="list-style-type: none"> <li>Customer commits to a 6 month minimum purchase, after which there is NO early termination fee.</li> </ul>
1 Year	<ul style="list-style-type: none"> <li>50% of remaining contract value</li> </ul>
2 Year	<ul style="list-style-type: none"> <li>For termination in first year, 50% of remaining value of first year plus 25% of remaining value of second year;</li> <li>For termination in second year, 25% of remaining value.</li> </ul>
3 Year	<ul style="list-style-type: none"> <li>For termination in first year, 50% of remaining value of first year, plus 25% of remaining value of second year, plus 15% of remaining value of third year;</li> <li>For termination in second year, 25% of remaining value plus 15% of remaining value of third year</li> <li>For termination in third year, 15% of remaining value</li> </ul>

**4. Service Level Agreements**

- 1) Except as set out below, no compensation will be due to the Customer for failure to meet any of the Performance Objectives.
- 2) Faults can be reported to C&W 24 hours a day, 365 days a year. The maximum response time is 1 Working Day. The maximum repair time is 3 Working Days.
- 3) Both C&W and the Customer shall use reasonable endeavours to provide at least seven (7) working days' notice to the other where they are planning to carry out Planned Maintenance activities, and as much advance notice as the situation permits of Emergency

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

Maintenance. Any planned outage due to Planned Maintenance shall not be included in fault or circuit availability measurements.

- 4) In the event of any fault(s) reported by the Customer, C&W shall, for the purpose of maintenance, test the circuit(s) concerned. This testing shall be conducted, for the segment in which the fault had been detected, in blocks of fifteen (15) minutes to verify the Performance Objectives or in order to determine the cause of the fault and to rectify it in accordance with the Performance Objectives.
- 5) Service Provisioning Intervals. Where service has been determined to be available, C&W will use commercially reasonable efforts to deliver Services 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.
  - a. New Service for Group 1: Services for Group 1 shall be provided within 14 calendar days of Order Acceptance
  - b. New Service to Continental United States: 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.
  - c. All Other New Services: Services for all other Groups and countries are usually provided with 42 calendar days of Order Acceptance. This may vary due to constraints of other International Carriers or Domestic Carriers involved in building the circuit
- 6) Inability to meet the Service provisioning interval timeframes set out in the preceding paragraph will not give cause for Customer compensation if the inability is a result of:



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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

- a. lack of access 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.
- 7) C&W will endeavour to provide the Customer with reasonable advance notice of the date and time of Circuit testing (which shall take place during normal working hours) so that the Customer shall have the right, but not the obligation, to have a person or persons present to observe the tests.
- 8) When C&W notifies the Customer of the final test results, the Customer shall provide C&W with a written notice accepting such Circuit or rejecting such test results. If the Customer fails to notify C&W of its acceptance or rejection of the final test results for the tested Circuit within five (5) business days after receipt of notice of such test results, the Customer shall be deemed conclusively to have accepted the IPLC.
- 9) If the final test results show that a portion or all of the Circuit is not operating within the parameters of the specifications, C&W shall take such action as shall be commercially reasonably necessary, to bring the operating standards of such Circuit within the parameters of the specifications.
- 10) Circuit Availability. C&W will use reasonable endeavours to ensure that the target CAP for each IPLC will equal or be greater than **99.90%** of each month, based on a thirty-day month.
- 11) If C&W determines Unavailability exceeded 43 minutes and 12 seconds during any calendar month, C&W, upon the Customer's request, will credit the Customer's monthly invoice the percentage of

**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

the monthly Charge for the affected IPLC as set out in the following table, up to a maximum of seven (7) days' credit per calendar 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.

<b>Circuit Availability</b>	<b>Credit (% of monthly Charge)</b>
99.89% to 99.80%	5%
99.79% to 99.60%	10%
< 99.59%	15%

- 12) Unavailability will not include any Unavailability resulting from:
- a. Planned Maintenance or other scheduled Network maintenance that was notified to the Customer,
  - b. outages due to scheduled preventative maintenance procedures conducted upon reasonable notice to Customer,
  - c. outages on a network or system other than C&W's Network in the Cayman Islands,
  - d. an external party or faults in the network of an external party,
  - e. acts or omissions of Customer or an authorized user,
  - f. improper operation of Customer equipment, facilities or applications,
  - g. transient service degradation of short duration which are cleared before any repair action can be taken or
  - h. occurrences beyond the reasonable control of C&W, including acts of God, civil disorder and natural cataclysm.
- 13) Time to Repair: Time to Repair service for the DPLC and related equipment associated with the IPLC covered by the Performance Objectives in this sub-item 501.4 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

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

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.

- 14) 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.
- 15) 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.
- 16) Inability to meet this Time to Repair timeframe will not give cause for Customer compensation if inability is a result of:
  - a. lack of access 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

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

repair a fault within eight working hours, but will not provide compensation for any failure to meet this objective.

- 17) All Circuit Availability and TTR measurements do not include periods of service interruption resulting in whole or in part from one or more of the following causes:
- a. Customer Time.
  - b. Failure of the Customer's applications, equipment, or facilities including any third party equipment other than equipment furnished by C&W as part of the Service.
  - c. C&W- or Customer- Planned Maintenance or other scheduled maintenance.
  - d. Interruptions not reported by the Customer, or for which no Fault Log was opened.
  - e. Force Majeure.
  - f. Service Outages attributable to the installation of a new circuit.
  - g. Interruptions due to the failure of power, equipment, systems or service provided by a carrier other than C&W or any other service not provided or arranged for by C&W.
  - h. Faults due to a failure in the domestic links of the Circuit(s) to the Customer's premise equipment at the distant end not provided or arranged for by C&W.
- 18) Notwithstanding anything else to the contrary in this Item 501, the maximum credit payable to the Customer for failure to achieve any or all of the Performance Objectives under this sub-Item 501.4 for any given IPLC shall be one-half (1/2) of the monthly rental Charges for the affected Circuit.

**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

**5. Rates and Charges**

The following rates and charges apply in CI\$ for contracts signed prior to December 16<sup>th</sup> 2004 (d)

Circuit (b)	Install Fee	Monthly Fee (a)			
		Band 1	Band 2	Band 3	Band 4
IPLC: 56 kbps	\$410.00	\$764.00	\$3,200.00	\$2,500.00	\$6,700.00
IPLC: 64 kbps	\$410.00	\$764.00	\$3,200.00	\$2,500.00	\$6,700.00
IPLC: 128 kbps	\$410.00	\$1,800.00	\$4,297.00	\$4,587.00	\$9,740.00
IPLC: 192 kbps	\$410.00	\$1,679.00	\$5,972.00	\$6,376.00	\$13,539.00
IPLC: 256 kbps	\$410.00	\$2,092.00	\$12,800.00	\$7,906.00	\$16,788.00
IPLC: 320 kbps	\$410.00	\$2,429.00	\$8,639.00	\$9,224.00	\$19,585.00
IPLC: 384 kbps	\$410.00	\$2,729.00	\$9,708.00	\$10,365.00	\$22,007.00
IPLC: 512 kbps	\$410.00	\$3,221.00	\$11,458.00	\$12,232.00	\$25,973.00
IPLC: 768 kbps	\$410.00	\$3,916.00	\$13,928.00	\$14,869.00	\$31,573.00
IPLC: 1024 kbps	\$410.00	\$4,405.00	\$15,668.00	\$16,727.00	\$35,517.00
IPLC: 1544 kbps	\$410.00	\$5,388.00	\$19,166.00	\$19,916.00	\$43,447.00
IPLC: 2048 kbps	\$410.00	\$6,923.00	\$24,625.00	\$26,582.00	\$53,600.00
<b>Countries of Destination</b>		Jamaica	Bahamas Bermuda Puerto Rico	USA Canada Brazil	UK

