	DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
Purpose					
WHEREAS:	(A) DataLink is a wholly owned subsidiary of Caribbean Utilities Company, Ltd. (" <b>Electric</b> <b>Utility</b> ") and pursuant to an agreement dated 20 March 2012, has the right to attach to a certain "communications space" on Electric Utility's poles and to sub- licence to other parties the right to attach to that space (" <b>CUC</b> <b>Agreement</b> ").	(A) DataLink is a wholly owned subsidiary of Caribbean Utilities Company, Ltd. (" <b>Electric</b> <b>Utility</b> ") and pursuant to an agreement dated 20 March 2012, has the right to attach to a certain "communications space" on Electric Utility's poles and to sub- licence to other parties the right to attach to that space ("CUC Agreement").	(A) DataLink is a wholly owned subsidiary of Caribbean Utilities Company, Ltd. (" <b>Electric</b> <b>Utility</b> ") and <del>pursuant to</del> <del>an agreement dated 20</del> <u>March 2012</u> , has the right to attach to a certain "communications space" on Electric Utility's poles and to sub- licence to other parties the right to attach to that space-("CUC Agreement").	(A) DataLink is a wholly owned subsidiary of Caribbean Utilities Company, Ltd. (" <b>Electric</b> <b>Utility</b> ") and <del>pursuant to</del> <del>an agreement dated 20</del> <u>March 2012</u> , has the right to attach to a certain "communications space" on Electric Utility's poles and to sub- licence to other parties the right to attach to that space-("CUC Agreement").	(A) DataLink <u>Communications Utility</u> is a wholly owned subsidiary of Caribbean Utilities Company, Ltd. ("Electric Utility") and pursuant to an agreement dated 20 March 2012, has the right to attach to a certain "communications space" on Electric Utility's poles and to sub- licence to other parties the right to attach to that space ("CUC Agreement").
	(B) Pursuant to Article XIX of the CUC Agreement, DataLink is entitled to grant sub- licenses to third parties to place certain attachments on Electric Utility's Poles.	(B) Pursuant to Article XIX of the CUC Agreement, DataLink is entitled to grant sub- licenses to third parties to place certain attachments on Electric Utility's Poles.	N/A	N/A	N/A
	(C) Both parties to the Agreement recognize that there are a number of advantages to each party sharing its distribution supporting structure with the other party for the attachment of each party's aerial cables and associated	(C) Both parties to the Agreement recognize that there are a number of advantages to each party sharing its distribution supporting structure with the other party for the attachment of each party's aerial cables and associated	(B) Both parties to the Agreement recognize that there are a number of advantages to each party sharing its distribution supporting structure with the other party for the attachment of each party's aerial cables and associated	(B) Both parties to the Agreement recognize that there are a number of advantages to each party sharing its distribution supporting structure with the other party for the attachment of each party's aerial cables and associated	(B) Both parties to the Agreement Electric Utility recognizes that there are a number of advantages to each party sharing its the distribution supporting structure with the other party other parties for the attachment of each

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
equipment. These	equipment. These	equipment. These	equipment. These	party's aerial cables and
advantages include a	advantages include a	advantages include a	advantages include a	associated equipment.
reduction in the burden	reduction in the burden	reduction in the burden	reduction in the burden	These advantages
placed upon public and	placed upon public and	placed upon public and	placed upon public and	include a reduction in
private rights-of-way,	private rights-of-way,	private rights-of-way,	private rights-of-way,	the burden placed upon
lower costs for real	lower costs for real	lower costs for real	lower costs for real	public and private rights-
property development	property development	property development	property development	of-way, lower costs for
and highway alterations,	and highway alterations,	and highway alterations,	and highway alterations,	real property
and a more favourable	and a more favourable	and a more favourable	and a more favourable	development and
aesthetic impact.	aesthetic impact.	aesthetic impact.	aesthetic impact.	highway alterations, and
Additionally, each party	Additionally, each party	Additionally, each party	Additionally, each party	a more favourable
is of the view that,	is of the view that,	<del>is of the view that,</del>	is of the view that,	aesthetic impact.
wherever possible, there	wherever possible, there	wherever possible, there	wherever possible, there	Additionally, each party
is an overall cost saving	is an overall cost saving	is an overall cost saving	is an overall cost saving	Electric Utility is of the
to it and any other party	to it and any other party	to it and any other party	to it and any other party	view that, wherever
who may wish to share	who may wish to share	<del>who may wish to share</del>	who may wish to share	possible, there is an
its distribution	its distribution	its distribution	its distribution	overall cost saving to it
supporting structure by	supporting structure by	supporting structure by	supporting structure by	and any other party who
eliminating the	eliminating the	eliminating the	eliminating the	may wish to share <del>its</del> <u>the</u>
placement, maintenance	placement, maintenance	placement, maintenance	placement, maintenance	distribution supporting
and operation costs due	and operation costs due	and operation costs due	and operation costs due	structure by eliminating
to the addition of a	to the addition of a	to the addition of a	to the addition of a	the placement,
second pole line.	second pole line.	second pole line.	second pole line.	maintenance and
				operation costs due to
				the addition of a second
 				pole line.
(D) Both parties	(D) Both parties	(C) Both parties	N/A	N/A
acknowledge and agree	acknowledge and agree	acknowledge and agree		
that this Agreement is	that this Agreement is	that this Agreement is		
subject to the	subject to the	subject to the		
Information and	Information and	Information and		
Communications	Communications	Communications		
Technology Law, as	Technology Law, as	Technology Law, as		
amended from time to	amended from time to	amended from time to		
time, and the	time, and the	time, and the		
Information and	Information and	Information and		

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	Communications	Communications	Communications		
	Technology Law	Technology Law	Technology Law		
	(Interconnection and	(Interconnection and	(Interconnection and		
	Infrastructure Sharing)	Infrastructure Sharing)	Infrastructure Sharing)		
	Regulations, 2003	Regulations, 2003	Regulations, 2003		
	(collectively, the "Law").	(collectively, the " <b>Law</b> ").	(collectively, the " <b>Law</b> ").		
	(E) It is proposed that the	(E) It is proposed that the	(D) It is proposed that	(C) It is proposed that	(C) It is proposed that
	parties enter into this	parties enter into this	the parties enter into	the parties enter into	the parties enter into
	agreement to allow each	agreement to allow each	this agreement to allow	this agreement to allow	this agreement to allow
	party to share its	party to share its	each party to share its	each party to share its	each party to share its
	distribution supporting	distribution supporting	distribution supporting	distribution supporting	distribution supporting
	structure with the other	structure with the other	structure with the other	structure with the other	structure with the other
	party.	party.	party.	party.	party.
	Nothing in this	Nothing in this	Nothing in this	Nothing in this	Nothing in this
	agreement is intended to	agreement is intended to	agreement is intended to	agreement is intended to	agreement is intended to
	reduce the rights that	reduce the rights that	reduce the rights that	reduce the rights that	reduce the rights that
	each party would retain	each party would retain	each party would retain	each party would retain	each party would retain
	if it maintained its own	if it maintained its own	if it maintained its own	if it maintained its own	if it maintained its own
	separate pole line.	separate pole line.	separate pole line.	separate pole line.	separate pole line.
MASTER					
AGREEMENT					
I. DEFINITIONS	For the purposes of this	For the purposes of this	For the purposes of this	For the purposes of this	For the purposes of this
	Agreement, the following	Agreement, the following	Agreement, the following	Agreement, the following	Agreement, the following
	terms, phrases, words,	terms, phrases, words,	terms, phrases, words,	terms, phrases, words,	terms, phrases, words,
	and their derivations,	and their derivations,	and their derivations,	and their derivations,	and their derivations,
	shall have the meaning	shall have the meaning	shall have the meaning	shall have the meaning	shall have the meaning
	given herein, unless	given herein, unless	given herein, unless	given herein, unless	given herein, unless
	more specifically defined	more specifically defined	more specifically defined	more specifically defined	more specifically defined
	within a specific Article	within a specific Article	within a specific Article	within a specific Article	within a specific Article
	or Paragraph of this	or Paragraph of this	or Paragraph of this	or Paragraph of this	or Paragraph of this
	Agreement. When not	Agreement. When not	Agreement. When not	Agreement. When not	Agreement. When not
	inconsistent with the	inconsistent with the	inconsistent with the	inconsistent with the	inconsistent with the
	context, words used in	context, words used in	context, words used in	context, words used in	context, words used in
	the present tense include	the present tense include	the present tense include	the present tense include	the present tense include
	the future tense, words	the future tense, words	the future tense, words	the future tense, words	the future tense, words
	in the plural number	in the plural number	in the plural number	in the plural number	in the plural number

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
include the singular	include the singular	include the singular	include the singular	include the singular
number, and words in	number, and words in	number, and words in	number, and words in	number, and words in
the singular number	the singular number	the singular number	the singular number	the singular number
include the plural	include the plural	include the plural	include the plural	include the plural
number. The words	number. The words	number. The words	number. The words	number. The words
"shall" and "will" are	"shall" and "will" are	"shall" and "will" are	"shall" and "will" are	"shall" and "will" are
mandatory and "may" is	mandatory and "may" is	mandatory and "may" is	mandatory and "may" is	mandatory and "may" is
permissive. Words not	permissive. Words not	permissive. Words not	permissive. Words not	permissive. Words not
defined shall be given	defined shall be given	defined shall be given	defined shall be given	defined shall be given
their common and	their common and	their common and	their common and	their common and
ordinary meaning.	ordinary meaning.	ordinary meaning.	ordinary meaning.	ordinary meaning.
A. Active Joint Use Pole:	A. <u>Active Joint Use Pol</u> e:	A. Active Joint Use Pole:	A. Active Joint Use Pole:	A. Active Joint Use Pole:
means a Pole that	means a Pole that	means a Pole that	means a Pole that	means a Pole that
contains the	contains the	contains the	contains the	contains the
Attachments of both	Attachments of both	Attachments of both	Attachments of both	Attachments of both
parties as of the effective	parties as of the effective	parties as of the effective	parties as of the effective	parties as of the effective
date of this Agreement.	date of this Agreement.	date of this Agreement.	date of this Agreement.	date of this Agreement.
B. Affiliate: when used in	B. <u>Affiliate</u> : when used in	B. <u>Affiliate</u> : when used in	B. <u>Affiliate</u> : when used in	B. <u>Affiliate</u> : when used in
relation to an Attaching	relation to an Attaching	relation to an Attaching	relation to an Attaching	relation to an Attaching
Entity, means another	Entity, means another	Entity, means another	Entity, means another	Entity, means another
entity that owns or	entity that owns or	entity that owns or	entity that owns or	entity that owns or
controls, is owned or	controls, is owned or	controls, is owned or	controls, is owned or	controls, is owned or
controlled by, or is under	controlled by, or is under	controlled by, or is under	controlled by, or is under	controlled by, or is under
common ownership or	common ownership or	common ownership or	common ownership or	common ownership or
control with such	control with such	control with such	control with such	control with such
 Attaching Entity.	Attaching Entity.	Attaching Entity.	Attaching Entity.	Attaching Entity.
C. Annual Attachment	C. <u>Annual Attachment</u>	C. <u>Annual Attachment</u>	C. <u>Annual Attachment</u>	C. <u>Annual Attachment</u>
Fee: means the annual	Fee: means the annual	<u>Fee</u> : means the annual	<u>Fee</u> : means the annual	Fee: means the annual
amount charged by the	amount charged by the	amount charged by the	amount charged by the	amount charged by the
Owner Utility to the	Owner Utility to the	Owner Utility to the	Owner Utility to the	Owner Utility to the
Attaching Utility for each	Attaching Utility for each	Attaching Utility for each	Attaching Utility for each	Attaching Utility for each
of the Attaching Utility's	of the Attaching Utility's	of the Attaching Utility's	of the Attaching Utility's	of the Attaching Utility's
Attachments on the	Attachments on the	Attachments on the	Attachments on the	Attachments on the
Owner Utility's Poles as	Owner Utility's Poles as	Owner Utility's Poles as	Owner Utility's Poles as	Owner Utility's Poles as
set forth in Appendix A,	set forth in Appendix A,	set forth in Appendix A,	set forth in Appendix A,	set forth in Appendix A,
Item 1. The Annual	Item 1. The Annual	Item 1. The Annual	Item 1. The Annual	Item 1. The Annual

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Attachment Fee may be	Attachment Fee may be	Attachment Fee may be	Attachment Fee may be	Attachment Fee may be
updated annually in the	updated annually in the	updated annually in the	updated annually in the	updated annually in the
manner described in	manner described in	manner described in	manner described in	manner described in
Appendix A, Item 4.	Appendix A, Item 4.	Appendix A, Item 4.	Appendix A, Item 4.	Appendix A, Item 4.
D. Applicable Standards:	D. Applicable Standards:	D. Applicable Standards:	D. Applicable Standards:	D. Applicable Standards:
means all applicable	means all applicable	means all applicable	means all applicable	means all applicable
engineering and safety	engineering and safety	engineering and safety	engineering and safety	engineering and safety
standards governing the	standards governing the	standards governing the	standards governing the	standards governing the
installation, maintenance	installation, maintenance	installation, maintenance	installation, maintenance	installation, maintenance
and operation of	and operation of	and operation of	and operation of	and operation of
facilities and the	facilities and the	facilities and the	facilities and the	facilities and the
performance of all work	performance of all work	performance of all work	performance of all work	performance of all work
in or around the Electric	in or around the Electric	in or around the Electric	in or around the Electric	in or around the Electric
Facilities and includes	Facilities and includes	Facilities and includes	Facilities and includes	Facilities and includes
the most current	the most current	the most current	the most current	the most current
versions of National	versions of National	versions of National	versions of National	versions of National
Electric Safety Code	Electric Safety Code	Electric Safety Code	Electric Safety Code	Electric Safety Code
("NESC"), the National	("NESC"), the National	(" <b>NESC</b> "), the National	(" <b>NESC</b> "), the National	("NESC"), the National
Electrical Code ("NEC"),	Electrical Code ("NEC"),	Electrical Code ("NEC"),	Electrical Code ("NEC"),	Electrical Code ("NEC"),
each of which is	each of which is	each of which is	each of which is	each of which is
incorporated by	incorporated by	incorporated by	incorporated by	incorporated by
reference in this	reference in this	reference in this	reference in this	reference in this
Agreement, and/or other	Agreement, and/or other	Agreement, and/or other	Agreement, and/or other	Agreement, and/or other
reasonable safety and	reasonable safety and	reasonable safety and	reasonable safety and	reasonable safety and
engineering	engineering	engineering	engineering	engineering
requirements of a Utility	requirements of a Utility	requirements of a Utility	requirements of a Utility	requirements of a Utility
or other authority with	or other authority with	or other authority with	or other authority with	or other authority with
jurisdiction over the	jurisdiction over the	jurisdiction over the	jurisdiction over the	jurisdiction over the
Facilities. In all instances	Facilities. In all instances	Facilities. In all instances	Facilities. In all instances	Facilities. In all instances
of conflict between	of conflict between	of conflict between	of conflict between	of conflict between
standards the stricter	standards the stricter	standards the stricter	standards the stricter	standards the stricter
standard shall be applied	standard shall be applied	standard shall be applied	standard shall be applied	standard shall be applied
unless specifically waived	unless specifically waived	unless specifically waived	unless specifically waived	unless specifically waived
in writing by the Owner	in writing by the Owner	in writing by the Owner	in writing by the Owner	in writing by the Owner
Utility.	Utility.	Utility.	Utility.	Utility.

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
E. Assigned Space: either	E. Assigned Space: either	E. Assigned Space: either	E. Assigned Space: either	E. Assigned Space: either
the Communications	the Communications	the Communications	the Communications	the Communications
Space or the Electrical	Space or the Electrical	Space or the Electrical	Space or the Electrical	Space or the Electrical
Space, which means	Space, which means	Space, which means	Space, which means	Space, which means
space on Poles that, can	space on Poles that, can	space on Poles that, can	space on Poles that, can	space on Poles that, can
be used, as defined by	be used, as defined by	be used, as defined by	be used, as defined by	be used, as defined by
the Applicable Standards	the Applicable Standards	the Applicable Standards	the Applicable Standards	the Applicable Standards
and the Agreement, for	and the Agreement, for	and the Agreement, for	and the Agreement, for	and the Agreement, for
the attachment of	the attachment of	the attachment of	the attachment of	the attachment of
Facilities for the	Facilities for the	Facilities for the	Facilities for the	Facilities for the
provision of	provision of	provision of	provision of	provision of
Communications Service	Communications Service	Communications Service	Communications Service	Communications Service
or Electric Service,	or Electric Service,	or Electric Service,	or Electric Service,	or Electric Service,
respectively. Further	respectively. Further	respectively. Further	respectively. Further	respectively. <del>Further</del>
details of, and terms	details of, and terms	details of, and terms	details of, and terms	details of, and terms
relating to, the Assigned	relating to, the Assigned	relating to, the Assigned	relating to, the Assigned	relating to, the Assigned
Space are set out in	Space are set out in	Space are set out in	Space are set out in	Space are set out See
Appendix C and the	Appendix C and the	Appendix C and the	Appendix C and the	<u>drawings</u> in Appendix C
drawings attached	drawings attached	drawings attached	drawings attached	and the drawings
thereto.	thereto.	thereto.	thereto.	attached thereto.
F. Attaching Entity:	F. <u>Attaching Entity</u> :	F. <u>Attaching Entity</u> :	F. Attaching Entity:	F. <u>Attaching Entity</u> :
means any public or	means any public or	means any public or	means any public or	means any public or
private entity, including	private entity, including	private entity, including	private entity, including	private entity, including
Attaching Utility, which	Attaching Utility, which	Attaching Utility, which	Attaching Utility, which	Attaching Utility, which
places an Attachment on	places an Attachment on	places an Attachment on	places an Attachment on	places an Attachment on
Owner Utility's Pole, in	Owner Utility's Pole, in	Owner Utility's Pole, in	Owner Utility's Pole, in	Owner Utility's Pole, in
accordance with a Joint	accordance with a Joint	accordance with a Joint	accordance with a Joint	accordance with a Joint
Use Agreement, to	Use Agreement, to	Use Agreement, to	Use Agreement, to	Use Agreement, to
provide Electric Service	provide Electric Service	provide Electric Service	provide Electric Service	provide Electric Service
or Communications	or Communications	or Communications	or Communications	or Communications
Service.	Service.	Service.	Service.	Service.
G. Attaching Utility:	G. Attaching Utility:	G. Attaching Utility:	G. Attaching Utility:	G. Attaching Utility:
means the party (either	means the party (either	means the party (either	means the party (either	means the party (either
Communications Utility	Communications Utility	Communications Utility	Communications Utility	Communications Utility
or DataLink) having the	or DataLink) having the	or DataLink) having the	or DataLink) having the	or DataLink) having the
right under this	right under this	right under this	right under this	right under this

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Agreement to make				
Attachments to a Pole of				
which the other party is				
the Owner Utility. Each				
party is an Attaching				
Utility under this				
Agreement with respect				
to the Poles owned by				
the other party.				
H. <u>Attachment(s)</u> : means				
Facilities that are utilised				
to provide Electric				
Service or				
Communications Service				
that are placed directly				
on Utility's Poles or				
Overlashed onto an				
existing Attachment, but				
do not include a Service				
Drop attached to a single				
Pole where the Attaching				
Utility has an existing				
Attachment on such				
Pole.	Pole.	Pole.	Pole.	Pole.
I. <u>Business Days</u> : means	l. <u>Business Days</u> : means	N/A	N/A	N/A
any day other than a	any day other than a			
Saturday, Sunday or	Saturday, Sunday or			
public holiday on which	public holiday on which			
the banks in the Cayman	the banks in the Cayman			
Islands are open for	Islands are open for			
retail business.	retail business.			
J. Capacity: means the	J. Capacity: means the	I. Capacity: means the	I. Capacity: means the	I. Capacity: means the
ability of a Pole to				
accommodate an				
additional Attachment				
based on Applicable				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Standards, including	Standards, including	Standards, including	Standards, including	Standards, including
space and loading	space and loading	space and loading	space and loading	space and loading
considerations.	considerations.	considerations.	considerations.	considerations.
K. <u>Climbing Space</u> : means	K. <u>Climbing Space</u> : means	J. <u>Climbing Space</u> : means	J. <u>Climbing Space</u> : means	J. <u>Climbing Space</u> : means
that portion of a Pole's	that portion of a Pole's	that portion of a Pole's	that portion of a Pole's	that portion of a Pole's
surface and surrounding	surface and surrounding	surface and surrounding	surface and surrounding	surface and surrounding
space that is free from	space that is free from	space that is free from	space that is free from	space that is free from
encumbrances to enable	encumbrances to enable	encumbrances to enable	encumbrances to enable	encumbrances to enable
Owner Utility's	Owner Utility's	Owner Utility's	Owner Utility's	Owner Utility's
employees and	employees and	employees and	employees and	employees and
contractors to safely	contractors to safely	contractors to safely	contractors to safely	contractors to safely
climb, access and work	climb, access and work	climb, access and work	climb, access and work	climb, access and work
on Utility Facilities and	on Utility Facilities and	on Utility Facilities and	on Utility Facilities and	on Utility Facilities and
 equipment.	equipment.	equipment.	equipment.	equipment.
L. <u>Common Space</u> :	L. <u>Common Space</u> :	K. <u>Common Space</u> :	K. <u>Common Space</u> :	K. <u>Common Space</u> :
means space on Owner	means space on Owner	means space on Owner	means space on Owner	means space on Owner
Utility's Poles that is not	Utility's Poles that is not	Utility's Poles that is not	Utility's Poles that is not	Utility's Poles that is not
used for the placement	used for the placement	used for the placement	used for the placement	used for the placement
of wires or cables but	of wires or cables but	of wires or cables but	of wires or cables but	of wires or cables but
which jointly benefits all	which jointly benefits all	which jointly benefits all	which jointly benefits all	which jointly benefits all
users of the Poles by	users of the Poles by	users of the Poles by	users of the Poles by	users of the Poles by
supporting the	supporting the	supporting the	supporting the	supporting the
underlying structure	underlying structure	underlying structure	underlying structure	underlying structure
and/or providing safety	and/or providing safety	and/or providing safety	and/or providing safety	and/or providing safety
clearance between	clearance between	clearance between	clearance between	clearance between
attaching entities and	attaching entities and	attaching entities and	attaching entities and	attaching entities and
 Electric Utility's Facilities.	Electric Utility's Facilities.	Electric Utility's Facilities.	Electric Utility's Facilities.	Electric Utility's Facilities.
M. Communications	M. Communications	L. <u>Communications</u>	L. <u>Communications</u>	L. Communications
Facilities: means wire, or	Facilities: means wire, or	Facilities: means wire, or	Facilities: means wire, or	Facilities: means wire, or
cable facilities including	cable facilities including	cable facilities including	cable facilities including	cable facilities including
but not limited to fiber	but not limited to fiber	but not limited to fiber	but not limited to fiber	but not limited to fiber
optic, copper and/or	optic, copper and/or	optic, copper and/or	optic, copper and/or	optic, copper and/or
coaxial cables or wires	coaxial cables or wires	coaxial cables or wires	coaxial cables or wires	coaxial cables or wires
owned by either Utility	owned by either Utility	owned by either Utility	owned by either Utility	owned by either Utility
and utilised to provide	and utilised to provide	and utilised to provide	and utilised to provide	and utilised to provide
Communications Service	Communications Service	Communications Service	Communications Service	Communications Service