- These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 3 and 5-year contracts respectively on Monthly Fee.
- The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- Other destinations may be quoted upon request. C&W does not guarantee availability of service in any other location and does not guarantee ICTA approval of the associated charge.
- Not available to new customers

**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

The following rates and charges apply in CI\$ for contracts signed on or after December 16<sup>th</sup> 2004 and before 01 July, 2006:

Circuit	Install Fee	Monthly Fee						
		Destination Price Grouping						
Speed		Group1	Group2	Group3	Group4	Group5	Group6	Group7
IPLC:56/64 kbps	\$410	\$764	\$1480	\$1480	\$1800	\$2160	\$3200	\$3200
IPLC:128 kbps	\$410	\$1800	\$2200	\$2200	\$2680	\$2800	\$4400	\$4400
IPLC:256 kbps	\$410	\$2082	\$3400	\$3400	\$4400	\$5000	\$6800	\$6800
IPLC:512 kbps	\$410	\$3221	\$5600	\$5600	\$6200	\$7280	\$11200	\$11200
IPLC:1024 kbps	\$410	\$4405	\$7500	\$7500	\$8400	\$10000	\$14900	\$14900
IPLC:1544 kbps	\$410	\$5388	\$7800	\$7800	\$11600	\$12800	\$15600	\$15600
IPLC:2048 kbps	\$410	\$6923	\$9250	\$9250	\$13000	\$15000	\$18000	\$18000
IPLC:9200 kbps	\$410	\$12000	\$18000	\$18000	\$28000	\$30800	\$39200	\$39200
IPLC:45000 kbps	\$410	\$39500	\$58500	\$58500	\$62500	\$67500	\$88000	\$88000
<b>Countries of Destination</b>		Jamaica	USA Canada	Caribbean	UK Brazil	Europe	Alaska Hawaii HongKong Japan Singapore	Rest of World

**Notes:**

- These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee.
- The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- The rates for Group 7 are indicative. Provisioning for countries is done on a case-by-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.
- These rates are not available to new customers.

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**Item 501 International Private Leased Circuits - continued**

The following rates and charges apply in CI\$ for contracts signed on or after 01 July, 2006:

Monthly Rental Local currency	Destination Price Grouping						
Speed	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
IPLC: 56/64Kbps	764	1,100	1,100	1,320	1,320	1,650	1,650
IPLC: 128Kbps	1,800	1,500	1,500	1,800	1,800	2,250	2,250
IPLC: 256Kbps	2,082	2,250	2,250	2,700	2,700	3,375	3,375
IPLC: 512Kbps	3,221	3,800	3,800	4,560	4,560	5,700	5,700
IPLC: 1024Kbps	4,405	5,100	5,100	6,120	6,120	7,650	7,650
IPLC: 1544Kbps	5,388	5,300	5,300	6,360	6,360	7,950	7,950
IPLC: 2048Kbps	6,923	6,300	6,300	7,560	7,560	9,450	9,450
IPLC: 3 Mbps	7,500	7,600	7,600	9,120	9,120	11,400	11,400
IPLC: 4 Mbps	8,400	8,750	8,750	10,500	10,500	13,125	13,125
IPLC: 5 Mbps	9,100	9,000	9,000	10,800	10,800	13,500	13,500
IPLC: 6 Mbps	9,925	10,000	10,000	12,000	12,000	15,000	15,000
IPLC: 7 Mbps	10,450	10,750	10,750	12,900	12,900	16,125	16,125
IPLC: 8 Mbps	11,000	11,450	11,450	13,740	13,740	17,175	17,175
IPLC: 9 Mbps	11,525	11,800	11,800	14,160	14,160	17,700	17,700
IPLC: 10 Mbps	12,000	12,250	12,250	14,700	14,700	18,375	18,375
IPLC: 15 Mbps	16,750	17,500	17,500	21,000	21,000	26,250	26,250
IPLC: 20 Mbps	21,400	22,500	22,500	27,000	27,000	33,750	33,750
IPLC: 25 Mbps	26,700	27,150	27,150	32,580	32,580	40,725	40,725
IPLC: 30 Mbps	30,850	31,650	31,650	37,980	37,980	47,475	47,475
IPLC: 35 Mbps	34,800	35,700	35,700	42,840	42,840	53,550	53,550
IPLC: 40 Mbps	37,800	38,000	38,000	45,600	45,600	57,000	57,000
IPLC: 45 Mbps	39,500	40,000	40,000	48,000	48,000	60,000	60,000
<b>Countries of Destination</b>	Jamaica	USA Canada	Caribbean	U.K. Brazil	Europe	Alaska Hawaii Hong Kong Japan Singapore	Rest of World

Notes:

- a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee.

**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a case-by-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.

The following rates and charges apply in CI\$ for contracts signed on or after 01 July, 2007:

Monthly Rental Local currency		Destination Price Grouping						
Speed	Install Fee	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
IPLC: 56/64Kbps	\$410	\$764	750	\$1,100	\$1,320	\$1,320	\$1,650	\$1,650
IPLC: 128Kbps	\$410	\$1,800	1,050	\$1,500	\$1,800	\$1,800	\$2,250	\$2,250
IPLC: 256Kbps	\$410	\$2,082	1,125	\$2,250	\$2,700	\$2,700	\$3,375	\$3,375
IPLC: 512Kbps	\$410	\$3,221	1,325	\$3,800	\$4,560	\$4,560	\$5,700	\$5,700
IPLC: 1024Kbps	\$410	\$4,405	1,875	\$5,100	\$6,120	\$6,120	\$7,650	\$7,650
IPLC: 1544Kbps	\$410	\$5,388	2,075	\$5,300	\$6,360	\$6,360	\$7,950	\$7,950
IPLC: 2048Kbps	\$410	\$6,923	2,250	\$6,300	\$7,560	\$7,560	\$9,450	\$9,450
IPLC: 3 Mbps	\$410	\$7,500	3,150	\$7,600	\$9,120	\$9,120	\$11,400	\$11,400
IPLC: 4 Mbps	\$410	\$8,400	3,900	\$8,750	\$10,500	\$10,500	\$13,125	\$13,125
IPLC: 5 Mbps	\$410	\$9,100	4,700	\$9,000	\$10,800	\$10,800	\$13,500	\$13,500
IPLC: 6 Mbps	\$410	\$9,925	5,400	\$10,000	\$12,000	\$12,000	\$15,000	\$15,000
IPLC: 7 Mbps	\$410	\$10,450	6,075	\$10,750	\$12,900	\$12,900	\$16,125	\$16,125
IPLC: 8 Mbps	\$410	\$11,000	6,600	\$11,450	\$13,740	\$13,740	\$17,175	\$17,175
IPLC: 9 Mbps	\$410	\$11,525	7,088	\$11,800	\$14,160	\$14,160	\$17,700	\$17,700
IPLC: 10 Mbps	\$410	\$12,000	7,500	\$12,250	\$14,700	\$14,700	\$18,375	\$18,375
IPLC: 15 Mbps	\$410	\$16,750	10,750	\$17,500	\$21,000	\$21,000	\$26,250	\$26,250
IPLC: 20 Mbps	\$410	\$21,400	13,500	\$22,500	\$27,000	\$27,000	\$33,750	\$33,750
IPLC: 25 Mbps	\$410	\$26,700	15,375	\$27,150	\$32,580	\$32,580	\$40,725	\$40,725
IPLC: 30 Mbps	\$410	\$30,850	16,875	\$31,650	\$37,980	\$37,980	\$47,475	\$47,475
IPLC: 35 Mbps	\$410	\$34,800	18,375	\$35,700	\$42,840	\$42,840	\$53,550	\$53,550
IPLC: 40 Mbps	\$410	\$37,800	19,875	\$38,000	\$45,600	\$45,600	\$57,000	\$57,000
IPLC: 45 Mbps	\$410	\$39,500	21,000	\$40,000	\$48,000	\$48,000	\$60,000	\$60,000
<b>Countries of Destination</b>		Jamaica	USA Canada	Caribbean	U.K. Brazil	Europe	Alaska Hawaii Hong Kong Japan Singapore	Rest of World

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**PART E      DATA SERVICES - continued**

**Item 501      International Private Leased Circuits - continued**

Notes:

- a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee. Additional volume discounts of 5%, 10% and 15% are available to Customers who sign 1, 2 and 3-year contracts, respectively, for two or more 45 Mbps DS-3s at the same time.
- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a case-by-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.

**PART E DATA SERVICES**

**Item 501 International Private Leased Circuits**

**1. Service Description**

- 1) This Part is subject to the terms and provisions of Item 500 of this Tariff.
- 2) International Private Leased Circuits ("IPLCs") are dedicated, fixed, point-to-point, digital transmission channels between C&W's premises and a virtual mid-point outside the Cayman Islands.
- 3) Upon request C&W can act as the Customer's Agent in providing full IPLC service. C&W has no price control on the far-end overseas portion of this service.
- 4) IPLCs can carry data, digitalized voice, video or any other form of digital transmission, at Bandwidths from 56 kbps to 45 Mbps.
- 5) Rates and charges and available standard Bandwidths are set out in sub-item 501.3.
- 6) Initial Terms available for IPLC Services: for contracts signed prior to December 16, 2004 it is month-to-month, 1 year, 3 years or 5 years; for contracts signed on or after December 16, 2004, it is month-to-month with a six month minimum, 1 year, 2 years or 3 years.

**2. Definitions**

"Available" means, for the purposes of sub-Item 501.4, transmission of signals over the Circuit can occur in one or both directions.

"Circuit Availability Percentage" or "CAP" is the figure determined using the following formula:

$$\text{CAP (\%)} = \left( \frac{\text{Total number of minutes in the period during which the service is Available.}}{\text{Total number of minutes in the period}} \right) \times 100$$

"Customer Time" means the time identified on the Fault Log (if any) attributable to or caused by, through no fault of C&W, the following:  
 (a) incorrect or incomplete callout information provided by

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

Customer which prevents C&W from completing the trouble diagnosis and service restoration; (b) C&W being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) C&W calling Customer to close a Fault Log, but Customer being unavailable, or C&W being unable to verify service restoration with a Customer, or (e) any other act or omission on the part of Customer

“Emergency Maintenance” means maintenance work that needs to be carried out immediately due to the impact or potential impact to Services.

“Time-To-Repair” or “TTR” means, for the purposes of sub-Item 501.4, the period of time beginning when either C&W opens a Fault Log or Customer opens a Fault Log by calling the Customer Service Contact Centre Toll Free Number and ending when C&W closes the Fault Log with the Customer.

“Network” means, for the purposes of this Tariff Item 501, the combination of C&W-operated equipment, servers, circuits, and other data transmission facilities comprising C&W’s international data network, excluding local loop and related equipment.

“Performance Objectives” means the Service Provisioning Intervals, the Time-To-Repair and the Circuit Availability service performance objectives described in sub-Item 501.4.

“Planned Maintenance” includes work necessary to maintain or upgrade the Network that affects, or has the potential to affect, the Service or its underlying transport or their quality of service, and excludes Emergency Maintenance.

“Unavailability” means the number of minutes that the IPLC was not Available to the Customer, measured from the time the outage was initially reported to C&W by the Customer and was logged by the Customer Service Contact Centre (“Fault Report / Query”) to the time C&W determines the Service was again Available.

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

**3. Terms and Conditions**

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- 1) For contracts signed prior to December 16, 2004, the provision of IPLCs is subject to an Initial Term of one, three, or five years, or on a month-to-month basis. After the Initial Term, C&W will continue to provide IPLC Services on a month-to-month basis, at undiscounted prices, until terminated by either party giving not less than one month's prior written notice to the other.

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- 1.1) For new customers signing contracts on or after December 16, 2004, the provision of IPLCs is subject to an Initial Term of one, two, or three years, or on a month-to-month (with a six month minimum term) basis. After the Initial Term, C&W will continue to provide IPLC Services on a month-to-month basis 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.

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Existing customers who had C&W IPLC service prior to December 16, 2004 are subject to the following transitional arrangements: Existing customers must re-contract at month-to-month, 1, 2 or 3 year terms in order to take advantage of the new rates. Customers who have had IPLC service for six months or more and do not upgrade or downgrade their service, can re-contract at the month-to-month term, without the 6 month minimum term. Customers who have had IPLC service for fewer than six months or decide to upgrade or downgrade their service, can re-contract at the month-to-month term, subject to the 6 month minimum.

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- 2) C&W's performance of its obligations shall be limited to the provision of facilities between C&W's premises and a virtual midpoint which, when combined with the facilities of an International Carrier, will establish a communications path between C&W's premises and the Overseas country with which the Customer is concerned. A Domestic Private Leased Circuit, as described in Item 502 of this Part E and ordered separately, is required to extend this service from C&W's premises to the Customer's Service Address.

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

3) The Customer shall be responsible for making any necessary application for facilities to such foreign administrations and/or International Carrier and payment of its charges. C&W undertakes no liability to the Customer for the acts or omissions of such foreign administration and/or other company for faults in or failures of their apparatus.

4) C&W does not guarantee that Circuits with Bandwidths higher than 2 Mbps (2048 kbps) can be provisioned from all locations in the Cayman Islands or to all Overseas countries of destination.

5) The Customer undertakes not to use the IPLCs:

- i. to resell in whole or in part to third parties on a commercial or any other basis;
- ii. to resell public traffic;
- iii. to refile traffic from one country to another; or
- iv. to resell part or all of any leased circuit capacity.