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
including any and all	including any and all	including any and all	including any and all	including any and all
associated equipment.	associated equipment.	associated equipment.	associated equipment.	associated equipment.
N. Communications	N. Communications	M. Communications	M. Communications	M. Communications
Service: means the	Service: means the	Service: means the	Service: means the	Service: means the
delivery, transmission or	delivery, transmission or	delivery, transmission or	delivery, transmission or	delivery, transmission or
receipt of voice, video,	receipt of voice, video,	receipt of voice, video,	receipt of voice, video,	receipt of voice, video,
data, Internet or other	data, Internet or other	data, Internet or other	data, Internet or other	data, Internet or other
forms of digital or	forms of digital or	forms of digital or	forms of digital or	forms of digital or
analogue signals over	analogue signals over	analogue signals over	analogue signals over	analogue signals over
Communications	Communications	Communications	Communications	Communications
Facilities, but does not	Facilities, but does not	Facilities, but does not	Facilities, but does not	Facilities, but does not
include any such	include any such	include any such	include any such	include any such
transmission or receipt	transmission or receipt	transmission or receipt	transmission or receipt	transmission or receipt
by Electric Utility when	by Electric Utility when	by Electric Utility when	by Electric Utility when	by Electric Utility when
utilised to provide	utilised to provide	utilised to provide	utilised to provide	utilised to provide
internal, non-commercial	internal, non-commercial	internal, non-commercial	internal, non-commercial	internal, non-commercial
communications related	communications related	communications related	communications related	communications related
to the operation of the	to the operation of the	to the operation of the	to the operation of the	to the operation of the
Electric Utility or non-	Electric Utility or non-	Electric Utility or non-	Electric Utility or non-	Electric Utility or non-
commercial	commercial	commercial	commercial	commercial
governmental	governmental	governmental	governmental	governmental
communications.	communications.	communications.	communications.	communications.
O. Communication	O. Communication	N. Communication	N. Communication	N. Communication
<u>Space</u> : means the space	Space: means the space	Space: means the space	Space: means the space	<u>Space</u> : means the space
on a Standard Utility Pole	on a Standard Utility Pole	on a Standard Utility Pole	on a Standard Utility Pole	on a Standard Utility Pole
allotted for the	allotted for the	allotted for the	allotted for the	allotted for the
attachment of	attachment of	attachment of	attachment of	attachment of
Communications	Communications	Communications	Communications	Communications
Facilities, which begins at	Facilities, which begins at	Facilities, which begins at	Facilities, which begins at	Facilities, which begins at
the minimum distance	the minimum distance	the minimum distance	the minimum distance	the minimum distance
above the ground	above the ground	above the ground	above the ground	above the ground
specified under the	specified under the	specified under the	specified under the	specified under the
Applicable Standards	Applicable Standards	Applicable Standards	Applicable Standards	Applicable Standards
where Attachments can	where Attachments can	where Attachments can	where Attachments can	where Attachments can
be made and an example	be made and an example	be made and <del>an example</del>	be made and <del>an example</del>	be made <del>and an example</del>
of this is illustrated in	of this is illustrated in	<del>of this is</del> <u>as</u> illustrated in	<del>of this is</del> <u>as</u> illustrated in	of this is <u>as</u> illustrated in

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Attachment A of	Attachment A of	Attachment A of	Attachment A of	Attachment A of
 Appendix C.	Appendix C.	Appendix C.	Appendix C.	<del>Appendix C</del> .
P. Electric Facilities:	P. Electric Facilities:	O. Electric Facilities:	O. Electric Facilities:	O. Electric Facilities:
means a transformer or	means a transformer or	means a transformer or	means a transformer or	means a transformer or
electric wire owned by	electric wire owned by	electric wire owned by	electric wire owned by	electric wire owned by
Electric Utility utilised to	Electric Utility utilised to	Electric Utility utilised to	Electric Utility utilised to	Electric Utility utilised to
provide Electric Service,	provide Electric Service,	provide Electric Service,	provide Electric Service,	provide Electric Service,
or such Communications	or such Communications	or such Communications	or such Communications	or such Communications
Facilities that are	Facilities that are	Facilities that are	Facilities that are	Facilities that are
designed for installation	designed for installation	designed for installation	designed for installation	designed for installation
within the Electric Space,	within the Electric Space,	within the Electric Space,	within the Electric Space,	within the Electric Space,
together with all	together with all	together with all	together with all	together with all
associated equipment	associated equipment	associated equipment	associated equipment	associated equipment
necessary to physically	necessary to physically	necessary to physically	necessary to physically	necessary to physically
attach such Facilities to	attach such Facilities to	attach such Facilities to	attach such Facilities to	attach such Facilities to
Poles.	Poles.	Poles.	Poles.	Poles.
Q. <u>Electric Service</u> :	Q. Electric Service:	P. <u>Electric Service</u> : means	P. <u>Electric Service</u> : means	P. <u>Electric Service</u> : means
means the distribution or	means the distribution or	the distribution or	the distribution or	the distribution or
transmission of	transmission of	transmission of	transmission of	transmission of
electricity over Electric	electricity over Electric	electricity over Electric	electricity over Electric	electricity over Electric
Facilities.	Facilities.	Facilities.	Facilities.	Facilities.
R. Electrical Space:	R. Electrical Space:	Q. Electrical Space:	Q. Electrical Space:	Q. Electrical Space:
means the allocated	means the allocated	means the allocated	means the allocated	means the allocated
space on a Standard	space on a Standard	space on a Standard	space on a Standard	space on a Standard
Utility Pole allotted for	Utility Pole allotted for	Utility Pole allotted for	Utility Pole allotted for	Utility Pole allotted for
the attachment of	the attachment of	the attachment of	the attachment of	the attachment of
Electrical Facilities, which	Electrical Facilities, which	Electrical Facilities, which	Electrical Facilities, which	Electrical Facilities, which
extends from the top of	extends from the top of	extends from the top of	extends from the top of	extends from the top of
the pole to the upper	the pole to the upper	the pole to the upper	the pole to the upper	the pole to the upper
 limit of the Safety Space.	limit of the Safety Space.	limit of the Safety Space.	limit of the Safety Space.	limit of the Safety Space.
S. <u>Facilities</u> : means either	S. <u>Facilities</u> : means either	R. Facilities: means either	R. <u>Facilities</u> : means either	R. Facilities: means either
Communications	Communications	Communications	Communications	Communications
Facilities or Electric	Facilities or Electric	Facilities or Electric	Facilities or Electric	Facilities or Electric
 Facilities or both.	Facilities or both.	Facilities or both.	Facilities or both.	Facilities or both.
T. <u>Gross Default</u> : means:	T. <u>Gross Default</u> : means:	N/A	N/A	N/A
(i) causing a material	(i) causing a material			

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
safety, structural or	safety, structural or			
integral issue as	integral issue as			
determined at the	determined at the			
ultimate discretion of the	ultimate discretion of the			
Electric Utility; or (ii)	Electric Utility; or (ii)			
payments in arrears in an	payments in arrears in an			
amount greater than	amount greater than			
US\$100,000 for longer	US\$100,000 for longer			
than a period of one	than a period of one			
hundred and twenty	hundred and twenty			
(120) calendar days.	(120) calendar days.			
U. Make-Ready Work:	U. Make-Ready Work:	S. Make-Ready Work:	S. Make-Ready Work:	S. Make-Ready Work:
means all work, as				
reasonably determined				
by Owner Utility after				
reasonable consultation				
with the Attaching				
Utility, required to				
accommodate Attaching				
Utility's Facilities and/or				
to comply with all				
Applicable Standards.				
Such work includes, but				
is not limited to,				
rearrangement and/or				
transfer of Owner				
Utility's Facilities or				
existing Attachments,				
inspections, engineering				
and administrative work,				
permitting work, tree				
trimming (other than				
tree trimming performed				
for normal maintenance				
purposes), pole				
replacement or				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
construction as it relates				
to the express purpose				
of the Make-Ready				
Work.	Work.	Work.	Work.	Work.
V. Occupancy: means the	V. <u>Occupancy</u> : means the	T. <u>Occupancy</u> : means the	T. <u>Occupancy</u> : means the	T. <u>Occupancy</u> : means the
use of Assigned Space for				
Attachments on the				
same Utility Pole.				
W. Overlash: means to	W. Overlash: means to	U. <u>Overlash</u> : means to	U. <u>Overlash</u> : means to	U. Overlash: means to
place an additional wire				
or cable Facility onto an				
existing Attachment.				
X. Owner Utility: means	X. <u>Owner Utility</u> : means	V. <u>Owner Utility</u> : means	V. <u>Owner Utility</u> : means	V. <u>Owner Utility</u> : means
the party (either				
Communications Utility				
or DataLink) that holds	or <del>DataLink</del> <u>Electric</u>			
ownership to the Pole (or	<u>Utility</u> ) that holds			
the right to attach to the	ownership to the Pole <del>(or</del>			
Pole and to sub-licence	the right to attach to the			
such right) on which the	Pole and to sub-licence			
other party is making	<del>such right)</del> on which the			
Attachments as an	Attachments as an	Attachments as an	Attachments as an	other party is making
Attaching Utility.	Attaching Utility.	Attaching Utility.	Attaching Utility.	Attachments as an
				Attaching Utility.
Υ.	Υ.	W.	W.	W.
Pedestals/Vaults/Enclosu	Pedestals/Vaults/Enclosu	Pedestals/Vaults/Enclosu	Pedestals/Vaults/Enclosu	Pedestals/Vaults/Enclosu
res: means above- or	<u>res</u> : means above- or	<u>res</u> : means above- or	<u>res</u> : means above- or	<u>res</u> : means above- or
below-ground housings				
that are used to enclose				
a cable/wire splice,				
power supplies,				
amplifiers, passive				
devices and/or provide a				
service connection point.				
Z. <u>Permit</u> : means written	Z. <u>Permit</u> : means written	X. <u>Permit</u> : means written	X. <u>Permit</u> : means written	X. <u>Permit</u> : means written
or electronic				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
authorisation (see	authorisation (see	authorisation (see	authorisation (see	authorisation (see
Appendix B) of Owner	Appendix B) of Owner	Appendix B) of Owner	Appendix B) of Owner	Appendix B) of Owner
Utility for Attaching	Utility for Attaching	Utility for Attaching	Utility for Attaching	Utility for Attaching
Utility to make or	Utility to make or	Utility to make or	Utility to make or	Utility to make or
maintain Attachments,	maintain Attachments,	maintain Attachments,	maintain Attachments,	maintain Attachments,
Overlash existing	Overlash existing	Overlash existing	Overlash existing	Overlash existing
Attachments or perform	Attachments or perform	Attachments or perform	Attachments or perform	Attachments or perform
Substantial Construction	Substantial Construction	Substantial Construction	Substantial Construction	Substantial Construction
or Modification on	or Modification on	or Modification on	or Modification on	or Modification on
specific Poles pursuant	specific Poles pursuant	specific Poles pursuant	specific Poles pursuant	specific Poles pursuant
to the requirements of	to the requirements of	to the requirements of	to the requirements of	to the requirements of
this Agreement.	this Agreement.	this Agreement.	this Agreement.	this Agreement.
AA. <u>Pole</u> : means a pole	AA. <u>Pole</u> : means a pole	Y. <u>Pole</u> : means a pole	Y. <u>Pole</u> : means a pole	Y. <u>Pole</u> : means a pole
owned by Owner Utility	owned by Owner Utility	owned by Owner Utility	owned by Owner Utility	owned by Owner Utility
that may be used by	that may be used by	that may be used by	that may be used by	that may be used by
Attaching Utility for	Attaching Utility for	Attaching Utility for	Attaching Utility for	Attaching Utility for
Attachment, subject to	Attachment, subject to	Attachment, subject to	Attachment, subject to	Attachment, subject to
this Agreement.	this Agreement.	this Agreement.	this Agreement.	this Agreement.
BB. <u>Pre-Permit Survey</u> :	BB. <u>Pre-Permit Survey</u> :	Z. Pre-Permit Survey:	Z. <u>Pre-Permit Survey</u> :	Z. <u>Pre-Permit Survey</u> :
means all work or	means all work or	means all work or	means all work or	means all work or
operations required by	operations required by	operations required by	operations required by	operations required by
Applicable Standards or	Applicable Standards or	Applicable Standards or	Applicable Standards or	Applicable Standards or
reasonably required by	reasonably required by	reasonably required by	reasonably required by	reasonably required by
Owner Utility to	Owner Utility to	Owner Utility to	Owner Utility to	Owner Utility to
determine the potential	determine the potential	determine the potential	determine the potential	determine the potential
Make-Ready Work	Make-Ready Work	Make-Ready Work	Make-Ready Work	Make-Ready Work
necessary to	necessary to	necessary to	necessary to	necessary to
accommodate Attaching	accommodate Attaching	accommodate Attaching	accommodate Attaching	accommodate Attaching
Utility's Facilities on a	Utility's Facilities on a	Utility's Facilities on a	Utility's Facilities on a	Utility's Facilities on a
Pole. Such work includes,	Pole. Such work includes,	Pole. Such work includes,	Pole. Such work includes,	Pole. Such work includes,
but is not limited to, field	but is not limited to, field	but is not limited to, field	but is not limited to, field	but is not limited to, field
inspection and	inspection and	inspection and	inspection and	inspection and
administrative	administrative	administrative	administrative	administrative
processing.	processing.	processing.	processing.	processing.
CC. Post-Installation	CC. Post-Installation	AA. Post-Installation	AA. Post-Installation	AA. Post-Installation
Survey: means all work	Survey: means all work	Survey: means all work	Survey: means all work	Survey: means all work

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
and inspections required	and inspections required	and inspections required	and inspections required	and inspections required
by Utility to determine	by Utility to determine	by Utility to determine	by Utility to determine	by Utility to determine
and verify that the	and verify that the	and verify that the	and verify that the	and verify that the
Attachments have been	Attachments have been	Attachments have been	Attachments have been	Attachments have been
made in accordance with	made in accordance with	made in accordance with	made in accordance with	made in accordance with
Applicable Standards and	Applicable Standards and	Applicable Standards and	Applicable Standards and	Applicable Standards and
the Permit.	the Permit.	the Permit.	the Permit.	the Permit.
DD. Standard Utility Pole:	DD. <u>Standard Utility Pole</u> :	BB. <u>Standard Utility Pole</u> :	BB. Standard Utility Pole:	BB. Standard Utility Pole:
means a utility pole	means a utility pole	means a <del>utility</del> <u>forty (40)</u>	means a <del>utility</del> <u>forty (40)</u>	means a <del>utility</del> <u>forty (40)</u>
which is owned by either	which is owned by either	foot wood pole which is	<u>foot wood</u> pole which is	foot wood pole which is
Utility for the	Utility for the	owned by either Utility	owned by either Utility	owned by either Utility
distribution of Electric	distribution of Electric	for the distribution of	for the distribution of	for the distribution of
and/or Communications	and/or Communications	Electric and/or	Electric and/or	Electric and/or
Service and is configured	Service and is configured	Communications Service	Communications Service	<b>Communications Service</b>
in accordance with the	in accordance with the	and is <del>configured in</del>	and is <del>configured in</del>	and is <del>configured in</del>
Owner Utility's current	Owner Utility's current	accordance with the	accordance with the	accordance with the
construction standards	construction standards	Owner Utility's current	Owner Utility's current	Owner Utility's current
such that it is capable of	such that it is capable of	construction standards	construction standards	construction standards
supporting Attachments	supporting Attachments	<del>such that it is</del> capable of	<del>such that it is</del> capable of	<del>such that it is</del> capable of
requested by Attaching	requested by Attaching	supporting Attachments	supporting Attachments	supporting Attachments
Utility.	Utility.	requested by Attaching	requested by Attaching	requested by Attaching
		Utility.	Utility.	Utility.
EE. <u>Substantial</u>	EE. <u>Substantial</u>	CC. <u>Substantial</u>	CC. <u>Substantial</u>	CC. <u>Substantial</u>
Construction or	Construction or	Construction or	Construction or	Construction or
Modification: means	Modification: means	Modification: means	Modification: means	Modification: means
construction activity on a	construction activity on a	construction activity on a	construction activity on a	construction activity on a
Pole that will have an	Pole that will have an	Pole that will have an	Pole that will have an	Pole that will have an
appreciable impact on	appreciable impact on	appreciable impact on	appreciable impact on	appreciable impact on
loading and/or tension	loading and/or tension	loading and/or tension	loading and/or tension	loading and/or tension
and does not include	and does not include	and does not include	and does not include	and does not include
routine maintenance	routine maintenance	routine maintenance	routine maintenance	routine maintenance
activities.	activities.	activities.	activities.	activities.
FF. <u>Rise</u> r: means metallic,	FF. <u>Rise</u> r: means metallic,	DD. <u>Rise</u> r: means	DD. <u>Rise</u> r: means	DD. <u>Rise</u> r: means
fiberglass or plastic	fiberglass or plastic	metallic, fiberglass or	metallic, fiberglass or	metallic, fiberglass or
encasement materials	encasement materials	plastic encasement	plastic encasement	plastic encasement
placed vertically to guide	placed vertically to guide	materials placed	materials placed	materials placed

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
and protect wires and	and protect wires and	vertically to guide and	vertically to guide and	vertically to guide and
cables.	cables.	protect wires and cables.	protect wires and cables.	protect wires and cables.
GG. Safety Space: means	GG. Safety Space: means	EE. <u>Safety Space</u> : means	EE. <u>Safety Space</u> : means	EE. <u>Safety Space</u> : means
the clearance space	the clearance space	the clearance space	the clearance space	the clearance space
between the	between the	between the	between the	between the
Communications Space	Communications Space	Communications Space	Communications Space	Communications Space
and the Electric Space,	and the Electric Space,	and the Electric Space,	and the Electric Space,	and the Electric Space,
defined in the NESC. For	defined in the NESC. For	defined in the NESC. For	defined in the NESC. For	defined in the NESC. For
any calculations	any calculations	any calculations	any calculations	any calculations
requiring the allocation	requiring the allocation	requiring the allocation	requiring the allocation	requiring the allocation
of space, this space is	of space, this space is	of space, this space is	of space, this space is	of space, this space is
assumed to be forty (40)	assumed to be forty (40)	assumed to be forty (40)	assumed to be forty (40)	assumed to be forty (40)
inches.	inches.	inches.	inches.	inches.
HH. Service Drop: means	HH. Service Drop: means	FF. Service Drop: means	FF. Service Drop: means	FF. Service Drop: means
the cable or wire that	the cable or wire that	the cable or wire that	the cable or wire that	the cable or wire that
runs from the serving	runs from the serving	runs from the serving	runs from the serving	runs from the serving
terminal located on a	terminal located on a	terminal located on a	terminal located on a	terminal located on a
Pole to the network	Pole to the network	Pole to the network	Pole to the network	Pole to the network
interface device located	interface device located	interface device located	interface device located	interface device located
at a customer's	at a customer's	at a customer's	at a customer's	at a customer's
premises.	premises.	premises.	premises.	premises.
N/A	N/A	N/A	N/A	GG. Sublicensee: means
				a party with whom an
				Attaching Utility has
				entered into a sublicence
				in accordance with
				Article XIX,
II. <u>Unauthorised</u>	II. <u>Unauthorised</u>	GG. <u>Unauthorised</u>	GG. Unauthorised	HH. Unauthorised
Attachment: means any	Attachment: means any	Attachment: means any	Attachment: means any	Attachment: means any
Attaching Utility	Attaching Utility	Attaching Utility	Attaching Utility	Attaching Utility
Attachment on Owner	Attachment on Owner	Attachment on Owner	Attachment on Owner	Attachment on Owner
Utility Pole not specified	Utility Pole not specified	Utility Pole not specified	Utility Pole not specified	Utility Pole not specified
in a Permit approved by	in a Permit approved by	in a Permit approved by	in a Permit approved by	in a Permit approved by
Owner Utility.	Owner Utility.	Owner Utility.	Owner Utility.	Owner Utility.

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	JJ. <u>Utility</u> : means either	JJ. <u>Utility</u> : means either	HH. Utility: means either	HH. <u>Utility</u> : means either	II. <u>Utility</u> : means either
	DataLink or the	DataLink or the	DataLink or the	DataLink or the	DataLink the Electric
	Communications Utility.	Communications Utility.	Communications Utility.	Communications Utility.	<u>Utility</u> or the
					Communications Utility.
II. SCOPE OF	A. Definition of Joint Use.	A. Definition of Joint Use.	A. Definition of Joint Use.	A. Definition of Joint Use.	A. Definition of Joint Use.
AGREEMENT	Subject to the provisions	Subject to the provisions	Subject to the provisions	Subject to the provisions	Subject to the provisions
	of this Agreement, both	of this Agreement, both	of this Agreement, both	of this Agreement, both	of this Agreement, both
	parties agree to the joint	parties agree to the joint	parties agree to the joint	parties agree to the joint	parties agree to the joint
	use of Owner Utility's	use of Owner Utility's	use of Owner Utility's	use of Owner Utility's	use of Owner Utility's
	Poles for the purpose of	Poles for the purpose of	Poles for the purpose of	Poles for the purpose of	Poles for the purpose of
	maintaining or installing	maintaining or installing	maintaining or installing	maintaining or installing	maintaining or installing
	Attachments to the	Attachments to the	Attachments to the	Attachments to the	Attachments to the
	Poles.	Poles.	Poles.	Poles.	Poles.
	B. Exclusion of Poles	B. Exclusion of Poles	B. Exclusion of Poles	B. Exclusion of Poles	B. Exclusion of Poles
	<u>from Joint Use</u> . Where a	<u>from Joint Use</u> . Where a	<u>from Joint Use</u> . Where a	<u>from Joint Use</u> . <del>Where a</del>	<u>from Joint Use</u> . <del>Where a</del>
	pole is being considered	pole is being considered	pole is being considered	pole is being considered	pole is being considered
	for Joint Use, the Owner	for Joint Use, the Owner	for Joint Use, the Owner	for Joint Use, the The	for Joint Use, the Owner
	Utility reserves the right	Utility reserves the right	Utility reserves the right	Owner Utility reserves	Utility Each party
	to exclude from joint use	to exclude from joint use	to exclude from joint use	the right to exclude from	reserves the right to
	(1) those poles which, in	(1) those poles which, in	(1) those poles which, in	joint use (1) those poles	exclude from joint use
	the judgment of the	the judgment of the	the judgment of the	which, in the judgment	(1) those poles which, in
	Owner Utility, are	Owner Utility, are	Owner Utility, are	of the Owner Utility, are	the judgment of the
	necessary for its own	necessary for its own	necessary for its own	necessary for its own	Owner Utility individual
	sole use; and (2) poles	sole use; and (2) poles	sole use; and (2) poles	sole use; and (2) poles	party, are necessary for
	which carry or are	which carry or are	which carry or are	which carry or are	its own sole use; and (2)
	intended to carry circuits	intended to carry circuits	intended to carry circuits	intended to carry circuits	poles which carry or are
	of such a character	of such a character	of such a character	of such a character	intended to carry circuits
	which, in the judgment	which, in the judgment	which, in the judgment	which, in the judgment	of such a character
	of the Owner Utility, the	of the Owner Utility, the	of the Owner Utility, the	of the Owner Utility, the	which, in the judgment
	proper rendering of its	proper rendering of its	proper rendering of its	proper rendering of its	of the <del>Owner Utility</del>
	service now or in the	service now or in the	service now or in the	service now or in the	individual party, the
	future makes joint use of	future makes joint use of	future makes joint use of	future makes joint use of	proper rendering of its
	such poles undesirable.	such poles undesirable.	such poles undesirable.	such poles undesirable.	service now or in the
					future makes joint use of
					such poles undesirable.

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
C. Parties Bound by				
Agreement. Attaching				
Utility and Owner Utility				
agree to be bound by all				
provisions of this				
Agreement and the				
provisions of any				
Permit(s) issued by				
Owner Utility pursuant				
to this Agreement.				
D. <u>Permit Issuance</u>				
Conditions. Owner Utility				
will issue a Permit(s) to				
Attaching Utility only				
when Owner Utility				
determines, in its sole				
judgment, that (i) it has				
sufficient Capacity to				
accommodate the				
requested	requested	requested	requested	requested
Attachment(s), (ii)				
Attaching Utility meets				
all requirements set				
forth in this Agreement,				
and (iii) such Permit(s)				
comply with all				
Applicable Standards.				
DataLink shall comply	DataLink shall comply	DataLink shall comply	DataLink shall comply	<del>DataLink</del> <u>Owner Utility</u>
with the considerations	with the considerations	with the considerations	with the considerations	shall comply with the
set out in Appendix D	considerations set out in			
when determining	when determining	when determining	when determining	Appendix D when
whether a particular Pole	determining whether a			
has sufficient Capacity to	particular Pole has			
accommodate the	accommodate the	accommodate the	accommodate the	sufficient Capacity to
requested	requested	requested	requested	accommodate the
Attachment(s).	Attachment(s).	Attachment(s).	Attachment(s).	

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
				requested
				Attachment(s).
E. <u>No Interest in</u>	E. <u>No Interest in</u>	E. <u>No Interest in</u>	E. <u>No Interest in</u>	E. <u>No Interest in</u>
Property. No use,	<u>Property</u> . No use,	<u>Property</u> . No use,	Property. No use,	Property. No use,
however lengthy, of any	however lengthy, of any	however lengthy, of any	however lengthy, of any	however lengthy, of any
of the Owner Utility's	of the Owner Utility's	of the Owner Utility's	of the Owner Utility's	of the Owner Utility's
Facilities (or those of the	Facilities (or those of the	Facilities (or those of the	Facilities (or those of the	Facilities <del>(or those of the</del>
Electric Utility, where	Electric Utility, where	Electric Utility, where	Electric Utility, where	Electric Utility, where
relevant), and no	relevant), and no	relevant), and no	relevant), and no	<del>relevant)</del> , and no
payment of any fees or	payment of any fees or	payment of any fees or	payment of any fees or	payment of any fees or
charges required under	charges required under	charges required under	charges required under	charges required under
this Agreement, shall	this Agreement, shall	this Agreement, shall	this Agreement, shall	this Agreement, shall
create or vest in	create or vest in	create or vest in	create or vest in	create or vest in
Attaching Utility any	Attaching Utility any	Attaching Utility any	Attaching Utility any	Attaching Utility any
easement or other	easement or other	easement or other	easement or other	easement or other
ownership or property	ownership or property	ownership or property	ownership or property	ownership or property
right of any nature in any	right of any nature in any	right of any nature in any	right of any nature in any	right of any nature in any
portion of such Facilities.	portion of such Facilities.	portion of such Facilities.	portion of such Facilities.	portion of such Facilities.
Neither this Agreement,	Neither this Agreement,	Neither this Agreement,	Neither this Agreement,	Neither this Agreement,
nor any Permit granted	nor any Permit granted	nor any Permit granted	nor any Permit granted	nor any Permit granted
under this Agreement,	under this Agreement,	under this Agreement,	under this Agreement,	under this Agreement,
shall constitute an	shall constitute an	shall constitute an	shall constitute an	shall constitute an
assignment of any of	assignment of any of	assignment of any of	assignment of any of	assignment of any of
Owner Utility's rights to	Owner Utility's rights to	Owner Utility's rights to	Owner Utility's rights to	Owner Utility's rights to
its Facilities (or those of	its Facilities (or those of	its Facilities (or those of	its Facilities (or those of	its Facilities <del> (or those of</del>
the Electric Utility, where	the Electric Utility, where	the Electric Utility, where	the Electric Utility, where	the Electric Utility, where
relevant).	relevant).	relevant).	relevant).	<del>relevant)</del> .
F. Attaching Utility's	F. Attaching Utility's	F. Attaching Utility's	F. Attaching Utility's	F. Attaching Utility's
Right to Attach. Other	Right to Attach. Other	<u>Right to Attach</u> . Other	Right to Attach. Other	Right to Attach. Other
than with respect to	than with respect to	than with respect to	than with respect to	than with respect to
existing Attachments on	existing Attachments on	existing Attachments on	existing Attachments on	existing Attachments on
Active Joint Use Poles,	Active Joint Use Poles,	Active Joint Use Poles,	Active Joint Use Poles,	Active Joint Use Poles,
nothing in this	nothing in this	nothing in this	nothing in this	nothing in this
Agreement, other than a	Agreement, other than a	Agreement, other than a	Agreement, other than a	Agreement, other than a
Permit issued pursuant	Permit issued pursuant	Permit issued pursuant	Permit issued pursuant	Permit issued pursuant
to Article VI, shall be	to Article VI, shall be	to Article VI, shall be	to Article VI, shall be	to Article VI, shall be

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
c	construed as granting	construed as granting	construed as granting	construed as granting	construed as granting
Δ	Attaching Utility any	Attaching Utility any	Attaching Utility any	Attaching Utility any	Attaching Utility any
ri	ight to attach Attaching	right to attach Attaching	right to attach Attaching	right to attach Attaching	right to attach Attaching
L	Jtility's Facilities to any	Utility's Facilities to any	Utility's Facilities to any	Utility's Facilities to any	Utility's Facilities to any
S	specific Pole or to	specific Pole or to	specific Pole or to	specific Pole or to	specific Pole or to
С	compel Owner Utility to	compel Owner Utility to	compel Owner Utility to	compel Owner Utility to	compel Owner Utility to
g	grant Attaching Utility	grant Attaching Utility	grant Attaching Utility	grant Attaching Utility	grant Attaching Utility
t	he right to make an	the right to make an	the right to make an	the right to make an	the right to make an
Α	Attachment to any	Attachment to any	Attachment to any	Attachment to any	Attachment to any
S	specific Pole.	specific Pole.	specific Pole.	specific Pole.	specific Pole.
0	G. <u>Necessity of</u>	G. Necessity of	G. Necessity of	G. Necessity of	G. Necessity of
	Authorisations. Attaching	Authorisations. Attaching	Authorisations. Attaching	Authorisations. Attaching	Authorisations. Attaching
ι ι	Jtility shall obtain all	Utility shall obtain all	Utility shall obtain all	Utility shall obtain all	Utility shall obtain all
	icenses, certification,	licenses, certification,	licenses, certification,	licenses, certification,	licenses, certification,
p	permitting, and	permitting, and	permitting, and	permitting, and	permitting, and
fi	ranchising from	franchising from	franchising from	franchising from	franchising from
	appropriate authorities	appropriate authorities	appropriate authorities	appropriate authorities	appropriate authorities
	necessary for access to	necessary for access to	necessary for <del>access to</del>	necessary for <del>access to</del>	necessary for <del>access to</del>
a	and the use of the Poles	and the use of the Poles	<del>and</del> the use of the Poles	<del>and</del> the use of the Poles	<del>and</del> the use of the Poles
b	by the Attaching Utility	by the Attaching Utility	by the Attaching Utility	by the Attaching Utility	by the Attaching Utility
-	prior to making any	prior to making any	prior to making any	prior to making any	prior to making any
A	Attachments.	Attachments.	Attachments. <u>Owner</u>	Attachments.	Attachments.
			Utility warrants that it,		
			and the Electric Utility, if		
			<u>relevant, have</u>		
			maintained and shall		
			<u>maintain all licences,</u>		
			certification, permitting		
			and franchising from		
			approprite authorities		
			necessary to locate,		
			operate and maintain		
			the Poles and to licence		
			or sub-licence use of the		
			Communications Space.		

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
H. Owner Utility's Rights	H. Owner Utility's Rights			
over Poles. The parties	over Poles. The parties			
agree that this	agree that this	agree that this	agree that this	agree that this
Agreement does not in	Agreement does not in			
any way limit the right of	any way limit the right of	any way limit the right of	any way limit <del>the right of</del>	any way limit <del>the right of</del>
Owner Utility (and	Owner Utility (and	Owner Utility (and	<del>Owner Utility (and</del>	<del>Owner Utility (and</del>
Electric Utility, as	Electric Utility, as	Electric Utility, as	Electric Utility, as	Electric Utility, as
relevant) to locate,	relevant) to locate,	relevant) to locate,	<del>relevant)</del> <u>Owner Utility's</u>	<del>relevant)</del> <u>Owner Utility's</u>
operate and maintain its	operate and maintain its	operate and maintain its	<u>right</u> to locate, operate	<u>right</u> to locate, operate
Poles in the manner that	Poles in the manner that	Poles in the manner that	and maintain its Poles in	and maintain its Poles in
will best enable it to	will best enable it to	will best enable it to	the manner that will best	the manner that will best
fulfill its service	fulfill its service	fulfill its service	enable it to fulfill its	enable it to fulfill its
requirements.	requirements.	requirements.	service requirements.	service requirements.
I. Expansion of Capacity.	I. Expansion of Capacity.			
Unless the subject Pole is	Unless the subject Pole is			
excluded from joint use,	excluded from joint use,			
Owner Utility will expand	Owner Utility will expand			
Pole Capacity within a	Pole Capacity within a			
reasonable time when	reasonable time when	reasonable time when	reasonable time when	reasonable time when
necessary to	necessary to	necessary to	necessary to	necessary to
accommodate Attaching	accommodate Attaching	accommodate Attaching	accommodate Attaching	accommodate Attaching
Utility's request for	Utility's request for	Utility's request for	Utility's request for	Utility's request for
Attachment, such that	Attachment, such that	Attachment, such that	Attachment, such that	Attachment, such that
subject Pole meets the	subject Pole meets the			
requirements of a	requirements of a	requirements of a	requirements of a	requirements of a
Standard Utility Pole,	Standard Utility Pole,	Standard Utility Pole,	Standard Utility Pole,	Standard Utility Pole,
such expansion or	such expansion or	such expansion or	such expansion or	such expansion or
replacement shall be at	replacement shall be at			
the Attaching Utility's	the Attaching Utility's	the Attaching Utility's	the Attaching Utility's	the Attaching Utility's
expense, as adjusted in	expense, as adjusted in			
accordance with Section	accordance with Section	accordance with Section	accordance with Section	accordance with Section
IX A. At Owner Utility's	IX A. At Owner Utility's			
discretion, Owner Utility	discretion, Owner Utility	discretion, Owner Utility	discretion, Owner Utility	discretion, Owner Utility
may rearrange or	may rearrange or	may rearrange or	may rearrange or	may rearrange or
reconfigure its	reconfigure its	reconfigure its	reconfigure its	reconfigure its
Attachments on subject	Attachments on subject	Attachments on subject	Attachments on subject	Attachments on subject

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
pole in lieu of pole				
replacement as long as				
the Attaching Utility's				
Assigned Space can be				
accommodated.	accommodated.	accommodated.	accommodated.	accommodated.
Notwithstanding the				
foregoing sentence,				
nothing in this				
Agreement shall be				
construed to require				
Owner Utility to install,				
retain, extend, or				
maintain any Pole for use				
when such Pole is not				
needed for Owner				
Utility's service				
requirements.	requirements.	requirements.	requirements.	requirements.
J. Other Agreements.				
Except for the provisions				
of this Agreement and				
the Permits issued in				
accordance with this				
Agreement, nothing in				
this Agreement shall				
limit, restrict, or prohibit				
Owner Utility from				
fulfilling any agreement				
or arrangement				
regarding Poles into				
which Owner Utility has				
previously entered, or				
may enter in the future,				
with others not party to				
this Agreement.				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
K. Overlashing. The	K. Overlashing. The	K. <u>Overlashing</u> . The	K. <u>Overlashing</u> . The	K. <u>Overlashing</u> . The
following provisions will				
apply to Overlashing:				
1. Overlashing is subject				
to the permitting				
requirements of Article				
VI. Absent such				
authorisation,	authorisation,	authorisation,	authorisation,	authorisation,
Overlashing constitutes				
an unauthorised				
Attachment and is				
subject to the				
Unauthorised	Unauthorised	Unauthorised	Unauthorised	Unauthorised
Attachment fee specified				
in Appendix A, Item 2.				
2. Overlashing				
performed by or on				
behalf of the Attaching				
Utility or its Affiliate shall	Utility or its Affiliate <u>or</u>			
not increase the Annual	Sub-Licensee shall not			
Attachment Fee paid by	increase the Annual			
Attaching Utility set forth	Attachment Fee paid by			
in Appendix A, Item 1.	Attaching Utility set forth			
Attaching Utility or	Attaching Utility or	Attaching Utility or	Attaching Utility or	in Appendix A, Item 1.
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility or
Affiliate, however, shall	Affiliate, however, shall	Affiliate, however, shall	Affiliate, however, shall	Attaching Utility's
be responsible for all	Affiliate, however, shall			
Make-Ready Work and	Make-Ready Work and	Make-Ready Work and	Make-Ready Work and	be responsible for all
other charges associated	other charges associated	other charges associated	other charges associated	Make-Ready Work and
with the Overlashing but	other charges associated			
shall not be required to	with the Overlashing but			
pay a separate Annual	shall not be required to			
Attachment Fee for such	pay a separate Annual			
Overlashed Attachment.	Overlashed Attachment.	Overlashed Attachment.	Overlashed Attachment.	Attachment Fee for such
				Overlashed Attachment.

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
3. If Overlashing is	N/A			
required to	required to	required to	required to	
accommodate facilities	accommodate facilities	accommodate facilities	accommodate facilities	
of a third party that is				
not affiliated with	not affiliated with	not affiliated with	not affiliated with	
Attaching Utility, such	Attaching Utility, such	Attaching Utility, such	Attaching Utility, such	
third party must enter				
into a separate	into a separate	into a separate	into a separate	
Agreement with Owner	Agreement with Owner	Agreement with Owner	Agreement with Owner	
Utility and obtain	Utility and obtain	Utility and obtain	Utility and obtain	
Permits and must pay a				
separate Attachment Fee	separate Attachment Fee	separate Attachment Fee	separate Attachment Fee	
(Appendix A, Item 1) as				
well as the costs of all				
necessary Make-Ready	necessary Make-Ready	necessary Make-Ready	necessary Make-Ready	
Work required to	Work required to	Work required to	Work required to	
accommodate the	accommodate the	accommodate the	accommodate the	
Overlashing. No such	Overlashing. No such	Overlashing. No such	Overlashing. No such	
Permits to third parties				
may be granted by				
Owner Utility allowing	Owner Utility allowing	Owner Utility allowing	Owner Utility allowing	
Overlashing of Attaching	Overlashing of Attaching	Overlashing of Attaching	Overlashing of Attaching	
Utility's Facilities unless	Utility's Facilities unless	Utility's Facilities unless	Utility's Facilities unless	
Attaching Utility has	Attaching Utility has	Attaching Utility has	Attaching Utility has	
consented in writing to				
such Overlashing.	such Overlashing.	such Overlashing.	such Overlashing.	
Overlashing performed	Overlashing performed	Overlashing performed	Overlashing performed	
under this Article II,				
Paragraph K (3) shall not				
increase the fees and				
charges paid by	charges paid by	charges paid by	charges paid by	
Attaching Utility	Attaching Utility	Attaching Utility	Attaching Utility	
pursuant to Appendix A,				
Item 1. Nothing in this				
Agreement shall prevent	Agreement shall prevent	Agreement shall prevent	Agreement shall prevent	
Attaching Utility from	Attaching Utility from	Attaching Utility from	Attaching Utility from	

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	seeking a contribution	seeking a contribution	seeking a contribution	seeking a contribution	
	from an Overlashing	from an Overlashing	from an Overlashing	from an Overlashing	
	third party to defray fees	third party to defray fees	third party to defray fees	third party to defray fees	
	and charges paid by	and charges paid by	and charges paid by	and charges paid by	
	Attaching Utility.	Attaching Utility.	Attaching Utility.	Attaching Utility.	
	4. Make-Ready Work	4. Make-Ready Work	4. Make-Ready Work	4. Make-Ready Work	3. Make-Ready Work
	procedures set forth in	procedures set forth in	procedures set forth in	procedures set forth in	procedures set forth in
	Article VII shall apply, as	Article VII shall apply, as	Article VII shall apply, as	Article VII shall apply, as	Article VII shall apply, as
	necessary, to all	necessary, to all	necessary, to all	necessary, to all	necessary, to all
	Overlashing.	Overlashing.	Overlashing.	Overlashing.	Overlashing.
	L. <u>Enclosures</u> . Both	L. <u>Enclosures</u> . Both	L. <u>Enclosures</u> . Both	L. <u>Enclosures</u> . Both	L. <u>Enclosures</u> . Both
	parties agree to take	parties agree to take	parties agree to take	parties agree to take	parties agree to take
	reasonable steps to not	reasonable steps to not	reasonable steps to not	reasonable steps to not	reasonable steps to not
	place any above-ground	place any above-ground	place any above-ground	place any above-ground	place any above-ground
	pedestals, enclosures or	pedestals, enclosures or	pedestals, enclosures or	pedestals, enclosures or	pedestals, enclosures or
	cabinets within a two	cabinets within a two	cabinets within a two	cabinets within a two	cabinets within a two
	and half foot radius of	and half foot radius of	and half foot radius of	and half foot radius of	and half foot radius of
	the base of any Pole	the base of any Pole	the base of any Pole	the base of any Pole	the base of any Pole
	associated with such	associated with such	associated with such	associated with such	associated with such
	ground mounted	ground mounted	ground mounted	ground mounted	ground mounted
	facilities. Each Attaching	facilities. Each Attaching	facilities. Each Attaching	facilities. Each Attaching	facilities. Each Attaching
	Utility agrees to	Utility agrees to	Utility agrees to	Utility agrees to	Utility agrees to
	cooperate in resolving	cooperate in resolving	cooperate in resolving	cooperate in resolving	cooperate in resolving
	climbing safety issues	climbing safety issues	climbing safety issues	climbing safety issues	climbing safety issues
	identified by the Owner	identified by the Owner	identified by the Owner	identified by the Owner	identified by the <del>Owner</del>
	Utility related to the	Utility related to the	Utility related to the	Utility related to the	Utility Owner related to
	placement of ground	placement of ground	placement of ground	placement of ground	the placement of ground
	mounted facilities at the	mounted facilities at the	mounted facilities at the	mounted facilities at the	mounted facilities at the
	base of specific Poles.	base of specific Poles.	base of specific Poles.	base of specific Poles.	base of specific Poles.
III. FEES AND	A. Payment of Fees and	A. Payment of Fees and	A. Payment of Fees and	A. Payment of Fees and	A. Payment of Fees and
CHARGES	Charges. Attaching Utility	<u>Charges</u> . Attaching Utility	<u>Charges</u> . Attaching Utility	Charges. Attaching Utility	Charges. Attaching Utility
	shall pay to Owner Utility	shall pay to Owner Utility	shall pay to Owner Utility	shall pay to Owner Utility	shall pay to Owner Utility
	the fees and charges	the fees and charges	the fees and charges	the fees and charges	the fees and charges
	specified in Appendix A	specified in Appendix A	specified in Appendix A	specified in Appendix A	specified in Appendix A
	and shall comply with	and shall comply with	and shall comply with	and shall comply with	and shall comply with
			the terms and conditions		