6) C&W shall determine in its sole discretion the facilities, Equipment and Network to be used to provide IPLC Service. Where the Customer requests, and C&W agrees to, the use of specific facilities, Equipment or Network for provision of the Service, the rates and charges set out in sub-Item 501.5 below do not necessarily apply, and C&W reserves the right to charge a different rate. C&W does not guarantee ICTA approval of that rate.

7) The applicable early termination fees on new contracts are as follows:

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**Deleted:** <#>Services for Group 1 shall be provided within 14 calendar days of Order Acceptance. ¶

<#>Services for all other Groups are usually provided with 42 calendar days of Order Acceptance. This may vary due to constraints of other International Carriers or Domestic Carriers involved in building the circuit. ¶

<#>Faults can be reported to C&W 24 hours a day, 365 days a year. The maximum response time is 1 Working Day. The maximum repair time is 3 Working Days. ¶

<#>Where any Service provided pursuant to this Item has been continuously unavailable for a continuous period ... [1]

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

Term	Termination Terms
Month-to-month	<ul style="list-style-type: none"> <li>Customer commits to a 6 month minimum purchase, after which there is NO early termination fee.</li> </ul>
1 Year	<ul style="list-style-type: none"> <li>50% of remaining contract value</li> </ul>
2 Year	<ul style="list-style-type: none"> <li>For termination in first year, 50% of remaining value of first year plus 25% of remaining value of second year;</li> <li>For termination in second year, 25% of remaining value.</li> </ul>
3 Year	<ul style="list-style-type: none"> <li>For termination in first year, 50% of remaining value of first year, plus 25% of remaining value of second year, plus 15% of remaining value of third year;</li> <li>For termination in second year, 25% of remaining value plus 15% of remaining value of third year</li> <li>For termination in third year, 15% of remaining value</li> </ul>

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**4. Service Level Agreements**

- Except as set out below, no compensation will be due to the Customer for failure to meet any of the Performance Objectives.
- Faults can be reported to C&W 24 hours a day, 365 days a year. The maximum response time is 1 Working Day. The maximum repair time is 3 Working Days.
- Both C&W and the Customer shall use reasonable endeavours to provide at least seven (7) working days' notice to the other where they are planning to carry out Planned Maintenance activities, and as much advance notice as the situation permits of Emergency

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PART E DATA SERVICES - continued

Item 501 International Private Leased Circuits - continued

Maintenance. Any planned outage due to Planned Maintenance shall not be included in fault or circuit availability measurements.

- 4) In the event of any fault(s) reported by the Customer, C&W shall, for the purpose of maintenance, test the circuit(s) concerned. This testing shall be conducted, for the segment in which the fault had been detected, in blocks of fifteen (15) minutes to verify the Performance Objectives or in order to determine the cause of the fault and to rectify it in accordance with the Performance Objectives.

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- 5) Service Provisioning Intervals. Where service has been determined to be available, C&W will use commercially reasonable efforts to deliver Services 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.

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- a. New Service for Group 1. Services for Group 1 shall be provided within 14 calendar days of Order Acceptance.

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- b. New Service to Continental United States: 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.

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- c. All Other New Services: Services for all other Groups and countries are usually provided with 42 calendar days of Order Acceptance. This may vary due to constraints of other International Carriers or Domestic Carriers involved in building the circuit.

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- 6) Inability to meet the Service provisioning interval timeframes set out in the preceding paragraph will not give cause for Customer compensation if the inability is a result of:

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

- a. lack of access 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.
- 7) C&W will endeavour to provide the Customer with reasonable advance notice of the date and time of Circuit testing (which shall take place during normal working hours) so that the Customer shall have the right, but not the obligation, to have a person or persons present to observe the tests.
- 8) When C&W notifies the Customer of the final test results, the Customer shall provide C&W with a written notice accepting such Circuit or rejecting such test results. If the Customer fails to notify C&W of its acceptance or rejection of the final test results for the tested Circuit within five (5) business days after receipt of notice of such test results, the Customer shall be deemed conclusively to have accepted the IPLC.
- 9) If the final test results show that a portion or all of the Circuit is not operating within the parameters of the specifications, C&W shall take such action as shall be commercially reasonably necessary, to bring the operating standards of such Circuit within the parameters of the specifications.
- 10) Circuit Availability. C&W will use reasonable endeavours to ensure that the target CAP for each IPLC will equal or be greater than 99.90% of each month, based on a thirty-day month.
- 11) If C&W determines Unavailability exceeded 43 minutes and 12 seconds during any calendar month, C&W, upon the Customer's request, will credit the Customer's monthly invoice the percentage of

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

the monthly Charge for the affected IPLC as set out in the following table, up to a maximum of seven (7) days' credit per calendar 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.

<b>Circuit Availability</b>	<b>Credit (% of monthly Charge)</b>
<u>99.89% to 99.80%</u>	<u>5%</u>
<u>99.79% to 99.60%</u>	<u>10%</u>
<u>&lt; 99.59%</u>	<u>15%</u>

12) Unavailability will not include any Unavailability resulting from:

- a. Planned Maintenance or other scheduled Network maintenance that was notified to the Customer,
- b. outages due to scheduled preventative maintenance procedures conducted upon reasonable notice to Customer,
- c. outages on a network or system other than C&W's Network in the Cayman Islands,
- d. an external party or faults in the network of an external party,
- e. acts or omissions of Customer or an authorized user,
- f. improper operation of Customer equipment, facilities or applications,
- g. transient service degradation of short duration which are cleared before any repair action can be taken or
- h. occurrences beyond the reasonable control of C&W, including acts of God, civil disorder and natural cataclysm

- 13) Time to Repair: Time to Repair service for the DPLC and related equipment associated with the IPLC covered by the Performance Objectives in this sub-item 501.4 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

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**Item 501 International Private Leased Circuits - continued**

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.

- 14) 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.

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- 15) 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 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.

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

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- a. lack of access 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

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Item 501 International Private Leased Circuits - continued

repair a fault within eight working hours, but will not provide compensation for any failure to meet this objective.

- 17) All Circuit Availability and TTR measurements do not include periods of service interruption resulting in whole or in part from one or more of the following causes:

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- a. Customer Time.
- b. Failure of the Customer's applications, equipment, or facilities including any third party equipment other than equipment furnished by C&W as part of the Service.
- c. C&W- or Customer- Planned Maintenance or other scheduled maintenance.
- d. Interruptions not reported by the Customer, or for which no Fault Log was opened.
- e. Force Majeure.
- f. Service Outages attributable to the installation of a new circuit.
- g. Interruptions due to the failure of power, equipment, systems or service provided by a carrier other than C&W or any other service not provided or arranged for by C&W.
- h. Faults due to a failure in the domestic links of the Circuit(s) to the Customer's premise equipment at the distant end not provided or arranged for by C&W.

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- 18) Notwithstanding anything else to the contrary in this Item 501, the maximum credit payable to the Customer for failure to achieve any or all of the Performance Objectives under this sub-Item 501.4 for any given IPLC shall be one-half (1/2) of the monthly rental Charges for the affected Circuit.