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
the terms and conditions	the terms and conditions	specified herein. Owner	the terms and conditions	the terms and conditions
specified herein.	specified herein.	Utility warrants that the	specified herein.	specified herein.
		fees and charges set out		
		in Appendix A comply		
		with all applicable		
		regulations and shall be		
		adjusted to reflect		
		relevant directives from		
		the Information and		
		Communications		
		Technology Authority		
		within a reasonable time		
		<u>frame.</u>		
B. <u>Payment Period</u> .	B. <u>Payment Period</u> .	B. Payment Period.	B. <u>Payment Period</u> .	B. <u>Payment Period</u> .
Attachment and other				
related fees shall be	related fees shall be	related Irrespective of	related Irrespective of	related Irrespective of
calculated and payable	calculated and payable	the date on which an	the date on which an	the date on which an
for the relevant quarter	for the relevant quarter	Attachment is made, all	Attachment is made, all	Attachment is made, all
in which a Permit for	in which a Permit for	applicable fees shall be	fees shall be calculated	fees shall be calculated
such Attachment is	such Attachment is	calculated and payable	and payable for the	and payable for the
issued under this	issued under this	for the relevant quarter	relevant quarter in which	relevant quarter in which
Agreement.	Agreement.	in which a Permit for	a Permit for such	a Permit for such
		such Attachment is	Attachment is issued	Attachment is issued
		issued under this	under this Agreement.	under this Agreement.
		Agreement.		
C. <u>Billing</u> . The Owner				
Utility shall invoice the				
Attaching Utility				
quarterly in advance on				
or about the tenth day of				
March, June, September				
and December and				
billing shall be at the				
rates set forth in				
Appendix A. Each invoice				
shall be in relation to the				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
quarter that begins on				
the first day of the				
subsequent month.				
Attaching Utility shall pay				
each such invoice within				
thirty (30) calendar days				
after Attaching Utility's				
receipt thereof.				
Attachments specified in				
approved Permit(s) or				
inventory counts shall be				
used to establish				
invoices. Billing disputes				
shall be resolved as				
described in Article XXIII.				
D. <u>Refunds</u> . No fees and				
charges specified in				
Appendix A shall be				
refunded on account of				
any surrender of a				
Permit granted				
hereunder.	hereunder.	hereunder.	hereunder.	hereunder.
Notwithstanding, Owner				
Utility agrees that upon				
the surrender of a				
Permit, and the removal				
of all Attachments by the				
Attaching Utility, the				
invoice for the Annual				
Attachment Fees to be				
issued for the quarter				
following the surrender,				
shall reflect the said				
surrender of a Permit.				
E. <u>Inventory</u> . A joint				
inventory of all				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Attachments shall be				
made no less than once				
every five (5) years by				
the Owner Utility and				
Attaching Utility, unless				
both parties agree to a				
new inventory schedule.				
The cost of the inventory				
shall be shared equally				
between the Owner				
Utility, the Attaching				
Utility, and any other				
participating Attaching				
Entities, subject to the				
terms of any agreement				
with said Attaching				
Entities. At the expiration				
of five (5) years from the				
completion of any				
inventory, Attaching				
Utility or Owner Utility				
may request an				
inventory of				
Attachments, in writing,				
at least six months prior				
to the end of the				
calendar year preceding				
the year the inventory is				
to commence.				
At the Owner Utility's				
expense, with prior				
written notice to				
Attaching Utility, Owner				
Utility may perform an				
inventory during the				
interim or on a more				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
frequent schedule and	frequent schedule and	frequent schedule and	frequent schedule and	frequent schedule and
may use the results of	may use the results of			
such inventory for billing	such inventory for billing			
purposes. Attaching	purposes. Attaching	purposes. Attaching	purposes. Attaching	purposes. Attaching
Utility will be required to	Utility will be required to			
provide documentation	provide documentation	provide documentation	provide documentation	provide documentation
indicating the year of	indicating the year of			
attachment for any	attachment for any	attachment for any	attachment for any	attachment for any
Attachments of	Attachments of	Attachments of	Attachments of	Attachments of
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
Facilities on Owner	Facilities on Owner	Facilities on Owner	Facilities on Owner	Facilities on Owner
Utility's Poles not	Utility's Poles not	Utility's Poles not	Utility's Poles not	Utility's Poles not
recorded at the time of	recorded at the time of			
the inventory. Owner	the inventory. Owner	the inventory. Owner	the inventory. <del>Owner</del>	the inventory. <del>Owner</del>
Utility shall provide	Utility shall provide	Utility shall provide	Utility shall provide	Utility shall provide
Attaching Utility with the	Attaching Utility with the			
results of the inventory	results of the inventory			
of the Attaching Utility's	of the Attaching Utility's			
attachments within thirty	attachments within thirty	attachments within thirty	attachments within thirty	attachments within thirty
(30) days of completing	(30) days of completing			
the inventory.	the inventory.	the inventory.	the inventory.	the inventory.
F. Late Charge. If Owner	F. Late Charge. If Owner			
Utility does not receive	Utility does not receive			
payment for any fee or	payment for any fee or			
other amount owed	other amount owed	other amount owed	other amount owed	other amount owed
within sixty (60) calendar	within sixty (60) calendar			
days after it becomes	days after it becomes			
due, Attaching Utility,	due, Attaching Utility,	due, Attaching Utility,	due, Attaching Utility,	due, Attaching Utility,
upon receipt of fifteen	upon receipt of fifteen			
(15) calendar days	(15) calendar days	(15) calendar days	(15) calendar days	(15) calendar days
written notice, shall pay	written notice, shall pay			
interest to Owner Utility,	interest to Owner Utility,			
at the rate of one and a	at the rate of one and a			
half per cent (1.5%) per	half per cent (1.5%) per			
month, on the amount	month, on the amount			

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
due from the date that it	due from the date that it	due from the date that it	due from the date that it	due from the date that it
initially became due.	initially became due.	initially became due.	initially became due.	initially became due.
G. Determination of	G. Determination of	G. Determination of	G. Determination of	G. Determination of
Charges. Wherever this	Charges. Wherever this	Charges. Wherever this	Charges. Wherever this	Charges. Wherever this
Agreement requires	Agreement requires	Agreement requires	Agreement requires	Agreement requires
Attaching Utility to pay	Attaching Utility to pay	Attaching Utility to pay	Attaching Utility to pay	Attaching Utility to pay
for work authorised by	for work authorised by	for work authorised by	for work authorised by	for work authorised by
Attaching Utility and	Attaching Utility and	Attaching Utility and	Attaching Utility and	Attaching Utility and
done or contracted by	done or contracted by	done or contracted by	done or contracted by	done or contracted by
Owner Utility, the charge	Owner Utility, the charge	Owner Utility, the charge	Owner Utility, the charge	Owner Utility, the charge
for such work shall	for such work shall	for such work shall	for such work shall	for such work shall
include all reasonable	include all reasonable	include all reasonable	include all reasonable	include all reasonable
material, labour,	material, labour,	material, labour,	material, labour,	material, labour,
engineering and	engineering and	engineering and	engineering and	engineering and
administrative costs and	administrative costs and	administrative costs and	administrative costs and	administrative costs and
applicable overhead	applicable overhead	applicable overhead	applicable overhead	applicable overhead
costs, excluding costs	costs, excluding costs	costs, excluding costs	costs, excluding costs	costs, excluding costs
that are for the sole	that are for the sole	that are for the sole	that are for the sole	that are for the sole
benefit of the Owner	benefit of the Owner	benefit of the Owner	benefit of the Owner	benefit of the Owner
Utility. Owner Utility	Utility. Owner Utility	Utility. Owner Utility	Utility. Owner Utility	Utility. Owner Utility
shall bill its services	shall bill its services	shall bill its services	shall bill its services	shall bill its services
based upon actual costs,	based upon actual costs,	based upon actual costs,	based upon actual costs,	based upon actual costs,
and such costs will be	and such costs will be	and such costs will be	and such costs will be	and such costs will be
determined in	determined in	determined in	determined in	determined in
accordance with Owner	accordance with Owner	accordance with Owner	accordance with Owner	accordance with Owner
Utility's cost accounting	Utility's cost accounting	Utility's cost accounting	Utility's cost accounting	Utility's cost accounting
systems.	systems.	systems.	systems.	systems.
H. Work Performed by	H. <u>Work Performed by</u>			
Owner Utility. Wherever	<u>Owner Utility</u> . Wherever	<u>Owner Utility</u> . Wherever	<u>Owner Utility</u> . Wherever	<u>Owner Utility</u> . Wherever
this Agreement requires	this Agreement requires	this Agreement requires	this Agreement requires	this Agreement requires
Owner Utility to perform	Owner Utility to perform	Owner Utility to perform	Owner Utility to perform	Owner Utility to perform
any work, Attaching	any work, Attaching	any work, Attaching	any work, Attaching	any work, Attaching
Utility acknowledges and	Utility acknowledges and	Utility acknowledges and	Utility acknowledges and	Utility acknowledges and
agrees that Owner	agrees that Owner	agrees that Owner	agrees that Owner	agrees that Owner
Utility, at its sole	Utility, at its sole	Utility, at its sole	Utility, at its sole	Utility, at its sole
discretion, may utilise its	discretion, may utilise its	discretion, may utilise its	discretion, may utilise its	discretion, may utilise its

DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
own qualified	own qualified	own qualified	own qualified	own qualified
employees, qualified	employees, qualified	employees, qualified	employees, <del>qualified</del>	employees, <del>qualified</del>
contractors approved by	contractors approved by	contractors approved by	contractors approved by	contractors approved by
Owner Utility, or any	Owner Utility, or any	Owner Utility, or any	Owner Utility, or any	Owner Utility, or any
combination of the two	combination of the two	combination of the two	combination of the two	combination of the two
to perform such work.	to perform such work.	to perform such work.	to perform such work.	to perform such work.
I. True Up. Wherever the	I. True Up. Wherever the	I. True Up. Wherever the	I. True Up. Wherever the	I. True Up. Wherever the
actual cost of an Owner	actual cost of an Owner	actual cost of an Owner	actual cost of an Owner	actual cost of an Owner
Utility sponsored activity	Utility sponsored activity	Utility sponsored activity	Utility sponsored activity	Utility sponsored activity
exceeds the advance	exceeds the advance	exceeds the advance	exceeds the advance	exceeds the advance
payment of estimated	payment of estimated	payment of estimated	payment of estimated	payment of estimated
expenses, Attaching	expenses, Attaching	expenses, Attaching	expenses, Attaching	expenses, Attaching
Utility agrees to pay	Utility agrees to pay	Utility agrees to pay	Utility agrees to pay	Utility agrees to pay
Owner Utility for the	Owner Utility for the	Owner Utility for the	Owner Utility for the	Owner Utility for the
difference in cost. To the	difference in cost. To the	difference in cost up to a	difference in cost when	difference in cost when
extent that the actual	extent that the actual	maximum variance of	that amount exceeds	that amount exceeds
cost of the activity is less	cost of the activity is less	twenty percent (20%) of	fifty dollars (CI \$50.00).	fifty dollars (CI \$50.00)
than the estimated cost,	than the estimated cost,	the advance payment of	To the extent that the	To the extent that the
Owner Utility agrees to	Owner Utility agrees to	estimated expenses. To	actual cost of the activity	actual cost of the activity
refund to Attaching	refund to Attaching	the extent that the	is less than the estimated	is less than the estimated
Utility the difference in	Utility the difference in	actual cost of the activity	cost, Owner Utility	cost, Owner Utility
cost where that amount	cost where that amount	is less than the estimated	agrees to refund to	agrees to refund to
exceeds fifty dollars (Cl	exceeds fifty dollars (Cl	cost, Owner Utility	Attaching Utility the	Attaching Utility the
\$50.00).	\$50.00).	agrees to refund to	difference in cost where	difference in cost where
		Attaching Utility the	that amount exceeds	that amount exceeds
		difference in cost where	fifty dollars (CI \$50.00).	fifty dollars (CI \$50.00).
		that amount exceeds		
		fifty dollars (Cl \$50.00).		
J. <u>Default for</u>	J. <u>Default for</u>	J. <u>Default for</u>	J. <u>Default for</u>	J. <u>Default for</u>
<u>Nonpayment</u> .	<u>Nonpayment</u> .	Nonpayment.	<u>Nonpayment</u> .	<u>Nonpayment</u> .
Nonpayment of any	Nonpayment of any	Nonpayment of any	Nonpayment of any	Nonpayment of any
amount due under this	amount due under this	amount due under this	amount due under this	amount due under this
Agreement beyond	Agreement beyond	Agreement beyond	Agreement beyond	Agreement beyond
ninety (90) days shall	ninety (90) days shall	ninety (90) days shall	ninety (90) days shall	ninety (90) days shall
constitute a default of	constitute a default of	constitute a default of	constitute a default of	constitute a default of
this Agreement.	this Agreement.	this Agreement.	this Agreement.	this Agreement.

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
K. <u>Unpaid fees and</u>	N/A	N/A	N/A	N/A
charges.				
Communications Utility				
acknowledges and				
agrees that since the				
expiry on 20 November				
2020 of the previous				
Master Pole Joint Use				
Agreement no payments				
have been made in				
respect of fees and				
charges for its				
Attachments (Unpaid				
Fees). Communications				
Utility agrees to pay the				
Unpaid Fees for the				
period 20 November				
2020 to June 30th 2021.				
Such Unpaid Fees, when				
in relation to the annual				
attachment fee, are to				
be calculated utilising				
the annual rate of				
CI\$26.57 which is the				
market rate for the				
above referenced time				
period (as evidenced in				
Appendix A to the draft				
Agreement provided for				
review).				
Communications Utility				
also agrees to pay				
Unpaid Fees in relation				
to the each outstanding				
quarter beginning July				
1st 2021. Unpaid Fees in				

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	relation to the annual				
	attachment fee for the				
	quarters beginning July				
	1st 2021 are to be				
	calculated by reference				
	to Appendix A of this				
	Agreement.				
	Communications Utility				
	agrees to pay the Unpaid				
	Fees within 30 days of				
	the date of this				
	Agreement.				
IV.	Α.	Α.	Α.	Α.	Α.
SPECIFICATIONS	Installation/Maintenance	Installation/Maintenance	Installation/Maintenance	Installation/Maintenance	Installation/Maintenance
	of Facilities. Attaching				
	Utility's Facilities shall be				
	installed and maintained				
	in accordance with the				
	requirements and				
	specifications of				
	Appendix C. All of				
	Attaching Utility's				
	Facilities must comply				
	with all Applicable				
	Standards. Attaching				
	Utility shall be				
	responsible for the				
	installation and				
	maintenance of its				
	Facilities. Attaching				
	Utility shall, at its own				
	expense, make and				
	maintain its Attachments				
	in safe condition and				
	good repair, in				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
accordance with all	accordance with all	accordance with all	accordance with all	accordance with all
Applicable Standards.	Applicable Standards.	Applicable Standards.	Applicable Standards.	Applicable Standards.
B. Interference.	B. <u>Interference</u> .	B. <u>Interference</u> .	B. <u>Interference</u> .	B. Interference.
Attaching Utility shall not	Attaching Utility shall not	Attaching Utility shall not	Attaching Utility shall not	Attaching Utility shall not
allow its Facilities to	allow its Facilities to	allow its Facilities to	allow its Facilities to	allow its Facilities to
materially impair the	materially impair the	materially impair the	materially impair the	materially impair the
ability of Owner Utility,	ability of Owner Utility,	ability of Owner Utility,	ability of Owner Utility,	ability of Owner Utility,
the Electric Utility or any	the Electric Utility or any	the Electric Utility or any	the Electric Utility or any	the Electric Utility or any
third party existing at the	third party existing at the	third party existing at the	third party existing at the	third party existing at the
time of Attaching Utility's	time of Attaching Utility's	time of Attaching Utility's	time of Attaching Utility's	time of Attaching Utility's
attachment to use	attachment to use	attachment to use	attachment to use	attachment to use
Owner Utility's Poles, nor	Owner Utility's Poles, nor	Owner Utility's Poles, nor	Owner Utility's Poles, nor	Owner Utility's Poles, nor
shall Attaching Utility	shall Attaching Utility	shall Attaching Utility	shall Attaching Utility	shall Attaching Utility
allow its Facilities to	allow its Facilities to	allow its Facilities to	allow its Facilities to	allow its Facilities to
interfere with the	interfere with the	interfere with the	interfere with the	interfere with the
operation of any of the	operation of any of the	operation of any of the	operation of any of the	operation of any of the
Owner Utility's Facilities	Owner Utility's Facilities	Owner Utility's Facilities	Owner Utility's Facilities	Owner Utility's Facilities
(or those of the Electric	(or those of the Electric	(or those of the Electric	(or those of the Electric	<del>(or those of the Electric</del>
 Utility, where relevant).	Utility, where relevant).	Utility, where relevant).	Utility, where relevant).	Utility, where relevant).
C. Protective Equipment.	C. Protective Equipment.	C. Protective Equipment.	C. Protective Equipment.	C. Protective Equipment.
Attaching Utility, and its	Attaching Utility, and its	Attaching Utility, and its	Attaching Utility, and its	Attaching Utility, and its
employees and	employees and	employees and	employees and	employees and
contractors, shall utilise	contractors, shall utilise	contractors, shall utilise	contractors, shall utilise	contractors, shall utilise
and install adequate	and install adequate	and install adequate	and install adequate	and install adequate
protective equipment to	protective equipment to	protective equipment to	protective equipment to	protective equipment to
ensure the safety of	ensure the safety of	ensure the safety of	ensure the safety of	ensure the safety of
people and facilities.	people and facilities.	people and facilities.	people and facilities.	people and facilities.
Attaching Utility shall at	Attaching Utility shall at	Attaching Utility shall at	Attaching Utility shall at	Attaching Utility shall at
its own expense install	its own expense install	its own expense install	its own expense install	its own expense install
protective devices	protective devices	protective devices	protective devices	protective devices
designed to handle the	designed to handle the	designed to handle the	designed to handle the	designed to handle the
voltage and current	voltage and current	voltage and current	voltage and current	voltage and current
impressed on its	impressed on its	impressed on its	impressed on its	impressed on its
Facilities in the event of a	Facilities in the event of a	Facilities in the event of a	Facilities in the event of a	Facilities in the event of a
contact with the supply	contact with the supply	contact with the supply	contact with the supply	contact with the supply
conductor. Except as	conductor. Except as	conductor. Except as	conductor. Except as	conductor. Except as

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
provided in Article XV,	provided in Article XV,	provided in Article XV,	provided in Article XV <mark>I</mark> ,	provided in Article XV <mark>I</mark> ,
Paragraph A, neither	Paragraph A, neither	Paragraph A, neither	Paragraph A, neither	Paragraph A, <del>neither</del>
Owner Utility nor Electric	Owner Utility nor Electric	Owner Utility nor Electric	Owner Utility nor Electric	Owner Utility <del>nor Electric</del>
Utility, where relevant,	Utility, where relevant,	Utility, where relevant,	Utility, where relevant,	Utility, where relevant,
shall be liable for any	shall be liable for any	shall be liable for any	shall be liable for any	shall <u>not</u> be liable for any
actual or consequential	actual or consequential	actual or consequential	actual or consequential	actual or consequential
damages to Attaching	damages to Attaching	damages to Attaching	damages to Attaching	damages to Attaching
Utility's Facilities or	Utility's Facilities or	Utility's Facilities or	Utility's Facilities or	Utility's Facilities or
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
customers' facilities.	customers' facilities.	customers' facilities.	customers' facilities.	customers' facilities.
D. Violation of	D. Violation of	D. Violation of	D. Violation of	D. Violation of
Specifications. If	Specifications. If	Specifications. If	Specifications. If	Specifications. If
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
Facilities, or any part	Facilities, or any part	Facilities, or any part	Facilities, or any part	Facilities, or any part
thereof, are installed,	thereof, are installed,	thereof, are installed,	thereof, are installed,	thereof, are installed,
used, or maintained in	used, or maintained in	used, or maintained in	used, or maintained in	used, or maintained in
violation of this	violation of this	violation of this	violation of this	violation of this
Agreement, and	Agreement, and	Agreement, and	Agreement, and	Agreement, and
Attaching Utility has not	Attaching Utility has not	Attaching Utility has not	Attaching Utility has not	Attaching Utility has not
corrected the violation(s)	corrected the violation(s)	corrected the violation(s)	corrected the violation(s)	corrected the violation(s)
within thirty (30)	within thirty (30)	within thirty (30)	within thirty (30)	within thirty (30)
calendar days from	calendar days from	calendar days <u>or such</u>	calendar days from	calendar days from
receipt of written notice	receipt of written notice	other period as may be	receipt of written notice	receipt of written notice
of the violation(s) from	of the violation(s) from	agreed between the	of the violation(s) from	of the violation(s) from
Owner Utility, Owner	Owner Utility, Owner	parties, from receipt of	Owner Utility, Owner	Owner Utility, Owner
Utility at its option, may	Utility at its option, may	written notice of the	Utility at its option, may	Utility at its option, may
correct said conditions	correct said conditions	violation(s) from Owner	correct said conditions	correct said conditions
on giving three (3)	on giving three (3)	Utility, Owner Utility at	on giving three (3)	on giving three (3)
calendar days' notice. An	calendar days' notice. An	its option, may correct	calendar days' notice. An	calendar days' notice. An
exception to this	exception to this	said conditions on giving	exception to this	exception to this
requirement will apply	requirement will apply	three (3) calendar days'	requirement will apply	requirement will apply
only when Owner Utility	only when Owner Utility	notice. An exception to	only when Owner Utility	only when Owner Utility
believes that such	believes that such	this requirement will	believes that such	believes that such
violation(s) pose an	violation(s) pose an	apply only when Owner	violation(s) pose an	violation(s) pose an
immediate threat to the	immediate threat to the	Utility believes that such	immediate threat to the	immediate threat to the
safety of any person, or	safety of any person, or	violation(s) pose an	safety of any person, or	safety of any person, or

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
pose an immediate	pose an immediate	immediate threat to the	pose an immediate	pose an immediate
threat to the physical	threat to the physical	safety of any person, or	threat to the physical	threat to the physical
integrity of Owner	integrity of Owner	pose an immediate	integrity of Owner	integrity of <del>Owner</del>
Utility's Facilities (or	Utility's Facilities (or	threat to the physical	Utility's Facilities (or	Utility's Facilities (or
those of the Electric	those of the Electric	integrity of Owner	those of the Electric	those of the Electric
Utility, where relevant),	Utility, where relevant),	Utility's Facilities (or	Utility, where relevant),	Utility, where relevant),
in which case Owner	in which case Owner	those of the Electric	in which case Owner	<del>in which case</del> <u>Utility</u>
Utility may perform such	Utility may perform such	Utility, where relevant),	Utility may perform such	Facilities Owner Utility
work and/or take such	work and/or take such	in which case Owner	work and/or take such	may perform such work
action as it deems	action as it deems	Utility may perform such	action as it deems	and/or take such action
necessary without first	necessary without first	work and/or take such	necessary without first	as it deems necessary
giving written notice to	giving written notice to	action as it deems	giving written notice to	without first giving
Attaching Utility. As soon	Attaching Utility. As soon	necessary without first	Attaching Utility. As soon	written notice to
as practicable thereafter,	as practicable thereafter,	giving written notice to	as practicable thereafter,	Attaching Utility. As soon
Owner Utility will advise	Owner Utility will advise	Attaching Utility. As soon	Owner Utility will advise	as practicable thereafter,
Attaching Utility of the	Attaching Utility of the	as practicable thereafter,	Attaching Utility of the	Owner Utility will advise
work performed or the	work performed or the	Owner Utility will advise	work performed or the	Attaching Utility of the
action taken. Attaching	action taken. Attaching	Attaching Utility of the	action taken. Attaching	work performed or the
Utility shall be	Utility shall be	work performed or the	Utility shall be	action taken. Attaching
responsible for all	responsible for all	action taken. Attaching	responsible for all	Utility shall be
reasonable costs	reasonable costs	Utility shall be	reasonable costs	responsible for all
incurred by the Owner	incurred by the Owner	responsible for all	incurred by the Owner	reasonable costs
Utility in taking action	Utility in taking action	reasonable costs	Utility in taking action	incurred by the Owner
pursuant to this	pursuant to this	incurred by the Owner	pursuant to this	Utility in taking action
subsection.	subsection.	Utility in taking action	subsection.	pursuant to this
		pursuant to this		subsection.
		subsection.		
E. <u>Restoration of Utility</u>	E. Restoration of Utility			
Service. Owner Utility	Service. Owner Utility	Service. Owner Utility	Service. Owner Utility	Service. Owner Utility
and Attaching Utility	and Attaching Utility	and Attaching Utility	and Attaching Utility	and Attaching Utility
agree to fully cooperate	agree to fully cooperate	agree to fully cooperate	agree to fully cooperate	agree to fully cooperate
to ensure that service	to ensure that service	to ensure that service	to ensure that service	to ensure that service
restoration requirements	restoration requirements	restoration requirements	restoration requirements	restoration requirements
are met to the	are met to the	are met to the	are met to the	are met to the
satisfaction of each	satisfaction of each	satisfaction of each	satisfaction of each	satisfaction of each
party.	party.	party.	party.	party.