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**Item 501 International Private Leased Circuits - continued**

**5. Rates and Charges**

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The following rates and charges apply in CI\$ for contracts signed prior to December 16<sup>th</sup> 2004 (d)

Circuit (b)	Install Fee	Monthly Fee (a)			
		Band 1	Band 2	Band 3	Band 4
IPLC: 56 kbps	\$410.00	\$764.00	\$3,200.00	\$2,500.00	\$6,700.00
IPLC: 64 kbps	\$410.00	\$764.00	\$3,200.00	\$2,500.00	\$6,700.00
IPLC: 128 kbps	\$410.00	\$1,800.00	\$4,297.00	\$4,587.00	\$9,740.00
IPLC: 192 kbps	\$410.00	\$1,679.00	\$5,972.00	\$6,376.00	\$13,539.00
IPLC: 256 kbps	\$410.00	\$2,092.00	\$12,800.00	\$7,906.00	\$16,788.00
IPLC: 320 kbps	\$410.00	\$2,429.00	\$8,639.00	\$9,224.00	\$19,585.00
IPLC: 384 kbps	\$410.00	\$2,729.00	\$9,708.00	\$10,365.00	\$22,007.00
IPLC: 512 kbps	\$410.00	\$3,221.00	\$11,458.00	\$12,232.00	\$25,973.00
IPLC: 768 kbps	\$410.00	\$3,916.00	\$13,928.00	\$14,869.00	\$31,573.00
IPLC: 1024 kbps	\$410.00	\$4,405.00	\$15,668.00	\$16,727.00	\$35,517.00
IPLC: 1544 kbps	\$410.00	\$5,388.00	\$19,166.00	\$19,916.00	\$43,447.00
IPLC: 2048 kbps	\$410.00	\$6,923.00	\$24,625.00	\$26,582.00	\$53,600.00
<b>Countries of Destination</b>		Jamaica	Bahamas Bermuda Puerto Rico	USA Canada Brazil	UK

- These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 3 and 5-year contracts respectively on Monthly Fee.
- The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- Other destinations may be quoted upon request. C&W does not guarantee availability of service in any other location and does not guarantee ICTA approval of the associated charge.
- Not available to new customers

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

The following rates and charges apply in C\$ for contracts signed on or after December 16<sup>th</sup> 2004 and before 01 July, 2006:

Circuit Speed	Install Fee	Monthly Fee Destination Price Grouping						
		Group1	Group2	Group3	Group4	Group5	Group6	Group7
IPLC:56/64 kbps	\$410	\$764	\$1480	\$1480	\$1800	\$2160	\$3200	\$3200
IPLC:128 kbps	\$410	\$1800	\$2200	\$2200	\$2680	\$2800	\$4400	\$4400
IPLC:256 kbps	\$410	\$2082	\$3400	\$3400	\$4400	\$5000	\$6800	\$6800
IPLC:512 kbps	\$410	\$3221	\$5600	\$5600	\$6200	\$7280	\$11200	\$11200
IPLC:1024 kbps	\$410	\$4405	\$7500	\$7500	\$8400	\$10000	\$14900	\$14900
IPLC:1544 kbps	\$410	\$5388	\$7800	\$7800	\$11600	\$12800	\$15600	\$15600
IPLC:2048 kbps	\$410	\$6923	\$9250	\$9250	\$13000	\$15000	\$18000	\$18000
IPLC:9200 kbps	\$410	\$12000	\$18000	\$18000	\$28000	\$30800	\$39200	\$39200
IPLC:45000 kbps	\$410	\$39500	\$58500	\$58500	\$62500	\$67500	\$88000	\$88000
<b>Countries of Destination</b>		Jamaica	USA Canada	Caribbean	UK Brazil	Europe	Alaska Hawaii HongKong Japan Singapore	Rest of World

**Notes:**

- These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee.
- The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- The rates for Group 7 are indicative. Provisioning for countries is done on a case-by-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.
- These rates are not available to new customers.

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

The following rates and charges apply in C\$ for contracts signed on or after 01 July, 2006:

Monthly Rental Local currency	Destination Price Grouping						
Speed	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
IPLC: 56/64Kbps	764	1,100	1,100	1,320	1,320	1,650	1,650
IPLC: 128Kbps	1,800	1,500	1,500	1,800	1,800	2,250	2,250
IPLC: 256Kbps	2,082	2,250	2,250	2,700	2,700	3,375	3,375
IPLC: 512Kbps	3,221	3,800	3,800	4,560	4,560	5,700	5,700
IPLC: 1024Kbps	4,405	5,100	5,100	6,120	6,120	7,650	7,650
IPLC: 1544Kbps	5,388	5,300	5,300	6,360	6,360	7,950	7,950
IPLC: 2048Kbps	6,923	6,300	6,300	7,560	7,560	9,450	9,450
IPLC: 3 Mbps	7,500	7,600	7,600	9,120	9,120	11,400	11,400
IPLC: 4 Mbps	8,400	8,750	8,750	10,500	10,500	13,125	13,125
IPLC: 5 Mbps	9,100	9,000	9,000	10,800	10,800	13,500	13,500
IPLC: 6 Mbps	9,925	10,000	10,000	12,000	12,000	15,000	15,000
IPLC: 7 Mbps	10,450	10,750	10,750	12,900	12,900	16,125	16,125
IPLC: 8 Mbps	11,000	11,450	11,450	13,740	13,740	17,175	17,175
IPLC: 9 Mbps	11,525	11,800	11,800	14,160	14,160	17,700	17,700
IPLC: 10 Mbps	12,000	12,250	12,250	14,700	14,700	18,375	18,375
IPLC: 15 Mbps	16,750	17,500	17,500	21,000	21,000	26,250	26,250
IPLC: 20 Mbps	21,400	22,500	22,500	27,000	27,000	33,750	33,750
IPLC: 25 Mbps	26,700	27,150	27,150	32,580	32,580	40,725	40,725
IPLC: 30 Mbps	30,850	31,650	31,650	37,980	37,980	47,475	47,475
IPLC: 35 Mbps	34,800	35,700	35,700	42,840	42,840	53,550	53,550
IPLC: 40 Mbps	37,800	38,000	38,000	45,600	45,600	57,000	57,000
IPLC: 45 Mbps	39,500	40,000	40,000	48,000	48,000	60,000	60,000
<b>Countries of Destination</b>	Jamaica	USA Canada	Caribbean	U.K. Brazil	Europe	Alaska Hawaii Hong Kong Japan Singapore	Rest of World

Notes:

- a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee.

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a case-by-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.

The following rates and charges apply in C\$ for contracts signed on or after 01 July, 2007:

Monthly Rental	Destination Price Grouping							
Local currency								
Speed	Install Fee	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
IPLC: 56/64Kbps	\$410	\$764	750	\$1,100	\$1,320	\$1,320	\$1,650	\$1,650
IPLC: 128Kbps	\$410	\$1,800	1,050	\$1,500	\$1,800	\$1,800	\$2,250	\$2,250
IPLC: 256Kbps	\$410	\$2,082	1,125	\$2,250	\$2,700	\$2,700	\$3,375	\$3,375
IPLC: 512Kbps	\$410	\$3,221	1,325	\$3,800	\$4,560	\$4,560	\$5,700	\$5,700
IPLC: 1024Kbps	\$410	\$4,405	1,875	\$5,100	\$6,120	\$6,120	\$7,650	\$7,650
IPLC: 1544Kbps	\$410	\$5,388	2,075	\$5,300	\$6,360	\$6,360	\$7,950	\$7,950
IPLC: 2048Kbps	\$410	\$6,923	2,250	\$6,300	\$7,560	\$7,560	\$9,450	\$9,450
IPLC: 3 Mbps	\$410	\$7,500	3,150	\$7,600	\$9,120	\$9,120	\$11,400	\$11,400
IPLC: 4 Mbps	\$410	\$8,400	3,900	\$8,750	\$10,500	\$10,500	\$13,125	\$13,125
IPLC: 5 Mbps	\$410	\$9,100	4,700	\$9,000	\$10,800	\$10,800	\$13,500	\$13,500
IPLC: 6 Mbps	\$410	\$9,925	5,400	\$10,000	\$12,000	\$12,000	\$15,000	\$15,000
IPLC: 7 Mbps	\$410	\$10,450	6,075	\$10,750	\$12,900	\$12,900	\$16,125	\$16,125
IPLC: 8 Mbps	\$410	\$11,000	6,600	\$11,450	\$13,740	\$13,740	\$17,175	\$17,175
IPLC: 9 Mbps	\$410	\$11,525	7,088	\$11,800	\$14,160	\$14,160	\$17,700	\$17,700
IPLC: 10 Mbps	\$410	\$12,000	7,500	\$12,250	\$14,700	\$14,700	\$18,375	\$18,375
IPLC: 15 Mbps	\$410	\$16,750	10,750	\$17,500	\$21,000	\$21,000	\$26,250	\$26,250
IPLC: 20 Mbps	\$410	\$21,400	13,500	\$22,500	\$27,000	\$27,000	\$33,750	\$33,750
IPLC: 25 Mbps	\$410	\$26,700	15,375	\$27,150	\$32,580	\$32,580	\$40,725	\$40,725
IPLC: 30 Mbps	\$410	\$30,850	16,875	\$31,650	\$37,980	\$37,980	\$47,475	\$47,475
IPLC: 35 Mbps	\$410	\$34,800	18,375	\$35,700	\$42,840	\$42,840	\$53,550	\$53,550
IPLC: 40 Mbps	\$410	\$37,800	19,875	\$38,000	\$45,600	\$45,600	\$57,000	\$57,000
IPLC: 45 Mbps	\$410	\$39,500	21,000	\$40,000	\$48,000	\$48,000	\$60,000	\$60,000
Countries of Destination		Jamaica	USA Canada	Caribbean	U.K. Brazil	Europe	Alaska Hawaii Hong Kong Japan Singapore	Rest of World

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**PART E DATA SERVICES - continued**

**Item 501 International Private Leased Circuits - continued**

Notes:

- a) These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee. Additional volume discounts of 5%, 10% and 15% are available to Customers who sign 1, 2 and 3-year contracts, respectively, for two or more 45 Mbps DS-3s at the same time.
- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a case-by-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.

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Services for Group 1 shall be provided within 14 calendar days of Order Acceptance.

Services for all other Groups are usually provided with 42 calendar days of Order Acceptance. This may vary due to constraints of other International Carriers or Domestic Carriers involved in building the circuit.

Faults can be reported to C&W 24 hours a day, 365 days a year. The maximum response time is 1 Working Day. The maximum repair time is 3 Working Days.

Where any Service provided pursuant to this Item has been continuously unavailable for a continuous period of two hours or more after a failure in the Service has been reported to C&W by reason of some fault in any part of the C&W's network and not as a result of:

- (a) the fault or negligence of the Customer;
- (b) failure by the Customer to comply with any of the provisions of this Tariff Item; or
- (c) power failures, accident, neglect or any other causes outside the control of C&W;

the Customer may apply to C&W for rebate of the Monthly Fee applicable to that Service and appropriate to that period and C&W shall give the Customer a full rebate of the Monthly Fee applicable to that Service, calculated on an hourly basis for the period that the Service is unavailable through the fault of C&W.

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- 8) C&W does not guarantee availability of Bandwidths higher than 2 Mbps (2048 kbps).

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# **MAINTENANCE AND SERVICE ANNEX TO THE SERVICE SCHEDULE TO AGREEMENT NUMBER [ ], FOR THE PROVISION OF INTERNATIONAL PRIVATE LEASED CIRCUIT SERVICE**

## **1. OVERVIEW**

This Maintenance and Quality of Service Annex defines the targets for Network Availability, Reporting and Mean-Time-To-Repair that C&W will maintain for its International Private Leased Circuit (IPLC) Service.

## **2. DEFINITIONS**

**“Circuit Failure”** means a total loss of service, where the circuit is unable to transmit signals in one or both directions subject to the Circuit Availability exclusions in Section 5.

**“Fault”** means a condition causing degraded service or loss of service on the C&W network

**“Fault Log”** means the official method used by the Customer to advise C&W of a perceived Fault.

**“Force Majeure”** means events beyond the reasonable control of C&W including, but not limited to, acts of God, government regulation, industrial disputes, natural disasters, national emergency or any other causes whether similar or otherwise outside C&W’s control.

**“Handover Point”** means the physical (a Customer Location or a C&W Location) or theoretical point where the Service or any portion thereof is delivered by C&W.

**“Review Period”** means one (1) calendar month duration and continues every calendar month for the period of the term.

**“Service”** means the IPLC Service as defined in the IPLC Service Schedule.

## **3. AVAILABILITY**

The IPLC is defined as ‘Available’ when transmission of signals over the circuit can occur in both directions.

The following equation will be used to calculate Circuit Availability Percentage (“CAP”):



$$\text{CAP (\%)} = \left( \frac{\text{Total number of minutes in the period during which the Service is available.}}{\text{Total of minutes in the period}} \right) \times 100$$

#### **4. QUALITY OF SERVICE TARGETS**

##### **Circuit Availability**

C&W will use reasonable endeavours to ensure that target network availability will equal or be greater than **99.90%**.

Any planned outage due to scheduled maintenance shall not be included in fault or circuit availability measurements.

##### **Mean Time To Repair (MTTR)**

The Mean-Time-To-Repair ("MTTR") is the period of time beginning when either C&W opens a Fault Log or Customer opens a Fault Log by calling the Cable & Wireless Windward Contact Centre Toll Free Number and ending when C&W closes the Fault Log with the Customer, calculated as an average of all Fault Logs.

C&W will endeavour to ensure that in respect of any Fault the target time to restore will not exceed 4 hours, subject to the MTTR and circuit availability exclusions in Section 5.

##### **Performance Objectives**

Bit Error Rate (BER)	1x10E-8
% Error Free Seconds (EFS)	>99.9%
Severely Errored Seconds (SES)	< 3 seconds

##### **Bit Error Rate (BER)**

The ratio of the number of errored bits counted over a test interval to the number of data bits examined in a test interval.

##### **% Error Free Seconds (EFS)**

The number of seconds, expressed as a percentage of the duration of the test excluding time in which the Service is not Available in accordance with Section 3 above, that no error occurs.