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
F. Effect of Failure to				
Exercise Access Rights. If				
Attaching Utility does not				
exercise any access right				
granted pursuant to this				
Agreement and/or				
applicable Permit(s)				
within two hundred	within two hundred	within two hundred	within two hundred	within <del>two hundred</del>
(200) calendar days of	(200) one hundred and			
the effective date of such	<u>twenty (120)</u> calendar			
right and any extension	days of the effective date			
thereof, Owner Utility	thereof, Owner Utility	thereof, Owner Utility	thereof, Owner Utility	of such right and any
may use the space	extension thereof,			
scheduled for Attaching	scheduled for Attaching	scheduled for Attaching	scheduled for Attaching	Owner Utility may use
Utility's Attachment(s),	Utility's Attachment(s),	Utility's Attachment(s),	Utility's Attachment(s),	the space scheduled for
for its own needs and/or	Attaching Utility's			
other Attaching Entities.	other Attaching Entities.	other Attaching Entities.	other Attaching Entities.	Attachment(s), for its
In such instances, Owner	own needs and/or other			
Utility shall endeavour to	Attaching Entities. In			
make other space	make other space	make other space	make other space	such instances, Owner
available to Attaching	available to Attaching	available to Attaching	available to Attaching	Utility shall endeavour to
Utility, upon written	Utility, upon written	Utility, upon written	Utility, upon written	make other space
application per Article VI,	available to Attaching			
as soon as reasonably	Utility, upon written			
possible and subject to	application per Article VI,			
all requirements of this	as soon as reasonably			
Agreement, including the	Agreement, including the	Agreement, including the	Agreement, including the	possible and subject to
Make-Ready Work	Make-Ready Work	Make-Ready Work	Make-Ready Work	all requirements of this
provisions. This clause	provisions. This clause	provisions.	provisions. This clause	Agreement, including the
shall not apply if the	shall not apply if the	Notwithstanding Article	shall not apply if the	Make-Ready Work
Attaching Utility is	Attaching Utility is	<u>III, Paragraph B,</u>	Attaching Utility is	provisions. This clause
unable to exercise its	unable to exercise its	Attaching Utility shall not	unable to exercise its	shall not apply if the
access rights due to	access rights due to	be liable to pay fees for	access rights due to	Attaching Utility is
circumstances that are	circumstances that are	Permits for space that	circumstances that are	unable to exercise its
beyond its control upon	beyond its control upon	Owner Utility uses for its	beyond its control upon	access rights due to
		own needs and/or other		circumstances that are

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	written notification to	written notification to	Attaching Entities,	written notification to	beyond its control upon
	the Owner Utility.	the Owner Utility.	pursuant to the terms of	the Owner Utility.	written notification to
			<u>this Paragraph.</u> This		the Owner Utility.
			clause shall not apply if		
			the Attaching Utility is		
			unable to exercise its		
			access rights due to		
			circumstances that are		
			beyond its control upon		
			written notification to		
			the Owner Utility.		
V. PRIVATE AND	A. <u>Necessary</u>	A. <u>Necessary</u>	A. <u>Necessary</u>	A. <u>Necessary</u>	A. <u>Necessary</u>
REGULATORY	Authorisations. In	<u>Authorisations</u> . In	<u>Authorisations</u> . In	<u>Authorisations</u> . In	Authorisations. In
COMPLIANCE	addition to the Permit	addition to the Permit	addition to the Permit	addition to the Permit	addition to the Permit
	required under this	required under this	required under this	required under this	required under this
	Agreement, Attaching	Agreement, Attaching	Agreement, Attaching	Agreement, Attaching	Agreement, Attaching
	Utility shall be	Utility shall be	Utility shall be	Utility shall be	Utility shall be
	responsible for obtaining	responsible for obtaining	responsible for obtaining	responsible for obtaining	responsible for obtaining
	from the appropriate	from the appropriate	from the appropriate	from the appropriate	from the appropriate
	public and/or private	public and/or private	public and/or private	public and/or private	public and/or private
	authority or other	authority or other	authority or other	authority or other	authority or other
	appropriate persons any	appropriate persons any	appropriate persons any	appropriate persons any	appropriate persons any
	required authorisation to	required authorisation to	required authorisation to	required authorisation to	required authorisation to
	construct, operate or	construct, operate or	construct, operate or	construct, operate or	construct, operate or
	maintain its Facilities on	maintain its Facilities on	maintain its Facilities on	maintain its Facilities on	maintain its Facilities on
	public and/or private	public and/or private	public and/or private	public and/or private	public and/or private
	property before it	property before it	property before it	property before it	property before it
	occupies any portion of	occupies any portion of	occupies any portion of	occupies any portion of	occupies any portion of
	Owner Utility's Poles.	Owner Utility's Poles.	Owner Utility's Poles.	Owner Utility's Poles.	Owner Utility's Poles.
	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
	obligations under this	obligations under this	obligations under this	obligations under this	obligations under this
	Article V include, but are	Article V include, but are	Article V include, but are	Article V include, but are	Article V include, but are
	not limited to, its	not limited to, its	not limited to, its	not limited to, its	not limited to, its
	obligation to obtain all	obligation to obtain all	obligation to obtain all	obligation to obtain all	obligation to obtain all
	necessary approvals to	necessary approvals to	necessary approvals to	necessary approvals to	necessary approvals to
	occupy public/private	occupy public/private	occupy public/private	occupy public/private	occupy public/private

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
rights-of-way and to pay	rights-of-way and to pay	rights-of-way and to pay	rights-of-way and to pay	rights-of-way and to pay
all costs associated	all costs associated	all costs associated	all costs associated	all costs associated
therewith. Attaching	therewith. Attaching	therewith. Attaching	therewith. Attaching	therewith. Attaching
Utility shall defend,	Utility shall defend,	Utility shall defend,	Utility shall defend,	Utility shall defend,
indemnify, to the extent	indemnify, to the extent	indemnify, to the extent	indemnify, to the extent	indemnify, to the extent
permitted by law, and	permitted by law, and	permitted by law, and	permitted by law, and	permitted by law, and
reimburse Owner Utility	reimburse Owner Utility	reimburse Owner Utility	reimburse Owner Utility	reimburse Owner Utility
and Electric Utility,	and Electric Utility,	and Electric Utility,	and Electric Utility,	and Electric Utility,
where relevant, for all	where relevant, for all	where relevant, for all	where relevant, for all	where relevant, for all
loss and expense that	loss and expense that	loss and expense that	loss and expense that	loss and expense that
Owner Utility and	Owner Utility and	Owner Utility and	Owner Utility and	Owner Utility <del>and</del>
Electric Utility may incur	Electric Utility may incur	Electric Utility may incur	Electric Utility may incur	Electric Utility may incur
as a result of claims by	as a result of claims by	as a result of claims by	as a result of claims by	as a result of claims by
governmental bodies,	governmental bodies,	governmental bodies,	governmental bodies,	governmental bodies,
owners of private	owners of private	owners of private	owners of private	owners of private
property, or other	property, or other	property, or other	property, or other	property, or other
persons, that Attaching	persons, that Attaching	persons, that Attaching	persons, that Attaching	persons, that Attaching
Utility does not have	Utility does not have	Utility does not have	Utility does not have	Utility does not have
sufficient rights or	sufficient rights or	sufficient rights or	sufficient rights or	sufficient rights or
authority to attach	authority to attach	authority to attach	authority to attach	authority to attach
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
Facilities on Owner	Facilities on Owner	Facilities on Owner	Facilities on Owner	Facilities on Owner
 Utility's Poles.	Utility's Poles.	Utility's Poles.	Utility's Poles.	Utility's Poles.
B. Lawful Purpose and	B. Lawful Purpose and	B. Lawful Purpose and	B. Lawful Purpose and	B. Lawful Purpose and
Use. Attaching Utility's	Use. Attaching Utility's	Use. Attaching Utility's	Use. Attaching Utility's	Use. Attaching Utility's
Facilities must at all	Facilities must at all	Facilities must at all	Facilities must at all	Facilities must at all
times serve a lawful	times serve a lawful	times serve a lawful	times serve a lawful	times serve a lawful
purpose, and the use of	purpose, and the use of	purpose, and the use of	purpose, and the use of	purpose, and the use of
such Facilities must	such Facilities must	such Facilities must	such Facilities must	such Facilities must
comply with all	comply with all	comply with all	comply with all	comply with all
applicable laws of the	applicable laws of the	applicable laws of the	applicable laws of the	applicable laws of the
 Cayman Islands.	Cayman Islands.	Cayman Islands.	Cayman Islands.	Cayman Islands.
C. <u>Forfeiture of Owner</u>	C. <u>Forfeiture of Owner</u>	C. <u>Forfeiture of Owner</u>	C. Forfeiture of Owner	C. <u>Forfeiture of Owner</u>
<u>Utility's Rights</u> . No	<u>Utility's Rights</u> . No	<u>Utility's Rights</u> . No	<u>Utility's Rights</u> . No	<u>Utility's Rights</u> . No
Permit granted under	Permit granted under	Permit granted under	Permit granted under	Permit granted under
this Agreement shall	this Agreement shall	this Agreement shall	this Agreement shall	this Agreement shall

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
extend to any Pole on				
which the Attachment of				
Attaching Utility's				
Facilities would result in				
a forfeiture of Owner				
Utility's rights. Any				
Permit, which on its face				
would cover				
Attachments that would				
result in forfeiture of				
Owner Utility's rights, is				
invalid. Further, if any of				
Attaching Utility's				
existing Facilities,				
whether installed				
pursuant to a valid				
Permit or not, would				
cause such forfeiture,				
Attaching Utility shall				
promptly remove its				
Facilities upon receipt of				
written notice from				
Owner Utility. Owner				
Utility will perform such				
removal at Attaching				
Utility's expense not				
sooner than the				
expiration of thirty (30)				
calendar days from				
Owner Utility's issuance				
of the written notice.				
D. Effect of Consent to				
Construction/Maintenan	Construction/Maintenan	Construction/Maintenan	Construction/Maintenan	Construction/Maintenan
<u>ce</u> . Consent by Owner				
Utility to the				
construction or				

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	maintenance of any				
	Attachments by				
	Attaching Utility shall not				
	be deemed consent,				
	authorisation or an				
	acknowledgment that				
	Attaching Utility has the				
	authority to construct or				
	maintain any other such				
	Attachments. It is				
	Attaching Utility's				
	responsibility to obtain				
	all necessary approvals				
	for each Attachment				
	from all appropriate				
	parties or agencies.				
VI. PERMIT	A. Permit Required.				
APPLICATION	Attaching Utility shall not				
PROCEDURES	install any new				
	Attachments, Overlash				
	existing Attachments or				
	perform Substantial				
	Construction or				
	Modification on any Pole				
	without first applying for				
	and obtaining a Permit				
	pursuant to the				
	applicable requirements				
	of Appendix B. No Permit				
	shall be required for				
	prior existing authorised				
	Attachments,	Attachments,	Attachments,	Attachments,	Attachments,
	Overlashing or Service				
	Drops on Active Joint Use				
	Poles or on Poles for				
	which a Permit has				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
already been granted to				
the Attaching Utility. No				
Permit shall be required				
for routine maintenance				
or installing Service				
Drops from existing				
Active Joint Use Poles.				
Attachments to or rights				
to occupy Owner Utility's				
Facilities not covered by				
this Agreement,				
including ducts or				
conduits must be				
separately negotiated.				
B. <u>Review of Permit</u>				
Application. Upon				
receipt of a properly				
executed Application for				
Permit (Appendix B),				
including the Pre-Permit				
Survey, Owner Utility will				
review the Permit				
Application and discuss				
any issues with Attaching				
Utility, including				
engineering or Make-				
Ready Work				
requirements associated				
with the Permit				
Application. Owner				
Utility acceptance of the				
submitted design				
documents does not				
relieve the Attaching				
Utility of full				
responsibility for any				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
errors and/or omissions				
in the engineering				
analysis.	analysis.	analysis.	analysis.	analysis.
C. <u>Review Period</u> . Owner				
Utility shall review and				
respond to "Minor"				
Permit Applications –				
less than ten (10)				
Attachments/Poles –				
within ten (10) days of				
receipt. Owner Utility				
shall review and respond				
to "Major" Permit				
Applications – ten (10) or				
more Attachments/Poles				
– within fifteen (15) days				
of receipt.				
D. Expedited Review. In				
instances where				
Attaching Utility notifies				
Owner Utility of an				
immediate need to make				
new Attachments,				
Overlash existing				
Attachments or perform				
Substantial Construction				
or Modification on a				
Pole, and provides				
information as to the				
need for an expedited				
review process, the				
Owner Utility shall make				
its best reasonable				
efforts to review and				
respond to Permit				
Applications within five				

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	(5) days of receipt.	(5) days of receipt.	(5) days of receipt.	(5) days of receipt.	(5) days of receipt.
	Owner Utility reserves	Owner Utility reserves	Owner Utility reserves	Owner Utility reserves	Owner Utility reserves
	the rights to charge	the rights to charge	the rights to charge	the rights to charge	the rights to charge
	Attaching Utility for any	Attaching Utility for any	Attaching Utility for any	Attaching Utility for any	Attaching Utility for any
	overtime or other	overtime or other	overtime or other	overtime or other	overtime or other
	applicable costs that it	applicable costs that it	applicable costs that it	applicable costs that it	applicable costs that it
	reasonably incurs in	reasonably incurs in	reasonably incurs in	<del>reasonably</del> incurs in	<del>reasonably</del> incurs in
	meeting a request for an	meeting a request for an	meeting a request for an	meeting a request for an	meeting a request for an
	expedited review.	expedited review.	expedited review.	expedited review.	expedited review.
	E. Performance of Make-	E. Performance of Make-	E. Performance of Make-	E. Performance of Make-	E. Performance of Make-
	<u>Ready Work</u> . If Make-	<u>Ready Work</u> . If Make-	<u>Ready Work</u> . If Make-	<u>Ready Work</u> . If Make-	Ready Work. If Make-
	Ready Work is required	Ready Work is required	Ready Work is required	Ready Work is required	Ready Work is required
	to accommodate	to accommodate	to accommodate	to accommodate	to accommodate
	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
	Attachments, Owner	Attachments, Owner	Attachments, Owner	Attachments, Owner	Attachments, Owner
	Utility or its contractors	Utility or its contractors	Utility or its contractors	Utility or its contractors	Utility or its contractors
	shall perform such work	shall perform such work	shall perform such work	shall perform such work	shall perform such work
	pursuant to Article VII.	pursuant to Article VII.	pursuant to Article VII.	pursuant to Article VII.	pursuant to Article VII.
	F. <u>Permit as</u>	F. <u>Permit as</u>	F. <u>Permit as</u>	F. <u>Permit as</u>	F. <u>Permit as</u>
	Authorisation to Attach.	Authorisation to Attach.	Authorisation to Attach.	Authorisation to Attach.	Authorisation to Attach.
	After receipt of payment	After receipt of payment	After receipt of payment	After receipt of payment	After receipt of payment
	for any necessary Make-	for any necessary Make-	for any necessary Make-	for any necessary Make-	for any necessary Make-
	Ready Work, Owner	Ready Work, Owner	Ready Work, Owner	Ready Work, Owner	Ready Work, Owner
	Utility will sign and	Utility will sign and	Utility will sign and	Utility will sign and	Utility will sign and
	return the Permit	return the Permit	return the Permit	return the Permit	return the Permit
	Application, which shall	Application, which shall	Application, which shall	Application, which shall	Application, which shall
	serve as authorisation	serve as authorisation	serve as authorisation	serve as authorisation	serve as authorisation
	for Attaching Utility to	for Attaching Utility to	for Attaching Utility to	for Attaching Utility to	for Attaching Utility to
	make its Attachment(s).	make its Attachment(s).	make its Attachment(s).	make its Attachment(s).	make its Attachment(s).
VII. MAKE-READY	A. Estimate for Make-	A. Estimate for Make-	A. Estimate for Make-	A. Estimate for Make-	A. Estimate for Make-
WORK/INSTALLA	<u>Ready Work</u> . In the event	<u>Ready Work</u> . In the event	<u>Ready Work</u> . In the event	Ready Work. In the event	Ready Work. In the event
TION	Owner Utility determines	Owner Utility determines	Owner Utility determines	Owner Utility determines	Owner Utility determines
	that it can accommodate	that it can accommodate	that it can accommodate	that it can accommodate	that it can accommodate
	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
	request for	request for	request for	request for	request for
	Attachment(s); including	Attachment(s); including	Attachment(s); including	Attachment(s); including	Attachment(s); including

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Overlashing of an				
existing Attachment, it				
will, upon request,				
advise Attaching Utility				
of any estimated Make-				
Ready Work charges				
necessary to				
accommodate the				
Attachment. This may	Attachment. This may	Attachment. This may	Attachment. This may	Attachment. <del>This may</del>
include proportional				
make ready charges				
previously invoiced to a				
prior attaching utility				
within the last twenty				
four (24) months, see				
section VII E for further				
detail.	detail.	detail.	detail.	<del>detail.</del>
B. Payment of Make-				
Ready Work. Unless	Ready Work. Unless	<u>Ready Work</u> . Unless	<u>Ready Work</u> . Unless	<u>Ready Work</u> . Unless
otherwise agreed, Owner				
Utility may require				
payment in advance for				
all Make-Ready Work				
based upon the				
estimated cost of such				
work if the estimate				
exceeds CI \$1,000.00.				
Upon completion				
Attaching Utility shall pay				
Owner Utility's actual				
cost, and/or where a	cost <del>, and/or where a</del>			
prior Attaching Utility	prior Attaching Utility	prior Attaching Utility	prior Attaching Utility	<del>prior Attaching Utility</del>
has within the last	<del>has within the last</del>			
twenty four months paid				
make-ready charges a				
proportional amount of				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
the actual cost, of Make-	<del>the actual cost,</del> of Make-			
Ready Work. Attaching				
Utility will be responsible				
for payment to Owner				
Utility for all Make-Ready				
work required to				
accommodate Attaching				
Utility's Facilities except				
as provided in Article II,				
Paragraph K (3) above				
regarding Overlashing by				
a third party.				
C. Who May Perform	C. <u>Who May Perform</u>	C. Who May Perform	C. Who May Perform	C. Who May Perform
Make-Ready Work.				
Make-Ready Work shall				
be performed only by				
Owner Utility and/or a				
contractor authorised by				
Owner Utility to perform				
such work. If Owner				
Utility cannot perform				
the Make-Ready Work to				
accommodate Attaching				
Utility's Facilities within				
ten (10) calendar days of				
issuance of a Permit, or				
earlier by agreement,				
Attaching Utility may				
seek permission from				
Owner Utility for				
Attaching Utility to				
perform such work itself				
or employ a qualified				
contractor to perform				
such work.				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
D. <u>Scheduling of Make-</u>	D. Scheduling of Make-	D. Scheduling of Make-	D. Scheduling of Make-	D. Scheduling of Make-
<u>Ready Work</u> . In	<u>Ready Work</u> . In			
performing all Make-	performing all Make-	performing all Make-	performing all Make-	performing all Make-
Ready Work to	Ready Work to	Ready Work to	Ready Work to	Ready Work to
accommodate Attaching	accommodate Attaching	accommodate Attaching	accommodate Attaching	accommodate Attaching
Utility's Facilities, Owner	Utility's Facilities, Owner	Utility's Facilities, Owner	Utility's Facilities, Owner	Utility's Facilities, Owner
Utility will endeavor to	Utility will endeavor to			
include such work in its	include such work in its			
normal work schedule. In	normal work schedule. In			
the event Attaching	the event Attaching	the event Attaching	the event Attaching	the event Attaching
Utility requests that the	Utility requests that the			
Make-Ready Work be	Make-Ready Work be	Make-Ready Work be	Make-Ready Work be	Make-Ready Work be
performed on a priority	performed on a priority			
basis or outside of	basis or outside of			
Owner Utility's normal	Owner Utility's normal	Owner Utility's normal	Owner Utility's normal	Owner Utility's normal
work hours, Attaching	work hours, Attaching	work hours, Attaching	work hours, Attaching	work hours, Attaching
Utility agrees to pay any	Utility agrees to pay any			
resulting increased costs,	resulting increased costs,	resulting increased costs,	resulting increased costs <sub>7</sub>	resulting increased costs <sub>7</sub>
upon being advised of	upon being advised of			
the estimate of costs	the estimate of costs			
prior to performance of	prior to performance of	prior to performance of	<del>prior to performance of</del>	<del>prior to performance of</del>
such work. Nothing	such work. Nothing	such work. Nothing	<del>such work</del> . Nothing	<del>such work</del> . Nothing
herein shall be construed	herein shall be construed			
to require performance	to require performance	to require performance	to require performance	to require performance
of Attaching Utility's	of Attaching Utility's	of Attaching Utility's	of Attaching Utility's	of Attaching Utility's
work before other	work before other	work before other	work before other	work before other
scheduled work or	scheduled work or	scheduled work or	scheduled work or	scheduled work or
Owner Utility's own	Owner Utility's own	Owner Utility's own	Owner Utility's own	Owner Utility's own
service restoration.	service restoration.	service restoration.	service restoration.	service restoration.
E. <u>Refund of Make-Ready</u>	E. Attaching Utility's			
<u>costs</u> . Where an	Installation/Removal/Ma			
Attaching Utility pays for	intenance Work.			
the cost of Make-Ready				
such charges are	such charges are	such charges are	such charges are	
refundable in part as				
additional utilities are	additional utilities are	additional utilities are	additional utilities are	

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
attached within the	attached within the	attached within the	attached within the	
communication space	communication space	communication space	communication space	
within two years of the				
date of the invoice for				
those make-ready	those make-ready	those make-ready	those make-ready	
charges.	charges.	charges.	charges.	
The amount of refund for	1. All of Attaching			
make-ready charges	make-ready charges	make-ready charges	make-ready charges	Utility's installation,
available to the	available to the	available to the	available to the	<u>removal and</u>
Attaching Utility per	Attaching Utility per	Attaching Utility per	Attaching Utility per	maintenance work shall
additional attachment	additional attachment	additional attachment	additional attachment	be performed at
will depend on the time	Attaching Utility's sole			
that has elapsed since	<u>cost and expense, in a</u>			
the construction. No	the construction. No	the construction. No	the construction. No	good and workmanlike
refund will be made for	manner, and must not			
make-ready costs	make-ready costs	make-ready costs	make-ready costs	adversy affect the
invoiced more than	invoiced more than	invoiced more than	invoiced more than	structural integrity of
twenty four months prior	Owner Utility's Poles or			
to the receipt of a	Facilities or any other			
request for attachment	request for attachment	request for attachment	request for attachment	Attaching Entity's
by an additional	by an additional	by an additional	by an additional	facilities or equipment
Attaching Utility.	Attaching Utility.	Attaching Utility.	Attaching Utility.	attached thereto.
Refund Formula:	Refund Formula:	Refund Formula:	Refund Formula:	
i. The Attaching Utility is	2. All of Attaching			
entitled to request a	Utility's installation,			
refund of make-ready	refund of make-ready	refund of make-ready	refund of make-ready	removal and
charges paid by them	maintenance work			
whenever another	whenever another	whenever another	whenever another	performed on Owner
Attaching Utility attaches	Attaching Utility attaches	Attaching Utility attaches	Attaching Utility attaches	Utility's Poles or in the
to the pole for which	vicinity of other Owner			
Make-Ready work has	Make-Ready work has	Make-Ready work has	Make-Ready work has	Utility Facilities, either by
been performed. A	been performed. A	been performed. A	been performed. A	its employees or
request may be made	contractors, shall be in			
anytime within two (2)	compliance with all			
years of the date of the	applicable regulations			
				specified in Article IV,