##### **Severely Errored Seconds (SES)**



The number of seconds in which the BER is worse than  $1 \times 10^{-2}$

#### **Fault Testing**

- a) In the event of any fault(s) reported by the Customer, C&W shall, for the purpose of maintenance, test the circuit(s) concerned. This testing shall be conducted, for the segment in which the fault had been detected, in blocks of fifteen (15) minutes to verify the Performance Objectives listed above or in order to determine the cause of the fault and to rectify it in accordance with the Performance Objectives listed above.

### **5. CIRCUIT AVAILABILITY AND MTTR EXCLUSIONS**

All Circuit Availability and MTTR measurements do not include periods of service interruption resulting in whole or in part from one or more of the following causes:

- "Customer Time," the time identified on the Fault Log (if any) attributable to or caused by, through no fault of C&W, the following: (a) incorrect or incomplete callout information provided by Customer which prevents C&W from completing the trouble diagnosis and service restoration; (b) C&W being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) C&W calling Customer to close a Fault Log, but Customer being unavailable, or C&W being unable to verify service restoration with a Customer, or (e) any other act or omission on the part of Customer.
- Outages on a network or system other than C&W's Network in the Cayman Islands.
- Failure of the Customer's applications, equipment, or facilities including any third party equipment other than equipment furnished by C&W as part of the Service.
- C&W - or Customer- scheduled maintenance for which notice was given to the other party.
- Interruptions not reported by the Customer, or for which no Fault Log was opened.
- Force Majeure.
- Service Outages attributable to the installation of a new circuit.
- Interruptions due to the failure of power, equipment, systems or service provided by the Foreign Carrier or any other service not provided or arranged for by C&W.
- Faults due to a failure in the domestic links of the Circuit(s) to the Customer's premise equipment at the distant end not provided or arranged for by C&W.
- transient service degradation of short duration which are cleared before any repair action can be taken or
- Other occurrences beyond the reasonable control of C&W, including acts of God, civil disorder and natural cataclysm.

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#### **Circuit Unavailability and Compensation**



- 1) If C&W determines Unavailability exceeded 43 minutes and 12 seconds during any calendar month, C&W, upon the Customer's request, will credit the Customer's monthly invoice the percentage of the monthly Charge for the affected IPLC as set out in the following table, up to a maximum of seven (7) days' credit per calendar 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.

Circuit Availability	Credit (% of monthly Charge)
99.89% to 99.80%	5%
99.79% to 99.60%	10%
< 99.59%	15%

- 2) Unavailability will not include any Unavailability resulting from those interruptions mentioned in Section 5.
- 3) Notwithstanding anything else to the contrary in this Annex, the maximum credit payable to the Customer for failure to achieve any or all of the Performance Objectives under this Annex for any given IPLC shall be one-half (1/2) of the monthly rental Charges for the affected Circuit.

## 6. FAULT REPORTING

- The C&W Contact Centre will be the contact point for the reporting of suspected Faults by the Customer. The C&W Contact Centre operates 24 hours a day, 365 days of the year. Its contact details are as follows:

**The Contact Centre  
Cable & Wireless West Indies  
1<sup>st</sup> Floor Cedar Court  
Wilkey  
St. Michael  
Barbados**

**Telephone: 1-800-804-2994  
E-mail: [Windwardcontact.centre@cw.com](mailto:Windwardcontact.centre@cw.com)**

- The Customer will notify C&W of a single point of contact for the co-ordination of fault management between the Customer and the C&W Contact Centre.



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- The Customer shall have prime responsibility for fault detection and reporting. The Customer shall attempt to establish the location of any fault and shall report suspected Faults to the C&W Contact Centre.
- The C&W Customer Contact Centre shall allocate a unique Fault Log Number to each suspected Fault reported to it and shall notify the Customer of the Fault Log Number. The Fault Log Number must be quoted in all correspondence concerning the suspected Fault.

## **7. FAULT INVESTIGATION AND RESOLUTION**

- Following allocation of a Fault Log Number, the C&W Customer Contact Centre will instruct the relevant C&W business unit providing the Service to investigate a suspected fault in accordance with its internal fault resolution processes.
- Subject to the provision of any maintenance contract, in the event that the suspected fault is found not to be a fault, the C&W Contact Centre shall notify the Customer within 30 minutes that C&W has no further responsibility for resolution of the problem.
- In the event that the suspected fault is found to be a fault, the C&W Contact Centre shall notify the Customer accordingly within 30 minutes.
- For faults during working hours, C&W has a fault restoration target of no greater than four (4) hours for each incident from the time the fault report is first initiated by the Customer. Outside of normal working hours C&W will use reasonable efforts to repair a fault within eight (8) working hours, but will not provide compensation for any failure to meet this objective.
- C&W will follow its internal fault resolution processes to resolve the Fault. C&W may, at its discretion, resolve the Fault on a temporary basis and resolve the Fault on a permanent basis at a later date if this is considered to be reasonable.
- The Customer will inform the C&W Contact Centre of all developments that affect service performance during resolution of a fault and give all necessary assistance to C&W to enable the fault to be resolved. If the Customer impedes the resolution of a fault, C&W may suspend the measurement of the Restoration Time.

## **8. FAULT PROGRESS REPORTING**

- The Customer shall notify the C&W Contact Centre of faults with its network which affect the provision of the Service and of resolution of such faults.



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- The C&W Contact Centre will have information on all outstanding faults and the Customer may call for an update at any time.
- C&W Contact Centre will notify the Customer immediately if the Response Time is likely to be increased and shall give reasons for any such increase.

## **9. FAULT CLEARANCE**

- The C&W Contact Centre will notify the Customer that a Fault has been cleared. The Customer must inform the C&W Contact Centre within 30 minutes if it does not agree that this is the case. The C&W Contact Centre will close the Fault if no negative response is received within 30 minutes.
- If the Customer and the C&W Contact Centre fail to agree on whether a Fault has been cleared, the issue shall be escalated in accordance with Section 10.

## **10. FAULT ESCALATION**

- The customer may escalate a fault clearance issue in accordance with this paragraph if the Target Restoration Times are not met.
- Escalation is effected by notifying the C&W contact identified below. The contact will be responsible for co-ordinating the escalation procedure and maintaining the escalation records. The contact details are:

**Courtney Gordon**  
**Provisioning & Fault Control Manager**  
**Carrier Services**  
**2nd Floor ,**  
**51 half Tree Road**  
**Kingston 10**  
**Jamaica**  
**Tel: 1 876 936 2751**  
**Mob: 1 876 997 0682**  
**e-mail: [courtney.gordon@cwjm.cwplc.com](mailto:courtney.gordon@cwjm.cwplc.com)**

- If the Fault is not rectified within 24 hours of escalation in accordance with above or where the individual identified above cannot be contacted by the Customer, the Customer may escalate the matter to the Executive Vice-President, Carrier Services whose contact details are:

**Cable & Wireless Jamaica Limited**  
**Mr. Lawrence McNaughton**  
**Vice-President**





**Carrier Services  
2-6 Carlton Crescent  
Kingston 5**

**Tel: (876) 936-2736  
Mobile: (876) 997 9827  
Facsimile: (876) 920 8590  
E-mail: [lawrence.mcnaughton@cwjm.cwplc.com](mailto:lawrence.mcnaughton@cwjm.cwplc.com)**

- If the C&W Contact Centre receives no response from the Customer's representative within 24 hours from the time of notification by the C&W Contact Centre about any matter relating to a suspected fault or a fault, C&W may report the fault to:
- If no response is received from the Customer within 24 hours of contacting the Technical Operations Manager, the Customer's General Manager will be notified.