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
invoice for the make-	invoice for the make-	invoice for the make-	invoice for the make-	Paragraph A. Attaching
ready charges.	ready charges.	ready charges.	ready charges.	Utility shall ensure that
				any person installing,
				maintaining, or removing
				its Facilities is fully
				qualified and familiar
				with all Applicable
				Standards, the provisions
				of Article XVII, and the
				Minimum Design
				Specifications contained
				<u>in Appendix C.</u>
ii. A 12.5% reduction will	ii. A 12.5% reduction will	ii. A 12.5% reduction will	ii. A 12.5% reduction will	N/A
be applied each calendar	be applied each calendar	be applied each calendar	be applied each calendar	
quarter to the original	quarter to the original	quarter to the original	quarter to the original	
payment, less any	payment, less any	payment, less any	payment, less any	
refunds already paid. If	refunds already paid. If	refunds already paid. If	refunds already paid. If	
the period between the	the period between the	the period between the	the period between the	
date of the invoice for	date of the invoice for	date of the invoice for	date of the invoice for	
make-ready charges and	make-ready charges and	make-ready charges and	make-ready charges and	
the request for an	the request for an	the request for an	the request for an	
attachment by an	attachment by an	attachment by an	attachment by an	
additional Attaching	additional Attaching	additional Attaching	additional Attaching	
Utility is less than three	Utility is less than three	Utility is less than three	Utility is less than three	
(3) months then the	(3) months then the	(3) months then the	(3) months then the	
make ready cost will be	make ready cost will be	make ready cost will be	make ready cost will be	
treated as if it was paid	treated as if it was paid	treated as if it was paid	treated as if it was paid	
at the beginning of the	at the beginning of the	at the beginning of the	at the beginning of the	
quarter and a reduction	quarter and a reduction	quarter and a reduction	quarter and a reduction	
 (12.5%) will be applied.	(12.5%) will be applied.	(12.5%) will be applied.	(12.5%) will be applied.	
iii. Upon receipt of a	iii. Upon receipt of a	iii. Upon receipt of a	iii. Upon receipt of a	N/A
written request for	written request for	written request for	written request for	
refund, DataLink shall	refund, DataLink shall	refund, DataLink shall	refund, DataLink shall	
pay the Attaching Utility	pay the Attaching Utility	pay the Attaching Utility	pay the Attaching Utility	
an amount (rounded to	an amount (rounded to	an amount (rounded to	an amount (rounded to	
the nearest whole dollar)	the nearest whole dollar)	the nearest whole dollar)	the nearest whole dollar)	

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	equal to the payment				
	amount divided by three				
	provided there is a				
	refundable balance	refundable balance	refundable balance	refundable balance	
	remaining after the	remaining after the	remaining after the	remaining after the	
	quarterly reduction and	quarterly reduction and	quarterly reduction and	quarterly reduction and	
	any previous refunds.	any previous refunds.	any previous refunds.	any previous refunds.	
	A refund becomes due	N/A			
	ninety (90) days	ninety (90) days	ninety (90) days	ninety (90) days	
	following an authorised	following an authorised	following an authorised	following an authorised	
	attachment by an	attachment by an	attachment by an	attachment by an	
	additional Attaching	additional Attaching	additional Attaching	additional Attaching	
	Utility.	Utility.	Utility.	Utility.	
	The Company shall make	N/A			
	all reasonable efforts to				
	identify applicable	identify applicable	identify applicable	identify <del>applicable</del>	
	refunds, however, it	refunds, however, it	refunds, however, it	refunds, however, it	
	remains the	remains the	remains the	remains the	
	responsibility of an	responsibility of an	responsibility of an	responsibility of an	
	Attaching Utility to	Attaching Utility to	Attaching Utility to	Attaching Utility to	
	request a refund.	request a refund.	request a refund.	request a refund.	
VIII. TRANSFERS	Required Transfers of	Required Transfers of	Required Transfers of	Required Transfers of	Required Transfers of
	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
	Facilities. Whenever it is	Facilities. Whenever it is			
	reasonably necessary to	reasonably necessary to	reasonably necessary to	reasonably necessary to	reasonably necessary to
	replace and/or relocate a	replace and/or relocate a			
	Joint Use Pole, Owner	Joint Use Pole, Owner			
	Utility shall send written	Utility shall send written			
	notice to Attaching	notice to Attaching	notice to Attaching	notice to Attaching	notice to Attaching
	Utility informing	Utility informing	Utility informing	Utility informing	Utility informing
	Attaching Utility of	Attaching Utility of	Attaching Utility of	Attaching Utility of	Attaching Utility of
	Owner Utility's necessity	Owner Utility's necessity	Owner Utility's necessity	Owner Utility's necessity	Owner Utility's necessity
	for facilities transfer.	for facilities transfer.	for facilities transfer.	for facilities transfer.	for facilities transfer.
	Upon receipt of Owner	Upon receipt of Owner			
	Utility's request,	Utility's request,	Utility's request,	Utility's request,	Utility's request,
	Attaching Utility shall,	Attaching Utility shall,	Attaching Utility shall,	Attaching Utility shall,	Attaching Utility shall,

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	within ninety (90)				
	calendar days, transfer				
	its Attachments to	its Attachments to	its Attachments to	its Attachments <del>-to</del>	its Attachments <del>-to</del>
	another Joint Use Pole,				
	at Attaching Utility's sole				
	risk and expense, and				
	notify Owner Utility that				
	its transfer work has				
	been completed. In the				
	event of Attaching				
	Utility's failure to comply				
	with any such notice,				
	Owner Utility may				
	perform the work				
	directed thereby or				
	cause the same to be				
	performed and all cost				
	and expenses incurred				
	thereby shall be paid by				
	the Attaching Utility to				
	the Owner Utility upon				
	demand.	demand.	demand.	demand.	demand.
IX. POLE	A. Attaching Utility's				
MODIFICATIONS	Action Requiring				
AND/OR	Modification/Replaceme	Modification/Replaceme	Modification/Replaceme	Modification/Replaceme	Modification/Replaceme
REPLACEMENTS	<u>nt</u> . In the event that any				
	Pole to which Attaching				
	Utility desires to make				
	Attachment(s) is unable				
	to support or				
	accommodate the				
	additional facilities in				
	accordance with all				
	Applicable Specifications,				
	Owner Utility will notify				
	Attaching Utility of the				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
necessary Make-Ready	necessary Make-Ready	necessary Make-Ready	necessary Make-Ready	necessary Make-Ready
Work, and associated	Work, and associated	Work, and associated	Work, and associated	Work, and associated
costs. Attaching Utility	costs. Attaching Utility	costs. Attaching Utility	costs. Attaching Utility	costs. Attaching Utility
shall be responsible for	shall be responsible for	shall be responsible for	shall be responsible for	shall be responsible for
separately entering into	separately entering into	separately entering into	separately entering into	separately entering into
an agreement with other	an agreement with other	an agreement with other	an agreement with other	an agreement with other
Attaching Entities	Attaching Entities	Attaching Entities	Attaching Entities	Attaching Entities
concerning the allocation	concerning the allocation	concerning the allocation	concerning the allocation	concerning the allocation
of costs for the	of costs for the	of costs for the	of costs for the	of costs for the
relocation or	relocation or	relocation or	relocation or	relocation or
rearrangement of such	rearrangement of such	rearrangement of such	rearrangement of such	rearrangement of such
entities' existing	entities' existing	entities' existing	entities' existing	entities' existing
Attachments. If	Attachments. If	Attachments. If	Attachments. If	Attachments. If
Attaching Utility elects to	Attaching Utility elects to	Attaching Utility elects to	Attaching Utility elects to	Attaching Utility elects to
go forward with the	go forward with the	go forward with the	go forward with the	go forward with the
necessary changes,	necessary changes,	necessary changes,	necessary changes,	necessary changes,
Attaching Utility shall pay	Attaching Utility shall pay	Attaching Utility shall pay	Attaching Utility shall pay	Attaching Utility shall pay
to Owner Utility the	to Owner Utility the	to Owner Utility the	to Owner Utility the	to Owner Utility the
actual cost of the Make-	actual cost of the Make-	actual cost of the Make-	actual cost of the Make-	actual cost of the Make-
Ready Work, performed	Ready Work, performed	Ready Work, performed	Ready Work, performed	Ready Work, performed
by Owner Utility, per	by Owner Utility, per	by Owner Utility, per	by Owner Utility, per	by Owner Utility, per
Article III, Paragraph I.	Article III, Paragraph I.	Article III, Paragraph I.	Article III, Paragraph I.	Article III, Paragraph I.
B. <u>Treatment of Multiple</u>	B. Treatment of Multiple	B. <u>Treatment of Multiple</u>	B. <u>Treatment of Multiple</u>	B. Treatment of Multiple
Requests for Same Pole.	Requests for Same Pole.	Requests for Same Pole.	Requests for Same Pole.	Requests for Same Pole.
If Owner Utility receives	If Owner Utility receives	If Owner Utility receives	If Owner Utility receives	If Owner Utility receives
Permit Applications for	Permit Applications for	Permit Applications for	Permit Applications for	Permit Applications for
the same Pole from two	the same Pole from two	the same Pole from two	the same Pole from two	the same Pole from two
or more prospective	or more prospective	or more prospective	or more prospective	or more prospective
Attaching Utilities within	Attaching Utilities within	Attaching Utilities within	Attaching Utilities within	Attaching Utilities within
sixty (60) calendar days	sixty (60) calendar days	sixty (60) calendar days	sixty (60) calendar days	sixty (60) calendar days
of the initial request, and	of the initial request, and	of the initial request, and	of the initial request, and	of the initial request, and
accommodating their	accommodating their	accommodating their	accommodating their	accommodating their
respective requests	respective requests	respective requests	respective requests	respective requests
would require	would require	would require	would require	would require
modification or	modification or	modification or	modification or	modification or
replacement of the Pole,	replacement of the Pole,	replacement of the Pole,	replacement of the Pole,	replacement of the Pole,

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	Owner Utility will				
	allocate among such				
	Attaching Utilities the				
	applicable costs				
	associated with such				
	necessary modification				
	or replacement.				
	C. Guying. The use of	C. <u>Guying</u> . The use of	C. <u>Guying</u> . The use of	C. <u>Guying</u> . The use of	C. <u>Guying</u> . The use of
	guying to accommodate				
	Attaching Utility's				
	Attachments shall be				
	provided by Owner				
	Utility and at the				
	expense of Attaching				
	Utility and as per Electric	Utility and <del>as per Electric</del>			
	Utility's standards,	Utility's standards,	Utility's standards,	Utility's standards,	<del>Utility's standards,</del>
	where relevant.	where relevant.	where relevant.	where relevant.	where relevant to the
	Attaching Utility shall not	satisfaction of Owner			
	attach any guy wires to	Utility as specified in			
	Owner Utility's poles or	Appendix C. Attaching			
	anchors without prior	anchors without prior	anchors without prior	anchors without prior	Utility shall not attach
	written permission of the	any guy wires to Owner			
	Owner Utility. Make-	Owner Utility. Make-	Owner Utility. Make-	Owner Utility. Make-	Utility's poles or anchors
	Ready charges will apply	, Ready charges will apply	, Ready charges will apply	, Ready charges will apply	without prior written
	if permission is granted.	permission of the Owner			
					Utility. Make-Ready
					charges will apply if
					permission is granted.
	D. Action Required for				
	Emergency	Emergency	Emergency	Emergency	Emergency
	Modification/Replaceme	Modification/Replaceme	Modification/Replaceme	Modification/Replaceme	Modification/Replaceme
	<u>nt</u> . The Owner Utility				
	shall be responsible for				
	initiating	initiating	initiating	initiating	initiating
	modification/replacemen	modification/replacemen	modification/replacemen	modification/replacemen	modification/replacemen
	t procedures following				
L	r procedures following	t procedures following	r procedures following	r procedures following	r procedures ronowing

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
notification that	notification that	notification <del>that</del>	notification <del>that</del>	notification <del>that</del>
modification/replacemen	modification/replacemen	modification/replacemen	modification/replacemen	modification/replacemen
t is necessary.	t is necessary.	<del>t is necessary</del> . <u>The</u>	<del>t is necessary</del> . <u>The</u>	<del>t is necessary</del> . <u>The</u>
Emergency work shall	Emergency work shall	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall
begin as soon as possible	begin as soon as possible	reserve the right to	reserve the right to	reserve the right to
in order not to impose	in order not to impose	<u>perform the</u>	perform the	perform the
unsafe conditions on its	unsafe conditions on its	modification/replacemen	modification/replacemen	modification/replacemen
surroundings. Should the	surroundings. Should the	<u>t in the event that the</u>	t in the event that the	t in the event that the
modification/replacemen	modification/replacemen	Owner Utility does not	Owner Utility does not	Owner Utility does not
t work be performed, the	t work be performed, the	meet the emergency	meet the emergency	meet the emergency
Owner Utility shall	Owner Utility shall	modification/replacemen	modification/replacemen	modification/replacemen
submit an invoice to the	submit an invoice to the	t performance time	t performance time	t performance time
Attaching Utility for the	Attaching Utility for the	<u>requirement.</u> Emergency	<u>requirement.</u> Emergency	requirement. Emergency
actual cost of work	actual cost of work	work shall begin as soon	work shall begin as soon	work shall begin as soon
performed within 30	performed within 30	as possible in order not	as possible in order not	as possible in order not
calendar days.	calendar days.	to impose unsafe	to impose unsafe	to impose unsafe
		conditions on its	conditions on its	conditions on its
		surroundings. Should the	surroundings. Should the	surroundings. Should the
		modification/replacemen	modification/replacemen	modification/replacemen
		t work be performed <del>, the</del>	t work be performed <del>, the</del>	t work be performed <del>, the</del>
		Owner Utility shall	Owner Utility shall	Owner Utility shall
		submit an invoice to the	submit an invoice to the	submit an invoice to the
		Attaching Utility by the	Attaching Utility by the	Attaching Utility by the
		Attaching Utility, the	Attaching Utility, the	Attaching Utility, the
		Attaching Utility shall	Attaching Utility shall	Attaching Utility shall
		submit an invoice to the	submit an invoice to the	submit an invoice to the
		Owner Utility for the	Owner Utility for the	Owner Utility for the
		actual cost of work	actual cost of work	actual cost of work
		performed within 30	performed within 30	performed within 30
		calendar days.	calendar days.	calendar days.
E. No provision of this	E. No provision of this	E. No provision of this	E. No provision of this	E. No provision of this
Agreement shall be	Agreement shall be	Agreement shall be	Agreement shall be	Agreement shall be
construed to require	construed to require	construed to require	construed to require	construed to require
Owner Utility to relocate	Owner Utility to relocate	Owner Utility to relocate	Owner Utility to relocate	Owner Utility to relocate
its Attachments or	its Attachments or	its Attachments or	its Attachments or	its Attachments or
modify/replace its Poles	modify/replace its Poles	modify/replace its Poles	modify/replace its Poles	modify/replace its Poles

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	for the benefit of				
	Attaching Utility,				
	provided, however, any				
	denial by Owner Utility				
	for modification of the				
	pole is based on non-				
	discriminatory standards				
	of general applicability.				
Х.	A. <u>Notice of</u>				
ABANDONMENT	Abandonment or				
OR REMOVAL OF	Removal of Utility				
<b>OWNER UTILITY'S</b>	Facilities. If Owner Utility				
FACILITIES	desires at any time to				
	abandon or remove any				
	of its Utility Poles or				
	other Facilities to which				
	Attaching Utility's				
	Facilities are attached, it				
	shall give Attaching				
	Utility notice in writing to				
	that effect at least sixty				
	(60) calendar days prior				
	to the date on which it				
	intends to abandon or				
	remove such Facilities.				
	Notice may be limited to				
	thirty (30) calendar days				
	if Owner Utility is				
	required to remove or				
	abandon its Utility				
	Facilities as the result of				
	the action of a third				
	party and the greater				
	notice period is not				
	practical. Such notice				
	shall indicate whether				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Owner Utility is offering	Owner Utility is offering			
Attaching Utility an	Attaching Utility an	Attaching Utility an	Attaching Utility an	Attaching Utility an
option to purchase the	option to purchase the			
Pole(s). If, following the	Pole(s). If, following the			
expiration of said notice	expiration of said notice			
period, Attaching Utility	period, Attaching Utility	period, Attaching Utility	period, Attaching Utility	period, Attaching Utility
has not yet removed	has not yet removed			
and/or transferred all of	and/or transferred all of			
its Facilities therefrom	its Facilities therefrom	its Facilities therefrom	its Facilities therefrom	its Facilities therefrom
and has not entered into	and has not entered into			
an agreement to	an agreement to	an agreement to	an agreement to	an agreement to
purchase the Owner	purchase the Owner	purchase the Owner	purchase the Owner	purchase the Owner
Utility's Poles or other	Utility's Poles or other			
Facilities pursuant to	Facilities pursuant to	Facilities pursuant to	Facilities pursuant to	Facilities pursuant to
Paragraph B of this	Paragraph B of this			
Article, Owner Utility	Article, Owner Utility	Article, Owner Utility	Article, Owner Utility	Article, Owner Utility
shall have the right,	shall have the right,			
subject to any applicable	subject to any applicable			
laws and regulations, to	laws and regulations, to			
have Attaching Utility's	have Attaching Utility's	have Attaching Utility's	have Attaching Utility's	have Attaching Utility's
Facilities removed	Facilities removed	Facilities removed	Facilities removed	Facilities removed
and/or transferred from	and/or transferred from	and/or transferred from	and/or transferred from	and/or transferred from
the Pole, and where	the Pole, and where	the Pole, and where	the Pole <del>, and where</del>	the Pole <del>, and where</del>
possible to another Joint	possible to another Joint	possible to another Joint	<del>possible to another Joint</del>	<del>possible to another Joint</del>
Use Pole, at Attaching	Use Pole, at Attaching	Use Pole, at Attaching	<del>Use Pole,</del> at Attaching	<del>Use Pole,</del> at Attaching
 Utility's expense.	Utility's expense.	Utility's expense.	Utility's expense.	Utility's expense.
B. Option to Purchase	B. Option to Purchase			
Abandoned Poles. Should	Abandoned Poles. Should	Abandoned Poles. Should	Abandoned Poles. Should	Abandoned Poles. Should
Owner Utility desire to	Owner Utility desire to			
abandon any Pole,	abandon any Pole,	abandon any Pole,	abandon any Pole,	abandon any Pole,
Owner Utility, in its sole	Owner Utility, in its sole			
discretion, may grant	discretion, may grant	discretion, may grant	discretion, may grant	discretion, may grant
Attaching Utility the	Attaching Utility the	Attaching Utility the	Attaching Utility the	Attaching Utility the
option of purchasing	option of purchasing	option of purchasing	option of purchasing	option of purchasing
such Pole at a rate	such Pole at a rate	such Pole	such Pole at a rate	such Pole at a rate
negotiated with Owner	negotiated with Owner		negotiated with Owner	negotiated with Owner

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Utility. Attaching Utility	Utility. Attaching Utility	at a rate negotiated with	Utility. Attaching Utility	Utility. Attaching Utility
must notify Owner Utility	must notify Owner Utility	Owner Utility. Attaching	must notify Owner Utility	must notify Owner Utility
in writing within thirty	in writing within thirty	Utility must notify Owner	in writing within thirty	in writing within thirty
(30) calendar days of the	(30) calendar days of the	Utility in writing within	(30) calendar days of the	(30) calendar days of the
date of Owner Utility's	date of Owner Utility's	thirty (30) calendar days	date of Owner Utility's	date of Owner Utility's
notice of abandonment	notice of abandonment	of the date of Owner	notice of abandonment	notice of abandonment
that Attaching Utility	that Attaching Utility	Utility's notice of	that Attaching Utility	that Attaching Utility
desires to purchase the	desires to purchase the	abandonment that	desires to purchase the	desires to purchase the
abandoned Pole.	abandoned Pole.	Attaching Utility desires	abandoned Pole.	abandoned Pole.
Thereafter, Attaching	Thereafter, Attaching	to purchase the	Thereafter, Attaching	Thereafter, Attaching
Utility must also secure	Utility must also secure	abandoned Pole.	Utility must also secure	Utility must also secure
and deliver proof of all	and deliver proof of all	Thereafter, Attaching	and deliver proof of all	and deliver proof of all
necessary governmental	necessary governmental	Utility must also secure	necessary governmental	necessary governmental
approvals and easements	approvals and easements	and deliver proof of all	approvals and easements	approvals and easements
allowing Attaching Utility	allowing Attaching Utility	necessary governmental	allowing Attaching Utility	allowing Attaching Utility
to independently own	to independently own	approvals and easements	to independently own	to independently own
and access the Pole	and access the Pole	allowing Attaching Utility	and access the Pole	and access the Pole
within sixty (60) calendar	within sixty (60) calendar	to independently own	within sixty (60) calendar	within sixty (60) calendar
days. Should Attaching	days. Should Attaching	and access the Pole	days. Should Attaching	days. Should Attaching
Utility fail to secure the	Utility fail to secure the	within sixty (60) calendar	Utility fail to secure the	Utility fail to secure the
necessary governmental	necessary governmental	days. Should Attaching	necessary governmental	necessary governmental
approvals, or should	approvals, or should	Utility fail to secure the	approvals, or should	approvals, or should
Owner Utility and	Owner Utility and	necessary governmental	Owner Utility and	Owner Utility and
Attaching Utility fail to	Attaching Utility fail to	approvals, or should	Attaching Utility fail to	Attaching Utility fail to
enter into an agreement	enter into an agreement	Owner Utility and	enter into an agreement	enter into an agreement
for Attaching Utility to	for Attaching Utility to	Attaching Utility fail to	for Attaching Utility to	for Attaching Utility to
purchase the Pole prior	purchase the Pole prior	enter into an agreement	purchase the Pole prior	purchase the Pole prior
to the end of the sixty	to the end of the sixty	for Attaching Utility to	to the end of the sixty	to the end of the sixty
(60) calendar days,	(60) calendar days,	purchase the Pole prior	(60) calendar days,	(60) calendar days,
Attaching Utility must	Attaching Utility must	to the end of the sixty	Attaching Utility must	Attaching Utility must
remove its Attachments	remove its Attachments	(60) calendar days,	remove its Attachments	remove its Attachments
as required under	as required under	Attaching Utility must	as required under	as required under
Paragraph A of this	Paragraph A of this	remove its Attachments	Paragraph A of this	Paragraph A of this
Article X.	Article X.	as required under	Article X.	Article X.
		Paragraph A of this		
		Article X.		

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
XI. REMOVAL OF	Removal on	<u>Removal on</u>	<u>Removal on</u>	<u>Removal on</u>	<u>Removal on</u>
ATTACHING	Expiration/Termination.	Expiration/Termination.	Expiration/Termination.	Expiration/Termination.	Expiration/Termination.
UTILITY'S	At the expiration or				
FACILITIES	other termination of this				
	Joint Use Agreement or				
	individual Permit(s),				
	Attaching Utility shall				
	remove its Facilities from				
	the affected Poles at its				
	own expense. If				
	Attaching Utility fails to				
	remove such facilities				
	within sixty (60) calendar				
	days of expiration or				
	termination or some				
	greater period as				
	allowed by Owner Utility,				
	Owner Utility shall have				
	the right to have such				
	facilities removed at				
	Attaching Utility's				
	expense.	expense.	expense.	expense.	expense.
XII.	A. Automatic	A. <u>Automatic</u>	A. Automatic	A. Automatic	A. Automatic
TERMINATION	Termination of Permit.				
OF PERMIT	Any Permit issued				
	pursuant to this				
	Agreement shall				
	automatically terminate				
	when Attaching Utility				
	ceases to have authority				
	to construct and operate				
	its Facilities on public or				
	private property at the				
	location of the particular				
	Pole(s) covered by the				
	Permit.	Permit.	Permit.	Permit.	Permit.

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	B. <u>Surrender of Permit</u> .	B. <u>Surrender of Permit</u> .	B. <u>Surrender of Permit</u> .	B. <u>Surrender of Permit</u> .	B. <u>Surrender of Permit</u> .
	Attaching Utility may at	Attaching Utility may at	Attaching Utility may at	Attaching Utility may at	Attaching Utility may at
	any time surrender any	any time surrender any	any time surrender any	any time surrender any	any time surrender any
	Permit for Attachment	Permit for Attachment	Permit for Attachment	Permit for Attachment	Permit for Attachment
	and remove its Facilities	and remove its Facilities	and remove its Facilities	and remove its Facilities	and remove its Facilities
	from the affected	from the affected	from the affected	from the affected	from the affected
	Pole(s), provided,	Pole(s), provided,	Pole(s), provided,	Pole(s), provided,	Pole(s), provided,
	however, that before	however, that before	however, that before	however, that before	however, that before
	commencing any such	commencing any such	commencing any such	commencing any such	commencing any such
	removal Attaching Utility	removal Attaching Utility	removal Attaching Utility	removal Attaching Utility	removal Attaching Utility
	must provide Owner	must provide Owner	must provide Owner	must provide Owner	must provide Owner
	Utility with notice prior	Utility with notice prior	Utility with notice prior	Utility with notice prior	Utility with notice prior
	to removal.	to removal.	to removal.	to removal.	to removal.
	C. <u>Expiry of Permit</u> . Any	C. <u>Expiry of Permit</u> . Any	N/A	N/A	N/A
	Permit issued pursuant	Permit issued pursuant			
	to this Agreement shall	to this Agreement shall			
	automatically expire	automatically expire			
	after two hundred (200)	after two hundred (200)			
	calendar days from the	calendar days from the			
	date of issuance if the	date of issuance if the			
	Attaching Utility fails to	Attaching Utility fails to			
	make an Attachment	make an Attachment			
	unless the Attaching	unless the Attaching			
	Utility is unable to	Utility is unable to			
	exercise its access rights	exercise its access rights			
	due to circumstances	due to circumstances			
	that are beyond its	that are beyond its			
	control and has provided	control and has provided			
	such written notification	such written notification			
	to the Owner Utility	to the Owner Utility			
	before the expiration	before the expiration			
	occurs.	occurs.			
XIII. INSPECTION	A. Inspection. Owner	A. Inspection. Owner	A. Inspection. Owner	A. Inspection. Owner	A. Inspection. Owner
OF ATTACHING	Utility shall have the	Utility shall have the	Utility shall have the	Utility shall have the	Utility shall have the
UTILITY'S	right at any time to make	right at any time to make	right at any time to make	right at any time to make	right at any time to make
FACILITIES	periodic inspections of	periodic inspections of	periodic inspections of	periodic inspections of	periodic inspections of

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
Facilities, utilising its	Facilities, utilising its	Facilities, utilising its	Facilities, utilising its	Facilities, utilising its
employees and/or	employees and/or	employees and/or	employees and/or	employees and/or
contractors at the sole	contractors at the sole	contractors at the sole	contractors at the sole	contractors at the sole
expense of Owner Utility,	expense of Owner Utility,	expense of Owner Utility,	expense of Owner Utility,	expense of Owner Utility,
unless prior agreement	unless prior agreement	unless prior agreement	unless prior agreement	unless prior agreement
has been reached	has been reached	has been reached	has been reached	has been reached
between Owner Utility,	between Owner Utility,	between Owner Utility,	between Owner Utility,	between Owner Utility,
Attaching Utility and any	Attaching Utility and any	Attaching Utility and any	Attaching Utility and any	Attaching Utility and any
third parties attached to	third parties attached to	third parties attached to	third parties attached to	third parties attached to
Owner Utility's Poles.	Owner Utility's Poles.	Owner Utility's Poles.	Owner Utility's Poles.	Owner Utility's Poles.
B. Notice. Owner Utility	B. <u>Notice</u> . Owner Utility	B. <u>Notice</u> . Owner Utility	B. Notice. Owner Utility	B. <u>Notice</u> . Owner Utility
will give Attaching Utility	will give Attaching Utility	will give Attaching Utility	will give Attaching Utility	will give Attaching Utility
reasonable advance	reasonable advance	reasonable advance	reasonable advance	reasonable advance
written notice of such	written notice of such	written notice of such	written notice of such	written notice of such
inspections, except in	inspections, except in	inspections, and in any	inspections, except in	inspections, except in
those instances where	those instances where	event, no less than forty-	those instances where	those instances where
safety considerations	safety considerations	eight (48) hours' notice	safety considerations	safety considerations
justify the need for such	justify the need for such	except in those instances	justify the need for such	justify the need for such
inspection without the	inspection without the	where safety	inspection without the	inspection without the
delay of waiting until	delay of waiting until	considerations justify the	delay of waiting until	delay of waiting until
written notice has been	written notice has been	need for such inspection	written notice has been	written notice has been
received.	received.	without the delay of	received.	received.
		waiting until written		
		notice has been		
		received.		
C. <u>Duty of Full</u>	C. <u>Duty of Full</u>	C. <u>Duty of Full</u>	C. <u>Duty of Full</u>	C. <u>Duty of Full</u>
Compliance. Attaching	Compliance. Attaching	Compliance. Save and	Compliance. Attaching	Compliance. Attaching
Utility agrees to bring its	Utility agrees to bring its	except for Attachments	Utility agrees to bring its	Utility agrees to bring its
Attachments into full	Attachments into full	which are the subject of	Attachments into full	Attachments into full
compliance with this	compliance with this	<u>a separate agreement,</u>	compliance with this	compliance with this
Agreement within thirty	Agreement within thirty	letter, memorandum of	Agreement within thirty	Agreement within thirty
(30) calendar days of	(30) calendar days of	understanding or any	(30) calendar days of	(30) calendar days of
receipt of written notice	receipt of written notice	separate document	receipt of written notice	receipt of written notice
in the event that any	in the event that any	between the parties,	in the event that any	in the event that any
inspection results in a	inspection results in a	Attaching Utility agrees	inspection results in a	inspection results in a

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
finding by Owner Utility	finding by Owner Utility	to use all reasonable	finding by Owner Utility	finding by Owner Utility
that Attaching Utility is	that Attaching Utility is	endeavours to bring its	that Attaching Utility is	that Attaching Utility is
not in compliance with	not in compliance with	Attachments into full	not in compliance with	not in compliance with
this Agreement.	this Agreement.	compliance with this	this Agreement.	this Agreement.
Attaching Utility shall be	Attaching Utility shall be	Agreement within thirty	Attaching Utility shall be	Attaching Utility shall be
responsible for the costs	responsible for the costs	(30) calendar days of	responsible for the costs	responsible for the costs
of bringing its	of bringing its	receipt of written notice	of bringing its	of bringing its
Attachments into	Attachments into	in the event that any	Attachments into	Attachments into
compliance unless it can	compliance unless it can	inspection results in a	compliance unless it can	compliance unless it can
demonstrate that the	demonstrate that the	finding by Owner Utility	demonstrate that the	demonstrate that the
non-compliance is the	non-compliance is the	that Attaching Utility is	non-compliance is the	non-compliance is the
result of the Owner	result of the Owner	not in compliance with	result of the Owner	result of the Owner
Utility or a third-party	Utility or a third-party	this Agreement. <u>In no</u>	Utility or a third-party	Utility or a third-party
attaching entity and not	attaching entity and not	circumstance shall the	attaching entity and not	attaching entity and not
the result of the	the result of the	time take for such	the result of the	the result of the
Attaching Utility's	Attaching Utility's	compliance exeeed one	Attaching Utility's	Attaching Utility's
actions.	actions.	hundred and eighty (180)	actions.	actions.
		<u>calendar days.</u> Attaching		
		Utility shall be		
		responsible for the costs		
		of bringing its		
		Attachments into		
		compliance unless it can		
		demonstrate that the		
		non-compliance is the		
		result of the Owner		
		Utility or a third-party		
		attaching entity and not		
		the result of the		
		Attaching Utility's		
		actions.		
D. <u>No Liability</u> . The	D. <u>No Liability</u> . The	D. <u>No Liability</u> . The	D. <u>No Liability</u> . The	D. <u>No Liability</u> . The
making of any	making of any	making of any	making of any	making of any
inspections under this	inspections under this	inspections under this	inspections under this	inspections under this
Article XIII, or the failure	Article XIII, or the failure	Article XIII, or the failure	Article XIII, or the failure	Article XIII, or the failure
to do so, shall not	to do so, shall not	to do so, shall not	to do so, shall not	to do so, shall not

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	operate to impose upon	operate to impose upon	operate to impose upon	operate to impose upon	operate to impose upon
	Owner Utility any liability	Owner Utility any liability	Owner Utility any liability	Owner Utility any liability	Owner Utility any liability
	of any kind whatsoever	of any kind whatsoever	of any kind whatsoever	of any kind whatsoever	of any kind whatsoever
	or relieve Attaching	or relieve Attaching	or relieve Attaching	or relieve Attaching	or relieve Attaching
	Utility of any	Utility of any	Utility of any	Utility of any	Utility of any
	responsibility,	responsibility,	responsibility,	responsibility,	responsibility,
	obligations or liability	obligations or liability	obligations or liability	obligations or liability	obligations or liability
	whether assumed under	whether assumed under	whether assumed under	whether assumed under	whether assumed under
	this Agreement or	this Agreement or	this Agreement or	this Agreement or	this Agreement or
	otherwise existing.	otherwise existing.	otherwise existing.	otherwise existing.	otherwise existing.
XIV.	A. Penalty Fee. If any of	A. <u>Penalty Fee</u> . If any of	A. <u>Penalty Fee</u> . If <u>after</u>	A. <u>Penalty Fee</u> . If <u>after</u>	A. <u>Penalty Fee</u> . If <u>after</u>
UNAUTHORISED	Attaching Utility's	Attaching Utility's	the initial joint inventory	the initial joint inventory	the initial joint inventory
OCCUPANCY OR	Attachments are found	Attachments are found	any of Attaching Utility's	any of Attaching Utility's	any of Attaching Utility's
ACCESS	occupying any Pole for	occupying any Pole for	Attachments are found	Attachments are found	Attachments are found
	which no Permit has	which no Permit has	occupying any Pole for	occupying any Pole for	occupying any Pole for
	been issued, Owner	been issued, Owner	which no Permit has	which no Permit has	which no Permit has
	Utility, without prejudice	Utility, without prejudice	been issued, Owner	been issued, Owner	been issued, Owner
	to its other rights or	to its other rights or	Utility, without prejudice	Utility, without prejudice	Utility, without prejudice
	remedies under this	remedies under this	to its other rights or	to its other rights or	to its other rights or
	Agreement, may assess	Agreement, may assess	remedies under this	remedies under this	remedies under this
	an Unauthorised	an Unauthorised	Agreement, may assess	Agreement, may assess	Agreement, may assess
	Attachment Penalty Fee	Attachment Penalty Fee	an Unauthorised	an Unauthorised	an Unauthorised
	as specified in Appendix	as specified in Appendix	Attachment Penalty Fee	Attachment Penalty Fee	Attachment Penalty Fee
	A, Item 2. In the event	A, Item 2. In the event	as specified in Appendix	as specified in Appendix	as specified in Appendix
	Attaching Utility fails to	Attaching Utility fails to	A, Item 2. In the event	A, Item 2. In the event	A, Item 2. In the event
	pay such Fee within (60)	pay such Fee within (60)	Attaching Utility fails to	Attaching Utility fails to	Attaching Utility fails to
	sixty calendar days of	sixty calendar days of	pay such Fee within (60)	pay such Fee within (60)	pay such Fee within (60)
	receiving notification	receiving notification	sixty calendar days of	sixty calendar days of	sixty calendar days of
	thereof, Owner Utility	thereof, Owner Utility	receiving notification	receiving notification	receiving notification
	has the right to remove	has the right to remove	thereof, Owner Utility	thereof, Owner Utility	thereof, Owner Utility
	such Facilities at	such Facilities at	has the right to remove	has the right to remove	has the right to remove
	Attaching Utility's	Attaching Utility's	such Facilities at	such Facilities at	such Facilities at
	expense.	expense.	Attaching Utility's	Attaching Utility's	Attaching Utility's
			expense.	expense.	expense.
	B. Service Drop	B. Service Drop	B. Service Drop	B. Service Drop	B. Service Drop
	Exclusion. Service Drops	Exclusion. Service Drops	Exclusion. Service Drops	Exclusion. Service Drops	Exclusion. Service Drops

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
on Owner Utility's Poles	on Owner Utility's Poles	on Owner Utility's Poles	on Owner Utility's Poles	on Owner Utility's Poles
will not be considered	will not be considered	will not be considered	will not be considered	will not be considered
Unauthorised	Unauthorised	Unauthorised	Unauthorised	Unauthorised
Attachments when	Attachments when	Attachments when	Attachments when	Attachments when
discovered. Owner Utility	discovered. Owner Utility	discovered. Owner Utility	discovered. Owner Utility	discovered. Owner Utility
will, however, expect	will, however, expect	will, however, expect	will, however, expect	will, however, expect
Attaching Utility to apply	Attaching Utility to apply	Attaching Utility to apply	Attaching Utility to apply	Attaching Utility to apply
to and receive from	to and receive from	to and receive from	to and receive from	to and receive from
Owner Utility	Owner Utility	Owner Utility	Owner Utility	Owner Utility
appropriate Permits to	appropriate Permits to	appropriate Permits to	appropriate Permits to	appropriate Permits to
document these Service	document these Service	document these Service	document these Service	document these Service
Drops.	Drops.	Drops.	Drops.	Drops.
C. No Ratification of	C. No Ratification of	C. No Ratification of	C. No Ratification of	C. No Ratification of
<u>Unlicensed Use</u> . No act	<u>Unlicensed Use</u> . No act	<u>Unlicensed Use</u> . No act	Unlicensed Use. No act	<u>Unlicensed Use</u> . No act
or failure to act by	or failure to act by	or failure to act by	or failure to act by	or failure to act by
Owner Utility with regard	Owner Utility with regard	Owner Utility with regard	Owner Utility with regard	Owner Utility with regard
to said unlicensed use	to said unlicensed use	to said unlicensed use	to said unlicensed use	to said unlicensed use
shall be deemed as	shall be deemed as	shall be deemed as	shall be deemed as	shall be deemed as
ratification of the	ratification of the	ratification of the	ratification of the	ratification of the
unlicensed use and if any	unlicensed use and if any	unlicensed use and if any	unlicensed use and if any	unlicensed use and if any
Permit should be	Permit should be	Permit should be	Permit should be	Permit should be
subsequently issued,	subsequently issued,	subsequently issued,	subsequently issued,	subsequently issued,
such Permit shall not	such Permit shall not	such Permit shall not	such Permit shall not	such Permit shall not
operate retroactively or	operate retroactively or	operate retroactively or	operate retroactively or	operate retroactively or
constitute a waiver by	constitute a waiver by	constitute a waiver by	constitute a waiver by	constitute a waiver by
Owner Utility of any of	Owner Utility of any of	Owner Utility of any of	Owner Utility of any of	Owner Utility of any of
its rights or privileges	its rights or privileges	its rights or privileges	its rights or privileges	its rights or privileges
under this Agreement or	under this Agreement or	under this Agreement or	under this Agreement or	under this Agreement or
otherwise; provided,	otherwise; provided,	otherwise; provided,	otherwise; provided,	otherwise; provided,
however, that Attaching	however, that Attaching	however, that Attaching	however, that Attaching	however, that Attaching
Utility shall be subject to	Utility shall be subject to	Utility shall be subject to	Utility shall be subject to	Utility shall be subject to
all liabilities, obligations	all liabilities, obligations	all liabilities, obligations	all liabilities, obligations	all liabilities, obligations
and responsibilities of	and responsibilities of	and responsibilities of	and responsibilities of	and responsibilities of
this Agreement in	this Agreement in	this Agreement in	this Agreement in	this Agreement in
regards to said	regards to said	regards to said	regards to said	regards to said

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	unauthorised use from				
	its inception.				
XV. LIABILITY	A. <u>Liability</u> . Owner Utility				
AND	reserves to itself the				
INDEMNIFICATIO	right to maintain and				
Ν	operate its Poles in such				
	manner as will best				
	enable it to fulfill its				
	service requirements.				
	Attaching Utility agrees				
	to use Owner Utility's				
	Poles at Attaching				
	Utility's sole risk.				
	Notwithstanding the				
	foregoing, Owner Utility				
	shall exercise all				
	reasonable precaution to				
	avoid damaging				
	Attaching Utility's				
	Facilities and shall report				
	to Attaching Utility the				
	occurrence of any such				
	damage caused by its				
	employees, agents or				
	contractors. Subject to				
	Article XVI, Paragraph E,				
	Owner Utility agrees to				
	indemnify Attaching				
	Utility for all reasonable				
	costs incurred by				
	Attaching Utility for the				
	physical repair of such				
	facilities damaged by the				
	negligence or willful				
	misconduct of Owner				
	Utility. Neither party	Utility. Neither party	Utility. Neither party	Utility. <del>Neither party</del>	Utility. <del>Neither party</del>

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
assumes liability to the	assumes liability to the	assumes liability to the	assumes liability to the	assumes liability to the
other party for loss of	other party for loss of	other party for loss of	other party for loss of	other party for loss of
use, consequential or	use, consequential or	use, consequential or	use, consequential or	use, consequential or
indirect damages or loss	indirect damages or loss	indirect damages or loss	indirect damages or loss	indirect damages or loss
of profits. Owner Utility's	of profits. Owner Utility's	of profits. Owner Utility's	of profits. Owner Utility's	of profits. Owner Utility's
Liability under this article	Liability under this article	Liability under this article	Liability under this article	Liability under this article
shall be limited to US\$1	shall be limited to US\$1	shall be limited to <del>US\$1</del>	shall be limited to US\$1	shall be limited to US\$1
Million.	Million.	<u>US\$10</u> Million.	Million.	Million.
B. Indemnification.	B. Indemnification.	B. Indemnification.	B. Indemnification.	B. Indemnification.
Attaching Utility, and any	Attaching Utility, and any	Attaching Utility, and any	Attaching Utility, and any	Attaching Utility <del>, and any</del>
agent, contractor or	agent, contractor or	agent, contractor or	agent, contractor or	agent, contractor or
subcontractor of	subcontractor of	subcontractor of	subcontractor of	subcontractor of
Attaching Utility, shall	Attaching Utility, shall	Attaching Utility, shall	Attaching Utility, shall	Attaching Utility, shall
defend, indemnify and	defend, indemnify and	defend, indemnify and	defend, indemnify and	defend, indemnify and
hold harmless Owner	hold harmless Owner	hold harmless Owner	hold harmless Owner	hold harmless Owner
Utility and Electric Utility,	Utility and Electric Utility,	Utility and Electric Utility,	Utility and Electric Utility,	Utility and Electric Utility,
where relevant, and their	where relevant, and their	where relevant, and their	where relevant, and their	where relevant, and their
respective officials,	respective officials,	respective officials,	respective officials,	respective its officials,
officers, directors,	officers, directors,	officers, directors,	officers, directors,	officers, directors,
representatives,	representatives,	representatives,	representatives,	representatives,
employees, agents, and	employees, agents, and	employees, agents, and	employees, agents, and	employees, agents, and
contractors, against any	contractors, against any	contractors, against any	contractors, against any	contractors, against any
and all liability, costs,	and all liability, costs,	and all liability, costs,	and all liability, costs,	and all liability, costs,
damages, fines, taxes,	damages, fines, taxes,	damages, fines, taxes,	damages, fines, taxes,	damages, fines, taxes,
special charges by	special charges by	special charges by	special charges by	special charges by
others, penalties,	others, penalties,	others, penalties,	others, penalties,	others, penalties,
payments (including	payments (including	payments (including	payments (including	payments (including
payments made by	payments made by	payments made by	payments made by	payments made by
Owner Utility or Electric	Owner Utility or Electric	Owner Utility or Electric	Owner Utility or Electric	Owner Utility <del>or Electric</del>
Utility under any plan for	Utility under any plan for	Utility under any plan for	Utility under any plan for	Utility under any plan for
employees' disability and	employees' disability and	employees' disability and	employees' disability and	employees' disability and
death benefits), and	death benefits), and	death benefits), and	death benefits), and	death benefits), and
expenses (including	expenses (including	expenses (including	expenses (including	expenses (including
reasonable attorney fees	reasonable attorney fees	reasonable attorney fees	reasonable attorney fees	reasonable attorney fees
of Owner Utility or	of Owner Utility or	of Owner Utility or	of Owner Utility or	of Owner Utility <del>or</del>
Electric Utility and all	Electric Utility and all	Electric Utility and all	Electric Utility and all	Electric Utility and all
				Lieune ouncy and an