## **11. DISPUTE RESOLUTION**

- If the Parties are unable to agree
  - a. Whether a suspected Fault is a Fault; or
  - b. Whether a Fault is clearedthe issue shall initially be escalated as detailed in section 10 above. If the issue cannot be resolved within 2 hours, the Parties may agree to conduct tests to resolve the dispute. In the meantime, C&W's view of the situation shall be used to determine how the suspected Fault is handled.

## **12. PLANNED & EMERGENCY MAINTENANCE**

Planned maintenance encompasses:

- work necessary to maintain the Service that affects, or has the potential to affect the IPLC or its underlying transport or their Quality of Service; or
- work necessary to maintain the Service that affects, or has the potential to affect the Quality of Service provided by the other Party's System.

The Party planning to carry out planned maintenance activity (the Maintenance Party) should provide at least seven (7) Business Days notice to the other Party.

Emergency maintenance is a type of maintenance work that needs to be carried out immediately due to the impact or potential impact to services. If this work affects, or



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has the potential to affect the other Party's Services, then, as much advance notice will be given as the situation permits.

## 1. DOMESTIC CIRCUIT CHARGES

The following rates and charges apply.

Install Fee: \$99.00

Monthly Price (CI\$)				
Discount	0%	5%	10%	15%
Bandwidth	month to month	1 Year	2 Year	3 Year
	Price	Price	Price	Price
64Kbps	\$220	\$220	\$220	\$220
128Kbps	\$260	\$247	\$234	\$221
256Kbps	\$300	\$285	\$270	\$255
512Kbps	\$340	\$323	\$306	\$289
1024Kbps	\$500	\$475	\$450	\$425
1544Kbps	\$620	\$589	\$558	\$527
2 Mbps	\$720	\$684	\$648	\$612
3 Mbps	\$1,040	\$988	\$936	\$884
4 Mbps	\$1,080	\$1,026	\$972	\$918
5 Mbps	\$1,120	\$1,064	\$1,008	\$952
6 Mbps	\$1,160	\$1,102	\$1,044	\$986
7 Mbps	\$1,200	\$1,140	\$1,080	\$1,020
8 Mbps	\$1,240	\$1,178	\$1,116	\$1,054
9 Mbps	\$1,280	\$1,216	\$1,152	\$1,088
10 Mbps	\$1,320	\$1,254	\$1,188	\$1,122
15 Mbps	\$1,800	\$1,710	\$1,620	\$1,530
20 Mbps	\$2,040	\$1,938	\$1,836	\$1,734
25 Mbps	\$2,280	\$2,166	\$2,052	\$1,938
30 Mbps	\$2,520	\$2,394	\$2,268	\$2,142
35 Mbps	\$2,680	\$2,546	\$2,412	\$2,278
40 Mbps	\$2,840	\$2,698	\$2,556	\$2,414
45 Mbps	\$2,960	\$2,812	\$2,664	\$2,516

Notes:

- Term discounts are not available on 64 kbps circuits.
- Volume discounts of up to 20%, 30% and 45% off the monthly fee are also available to customers who purchase 10, 20 or 30 circuits, respectively, or more. As an exception to this, no volume discounts are available on 64 kbps DPLCs.
- Circuit speeds above 2 Mbps are currently only available in the George Town exchange. C&W does not guarantee the availability of bandwidths above 2Mbps.

## 2. INTERNATIONAL HALF CIRCUIT CHARGES

The following rates and charges apply.

Install Fee \$410.00

Monthly Rental Local currency	Destination Price Grouping						
Speed	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
IPLC: 56/64Kbps	611	600	880	1,056	1,056	1,320	1,320
IPLC: 128Kbps	1,440	840	1,200	1,440	1,440	1,800	1,800
IPLC: 256Kbps	1,666	900	1,800	2,160	2,160	2,700	2,700
IPLC: 512Kbps	2,577	1060	3,040	3,648	3,648	4,560	4,560
IPLC: 768Kbps	0	1200	0	0	0	0	0
IPLC: 1024Kbps	3,524	1500	4,080	4,896	4,896	6,120	6,120
IPLC: 1544Kbps	4,310	1660	4,240	5,088	5,088	6,360	6,360
IPLC: 2048Kbps	5,538	1800	5,040	6,048	6,048	7,560	7,560
IPLC: 3 Mbps	6,000	2520	6,080	7,296	7,296	9,120	9,120
IPLC: 4 Mbps	6,720	3120	7,000	8,400	8,400	10,500	10,500
IPLC: 5 Mbps	7,280	3760	7,200	8,640	8,640	10,800	10,800
IPLC: 6 Mbps	7,940	4320	8,000	9,600	9,600	12,000	12,000
IPLC: 7 Mbps	8,360	4860	8,600	10,320	10,320	12,900	12,900
IPLC: 8 Mbps	8,800	5280	9,160	10,992	10,992	13,740	13,740
IPLC: 9 Mbps	9,220	5670.4	9,440	11,328	11,328	14,160	14,160
IPLC: 10 Mbps	9,600	6000	9,800	11,760	11,760	14,700	14,700
IPLC: 15 Mbps	13,400	8600	14,000	16,800	16,800	21,000	21,000
IPLC: 20 Mbps	17,120	10800	18,000	21,600	21,600	27,000	27,000
IPLC: 25 Mbps	21,360	12300	21,720	26,064	26,064	32,580	32,580
IPLC: 30 Mbps	24,680	13500	25,320	30,384	30,384	37,980	37,980
IPLC: 35 Mbps	27,840	14700	28,560	34,272	34,272	42,840	42,840
IPLC: 40 Mbps	30,240	15900	30,400	36,480	36,480	45,600	45,600
IPLC: 45 Mbps	31,600	16800	32,000	38,400	38,400	48,000	48,000
<b>Countries of Destination</b>	Jamaica	USA Canada	Caribbean	U.K. Brazil	Europe	Alaska Hawaii Hong Kong Japan Singapore	Rest of World

Notes:

- These rates apply to month-to-month contracts. C&W offers term discounts of 5%, 10% and 15% for 1, 2 and 3-year contracts respectively on Monthly Fee. Additional volume discounts of 5%, 10% and 15% are available to Customers who sign 1, 2 and 3-year contracts, respectively, for two or more 45 Mbps DS-3s at the same time.

- b) The Domestic Private Leased Circuit between the C&W premises and the Customer's Service Address is charged separately. See Item 502 of this Tariff.
- c) The rates for Group 7 are indicative. Provisioning for countries is done on a case-by-case basis. C&W does not guarantee availability of service in these locations and cannot guarantee ICTA approval of the associated charge.