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	ther costs and expenses	other costs and expenses	other costs and expenses	other costs and expenses	other costs and expenses
	f litigation) ("Covered	of litigation) ("Covered	of litigation) (" <b>Covered</b>	of litigation) (" <b>Covered</b>	of litigation) ("Covered
C	laims") arising in any	Claims") arising in any	Claims") arising <del>in any</del>	Claims") arising in any	Claims") arising in any
	vay, including any act,	way, including any act,	way, including any act,	way, including any act,	way, including any act,
O	mission, failure,	omission, failure,	omission, failure,	omission, failure,	omission, failure,
n	egligence or willful	negligence or willful	negligence or willful	negligence or willful	negligence or willful
m	nisconduct, in	misconduct, in	<del>misconduct, in</del>	misconduct, in	misconduct, in
	onnection with the	connection with the	connection with the	connection with the	connection with the
CC	onstruction,	construction,	<del>construction,</del>	construction,	construction,
m	naintenance, repair,	maintenance, repair,	maintenance, repair,	maintenance, repair,	maintenance, repair,
pr	resence, use,	presence, use,	<del>presence, use,</del>	presence, use,	presence, use,
re	elocation, transfer,	relocation, transfer,	relocation, transfer,	relocation, transfer,	relocation, transfer,
re	emoval or operation by	removal or operation by	removal or operation by	removal or operation by	removal or operation by
A	ttaching Utility, or by	Attaching Utility, or by	Attaching Utility, or by	Attaching Utility, or by	Attaching Utility <u>or a</u>
A	ttaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	<u>Sub-Licensee</u> , or by
Of	fficers, directors,	officers, directors,	officers, directors,	officers, directors,	Attaching Utility's <u>or a</u>
	mployees, agents, and	employees, agents, and	employees, agents, and	employees, agents, and	Sub-Licensee's officers,
	ontractors, of Attaching	contractors, of Attaching	contractors, of Attaching	contractors, of Attaching	directors, employees,
U	Itility's Facilities or	Utility's Facilities or	Utility's Facilities or	Utility's Facilities or	agents, and contractors,
a	rising out of the breach	arising out of the breach	arising out of the breach	arising out of the breach	of Attaching Utility's
b	y the Attaching Utility	by the Attaching Utility	<del>by the Attaching Utility</del>	by the Attaching Utility	Facilities or a Sub-
Of	f any of its obligations	of any of its obligations	of any of its obligations	of any of its obligations	Licensee's Facilities or
	ereunder, except to the	hereunder, except to the	<del>hereunder<u>,</u> out of</del>	hereunder, except to the	arising out of the breach
	xtent of Owner Utility's	extent of Owner Utility's	Attaching Utility's	extent of Owner Utility's	by the Attaching Utility
O	r Electric Utility's	or Electric Utility's	negligence or wilful	or Electric Utility's	of any of its obligations
n	egligence or wilful	negligence or wilful	misconduct or breach of	negligence or wilful	hereunder, except to the
	nisconduct giving rise to	misconduct giving rise to	<u>contract,</u> except to the	misconduct giving rise to	extent of Owner Utility's
SU	uch Covered Claims.	such Covered Claims.	extent of Owner Utility's	such Covered Claims.	<del>or Electric Utility's</del>
S	uch Covered Claims	Such Covered Claims	or Electric Utility's	Such Covered Claims	negligence or wilful
in	nclude, but are not	include, but are not	negligence or wilful	include, but are not	misconduct giving rise to
lir	mited to, the following:	limited to, the following:	misconduct <u>or breach of</u>	limited to, the following:	such Covered Claims.
			<u>contract</u> giving rise to		Such Covered Claims
			such Covered Claims.		include, but are not
			Such Covered Claims		limited to, the following:
			include, but are not		
			limited to, the following:		

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
1. Intellectual property				
infringement, libel and				
slander, trespass,				
unauthorised use of				
television or radio				
broadcast programs and				
other program material,				
and infringement of				
patents;	patents;	patents;	patents;	patents;
2. Cost of work				
performed by Owner				
Utility or Electric Utility	Utility <del>or Electric Utility</del>			
that was necessitated by				
Attaching Utility's failure,				
or the failure of				
Attaching Utility's				
officers, directors,				
employees, agents, or				
contractors, to install,				
maintain, present, use,				
transfer or remove				
Attaching Utility's				
Facilities in accordance				
with the requirements				
and specifications of this				
Agreement, or from any				
other work this				
Agreement authorises				
Owner Utility to perform				
on Attaching Utility's				
behalf;	behalf;	behalf;	behalf;	behalf;
3. Damage to property,				
injury to or death of any				
person arising out of the				
performance or non-				
performance of any work				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
or obligation undertaken	or obligation undertaken	or obligation undertaken	or obligation undertaken	or obligation undertaken
by Attaching Utility, or	by Attaching Utility, or	by Attaching Utility, or	by Attaching Utility, or	by Attaching Utility, or
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
officers, directors,	officers, directors,	officers, directors,	officers, directors,	officers, directors,
employees, agents, and	employees, agents, and	employees, agents, and	employees, agents, and	employees, agents, and
contractors, pursuant to	contractors, pursuant to	contractors, pursuant to	contractors, pursuant to	contractors, pursuant to
 this Agreement; and	this Agreement; and	this Agreement; and	this Agreement; and	this Agreement; and
4. Liabilities incurred as a	4. Liabilities incurred as a	4. Liabilities incurred as a	4. Liabilities incurred as a	4. Liabilities incurred as a
result of Attaching	result of Attaching	result of Attaching	result of Attaching	result of Attaching
Utility's violation, or a	Utility's violation, or a	Utility's violation, or a	Utility's violation, or a	Utility's violation, or a
violation by Attaching	violation by Attaching	violation by Attaching	violation by Attaching	violation by Attaching
Utility's officers,	Utility's officers,	Utility's officers,	Utility's officers,	Utility's officers,
directors, employees,	directors, employees,	directors, employees,	directors, employees,	directors, employees,
agents, and contractors,	agents, and contractors,	agents, and contractors,	agents, and contractors,	agents, and contractors,
of any law, rule, or	of any law, rule, or	of any law, rule, or	of any law, rule, or	of any law, rule, or
regulation of the Cayman	regulation of the Cayman	regulation of the Cayman	regulation of the Cayman	regulation of the Cayman
Islands Government or	Islands Government or	Islands Government or	Islands Government or	Islands Government or
any other governmental	any other governmental	any other governmental	any other governmental	any other governmental
entity or administrative	entity or administrative	entity or administrative	entity or administrative	entity or administrative
agency, whether such	agency, whether such	agency <del>, whether such</del>	agency, whether such	agency, whether such
violation is the result of a	violation is the result of a	violation is the result of a	violation is the result of a	violation is the result of a
violation of the statute	violation of the statute	violation of the statute	violation of the statute	violation of the statute
by Owner Utility or	by Owner Utility or	<del>by Owner Utility or</del>	by Owner Utility or	by Owner Utility or
Attaching Utility solely or	Attaching Utility solely or	Attaching Utility solely or	Attaching Utility solely or	Attaching Utility solely or
any joint violation	any joint violation	any joint violation	any joint violation	any joint violation
thereof.	thereof.	thereof.	thereof.	thereof.
C. Procedure for	C. Procedure for	C. Procedure for	C. Procedure for	C. Procedure for
Indemnification.	Indemnification.	Indemnification.	Indemnification.	Indemnification.
1. Owner Utility or	1. Owner Utility or	1. Owner Utility or	1. Owner Utility or	1. Owner Utility <del>or</del>
Electric Utility, as the	Electric Utility, as the	Electric Utility, as the	Electric Utility, as the	Electric Utility, as the
case may be, shall give	case may be, shall give	case may be, shall give	case may be, shall give	<del>case may be,</del> shall give
notice promptly to the	notice promptly to the	notice promptly to the	notice promptly to the	notice promptly to the
Attaching Utility of any	Attaching Utility of any	Attaching Utility of any	Attaching Utility of any	Attaching Utility of any
claim or threatened	claim or threatened	claim or threatened	claim or threatened	claim or threatened
claim, specifying the	claim, specifying the	claim, specifying the	claim, specifying the	claim, specifying the
factual basis for such	factual basis for such	factual basis for such	factual basis for such	factual basis for such

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
claim and the amount of				
the claim. If the claim				
relates to an action, suit				
or proceeding filed by a				
third party against				
Owner Utility or Electric	Owner Utility <del>or Electric</del>			
Utility, the notice shall				
be given to Attaching				
Utility by Owner Utility				
or Electric Utility, as the				
case may be, no later	<del>case may be,</del> no later			
than ten (10) calendar				
days after written notice				
of the action, suit or				
proceeding was received				
by Owner Utility or	by Owner Utility <del>-or</del>			
Electric Utility.				
2. Failure to give in a				
timely manner the				
required notice will not				
relieve the Attaching				
Utility from its obligation				
to indemnify the Owner				
Utility or Electric Utility	Utility <del>or Electric Utility</del>			
unless the Attaching				
Utility is materially				
prejudiced by such				
 failure.	failure.	failure.	failure.	failure.
3. The Attaching Utility				
will have the right at any				
time, by notice to the				
Owner Utility or Electric	Owner Utility <del>or Electric</del>			
Utility, as the case may				
be, to participate in or	<del>be</del> , to participate in or			
assume control of the				
defense of the claim with				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
counsel of its choice,				
which counsel must be				
reasonably acceptable to				
the Owner Utility or	the Owner Utility <del>or</del>			
Electric Utility, as the				
case may be. The Owner	<del>case may be</del> . The Owner			
Utility and Electric Utility	Utility <del>and Electric Utility</del>			
both agree to cooperate	<del>both agree</del> <u>agrees</u> to			
fully with the Attaching	cooperate fully with the			
Utility. If the Attaching	Attaching Utility. If the			
Utility so assumes	Utility so assumes	Utility so assumes	Utility so assumes	Attaching Utility so
control of the defense of	assumes control of the			
any third-party claim, the	defense of any third-			
Owner Utility or Electric	party claim, the Owner			
Utility shall have the	Utility <del>or Electric Utility</del>			
right to participate in the	shall have the right to			
defense at its own	participate in the			
expense. If the Attaching	defense at its own			
Utility does not so	expense. If the Attaching			
assume control or	assume control or	assume control or	assume control or	Utility does not so
otherwise participate in	otherwise participate in	otherwise participate in	otherwise participate in	assume control or
the defense of any third-	otherwise participate in			
party claim, it shall be	the defense of any third-			
bound by the results	party claim, it shall be			
obtained by the Owner	bound by the results			
Utility or Electric Utility,	obtained by the Owner			
as the case may be, with	Utility <del>or Electric Utility,</del>			
respect to the claim.	<del>as the case may be,</del> with			
				respect to the claim.
4. If the Attaching Utility				
assumes the defense of a				
third-party claim as				
described above, then in				
no event will the Owner				
Utility or the Electric	Utility <del>or the Electric</del>			
Utility, as the case may				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
be, admit any liability	<del>be,</del> admit any liability			
with respect to, or settle,				
compromise or				
discharge, any third				
party claim without the				
Attaching Utility's prior				
written consent, and the				
Owner Utility and the	Owner Utility <del>and the</del>			
Electric Utility will agree				
to any settlement,				
compromise or discharge				
of any third-party claim				
which the Attaching				
Utility may recommend				
which releases the				
Owner Utility and/or the	Owner Utility <del>and/or the</del>			
Electric Utility, as the				
case may be, completely	<del>case may be,</del> completely			
from such claim.				
D. Environmental	D. Environmental	D. <u>Environmental</u>	D. <u>Environmental</u>	D. Environmental
Hazards. Attaching Utility				
represents and warrants				
that its use of Owner				
Utility's Poles will not				
generate any hazardous				
substances, that it will				
not store or dispose on				
or about Owner Utility's				
Poles or transport to				
Owner Utility's Poles any				
hazardous substances				
and that Attaching				
Utility's Facilities will not				
constitute or contain and				
will not generate any				
hazardous substance in				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
violation of any law now	violation of any law now	violation of any law now	violation of any law now	violation of any law now
or hereafter in effect	or hereafter in effect	or hereafter in effect	or hereafter in effect	or hereafter in effect
including any	including any	including any	including any	including any
amendments.	amendments.	amendments.	amendments.	amendments.
"Hazardous substance"	"Hazardous substance"	"Hazardous substance"	"Hazardous substance"	"Hazardous substance"
shall be interpreted	shall be interpreted	shall be interpreted	shall be interpreted	shall be interpreted
broadly to mean any	broadly to mean any	broadly to mean any	broadly to mean any	broadly to mean any
substance or material	substance or material	substance or material	substance or material	substance or material
designated or defined as	designated or defined as	designated or defined as	designated or defined as	designated or defined as
hazardous or toxic waste,	hazardous or toxic waste,	hazardous or toxic waste,	hazardous or toxic waste,	hazardous or toxic waste,
hazardous or toxic	hazardous or toxic	hazardous or toxic	hazardous or toxic	hazardous or toxic
material, hazardous or	material, hazardous or	material, hazardous or	material, hazardous or	material, hazardous or
toxic or radioactive	toxic or radioactive	toxic or radioactive	toxic or radioactive	toxic or radioactive
substance, or other	substance, or other	substance, or other	substance, or other	substance, or other
similar term by any laws,	similar term by any laws,	similar term by any laws,	similar term by any laws,	similar term by any laws,
regulations or rules now	regulations or rules now	regulations or rules now	regulations or rules now	regulations or rules now
or hereafter in effect	or hereafter in effect	or hereafter in effect	or hereafter in effect	or hereafter in effect
including any	including any	including any	including any	including any
amendments.	amendments.	amendments.	amendments.	amendments.
Attaching Utility further	Attaching Utility further	Attaching Utility further	Attaching Utility further	Attaching Utility further
represents and warrants	represents and warrants	represents and warrants	represents and warrants	represents and warrants
that in the event of	that in the event of	that in the event of	that in the event of	that in the event of
breakage, leakage,	breakage, leakage,	breakage, leakage,	breakage, leakage,	breakage, leakage,
incineration or other	incineration or other	incineration or other	incineration or other	incineration or other
disaster, its Facilities	disaster, its Facilities	disaster, its Facilities	disaster, its Facilities	disaster, its Facilities
would not release such	would not release such	would not release such	would not release such	would not release such
hazardous wastes or	hazardous wastes or	hazardous wastes or	hazardous wastes or	hazardous wastes or
substances. Attaching	substances. Attaching	substances. Attaching	substances. Attaching	substances. Attaching
Utility, and its agents,	Utility, and its agents,	Utility, and its agents,	Utility, and its agents,	Utility, and its agents,
contractors and	contractors and	contractors and	contractors and	contractors and
subcontractors, shall	subcontractors, shall	subcontractors, shall	subcontractors, shall	subcontractors, shall
defend, indemnify and	defend, indemnify and	defend, indemnify and	defend, indemnify and	defend, indemnify and
hold harmless Owner	hold harmless Owner	hold harmless Owner	hold harmless Owner	hold harmless Owner
Utility and Electric Utility	Utility and Electric Utility	Utility and Electric Utility	Utility and Electric Utility	Utility and Electric Utility
and their respective	and their respective	and their respective	and their respective	<del>and their</del> <u>its</u> respective
 officials, officers, board	officials, officers, board	officials, officers, board	officials, officers, board	officials, officers, board

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
members,	members,	members,	members,	members,
representatives,	representatives,	representatives,	representatives,	representatives,
employees, agents, and	employees, agents, and	employees, agents, and	employees, agents, and	employees, agents, and
contractors against any	contractors against any	contractors against any	contractors against any	contractors against any
all liability, costs,	all liability, costs,	all liability, costs,	all liability, costs,	all liability, costs,
damages, fines, taxes,	damages, fines, taxes,	damages, fines, taxes,	damages, fines, taxes,	damages, fines, taxes,
special charges by	special charges by	special charges by	special charges by	special charges by
others, penalties,	others, penalties,	others, penalties,	others, penalties,	others, penalties,
punitive damages,	punitive damages,	punitive damages,	punitive damages,	punitive damages,
expenses (including	expenses (including	expenses (including	expenses (including	expenses (including
reasonable attorney fees	reasonable attorney fees	reasonable attorney fees	reasonable attorney fees	reasonable attorney fees
and all other costs and	and all other costs and	and all other costs and	and all other costs and	and all other costs and
expenses of litigation)	expenses of litigation)	expenses of litigation)	expenses of litigation)	expenses of litigation)
arising from or due to	arising from or due to	arising from or due to	arising from or due to	arising from or due to
the release, threatened	the release, threatened	the release, threatened	the release, threatened	the release, threatened
release, storage or	release, storage or	release, storage or	release, storage or	release, storage or
discovery of any such	discovery of any such	discovery of any such	discovery of any such	discovery of any such
hazardous wastes or	hazardous wastes or	hazardous wastes or	hazardous wastes or	hazardous wastes or
hazardous substances	hazardous substances	hazardous substances	hazardous substances	hazardous substances
on, under or adjacent to	on, under or adjacent to	on, under or adjacent to	on, under or adjacent to	on, under or adjacent to
Owner Utility's Poles	Owner Utility's Poles	Owner Utility's Poles	Owner Utility's Poles	Owner Utility's Poles
attributable to Attaching	attributable to Attaching	attributable to Attaching	attributable to Attaching	attributable to Attaching
Utility's use of Owner	Utility's use of Owner	Utility's use of Owner	Utility's use of Owner	Utility's use of Owner
Utility's Poles.	Utility's Poles.	Utility's Poles.	Utility's Poles.	Utility's Poles.
N/A	N/A	E. Liability Cap. Attaching	N/A	N/A
		<u>Utility's maximum</u>		
		combined liabilities,		
		including indemnities,		
		with the exception of		
		third party claims, arising		
		in any given year under		
		or as a result of this		
		Agreement shall not		
		exceed Ten Million		
		United States Dollars		
		(US\$10,000,000) in any		

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
			given year. With respect		
			to third party claims,		
			there shall be no Liability		
			limit for the Attaching		
			<u>Utility.</u>		
XVI. DUTIES,	A. Duty to Inspect.	A. Duty to Inspect.	A. Duty to Inspect.	A. Duty to Inspect.	A. Duty to Inspect.
RESPONSIBILITIE	Attaching Utility	Attaching Utility	Attaching Utility	Attaching Utility	Attaching Utility
S, AND	acknowledges and	acknowledges and	acknowledges and	acknowledges and	acknowledges and
EXCULPATION	agrees that Owner Utility	agrees that Owner Utility	agrees that Owner Utility	agrees that Owner Utility	agrees that Owner Utility
	does not warrant the	does not warrant the	does not warrant the	does not warrant the	does not warrant the
	condition or safety of	condition or safety of	condition or safety of	condition or safety of	condition or safety of
	Owner Utility's Poles, or	Owner Utility's Poles, or	Owner Utility's Poles, or	Owner Utility's Poles, or	Owner Utility's Poles, or
	the premises	the premises	the premises	the premises	the premises
	surrounding the Poles,	surrounding the Poles,	surrounding the Poles,	surrounding the Poles,	surrounding the Poles,
	and Attaching Utility	and Attaching Utility	and Attaching Utility	and Attaching Utility	and Attaching Utility
	further acknowledges	further acknowledges	further acknowledges	further acknowledges	further acknowledges
	and agrees that it has an	and agrees that it has an	and agrees that it has an	and agrees that it has an	and agrees that it has an
	obligation to inspect	obligation to inspect	obligation to inspect	obligation to inspect	obligation to inspect
	Owner Utility's Poles	Owner Utility's Poles	Owner Utility's Poles	Owner Utility's Poles	Owner Utility's Poles
	and/or premises	and/or premises	and/or premises	and/or premises	and/or premises
	surrounding the Poles,	surrounding the Poles,	surrounding the Poles,	surrounding the Poles,	surrounding the Poles,
	prior to commencing any	prior to commencing any	prior to commencing any	prior to commencing any	prior to commencing any
	work on Owner Utility's	work on Owner Utility's	work on Owner Utility's	work on Owner Utility's	work on Owner Utility's
	Poles or entering the	Poles or entering the	Poles or entering the	Poles or entering the	Poles or entering the
	premises surrounding	premises surrounding	premises surrounding	premises surrounding	premises surrounding
	the Poles.	the Poles.	the Poles.	the Poles.	the Poles.
	B. Knowledge of Work	B. <u>Knowledge of Work</u>			
	Conditions. By executing	Conditions. By executing	Conditions. By executing	Conditions. By executing	Conditions. By executing
	this Agreement,	this Agreement,	this Agreement,	this Agreement,	this Agreement,
	Attaching Utility	Attaching Utility	Attaching Utility	Attaching Utility	Attaching Utility
	warrants that it has	warrants that it has	warrants that it has	warrants that it has	warrants that it has
	acquainted, or will fully	acquainted, or will fully	acquainted, or will fully	acquainted, or will fully	acquainted, or will fully
	acquaint, itself and its	acquaint, itself and its	acquaint, itself and its	acquaint, itself and its	acquaint, itself and its
	employees and/or	employees and/or	employees and/or	employees and/or	employees and/or
	contractors and agents	contractors and agents	contractors and agents	contractors and agents	contractors and agents
	with the conditions	with the conditions	with the conditions	with the conditions	with the conditions

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
relating to the work that				
Attaching Utility will				
undertake under this				
Agreement and that it				
fully understands or will				
acquaint itself with the				
facilities, difficulties, and				
restrictions attending the				
execution of such work.				
C. <u>Disclaimer</u> . Owner				
Utility and Electric Utility,				
where relevant, make no	<del>where relevant,</del> make <u>s</u>			
express or implied	express or implied	express or implied	express or implied	no express or implied
warranties with regard to				
the Poles, all of which	the its Poles, all of which			
are hereby disclaimed,				
and Owner Utility and	and Owner Utility <del>and</del>			
the Electric Utility, where				
relevant, make no other	<del>relevant,</del> make <u>s</u> no other			
express or implied				
warranties, except to the				
extent expressly and				
unambiguously set forth				
in this Agreement.				
Owner Utility and the	Owner Utility <del>and the</del>			
Electric Utility, where				
relevant, expressly	relevant, expressly	relevant, expressly	relevant, expressly	<del>relevant,</del> expressly
disclaim any implied	disclaim any implied	disclaim any implied	disclaim any implied	disclaim <u>s</u> any implied
warranties of				
merchantability or				
fitness for any other				
particular purpose.				
D. Duty to Competent				
Supervision and				
Performance. The parties				
further understand and				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
agree that in the				
performance of work				
under this Agreement,				
Attaching Utility and its				
agents, servants,				
employees, contractors				
and subcontractors will				
work near electrically				
energised lines,				
transformers, or other				
Utility Facilities, and it is				
the intention that energy				
therein will not be				
interrupted during the				
continuance of this				
Agreement, except in an				
emergency endangering				
life, grave personal				
injury, or property.				
Attaching Utility shall				
ensure that its				
employees, servants,				
agents, contractors and				
subcontractors have the				
necessary qualifications,				
skill, knowledge, training,				
and experience to				
protect themselves, their				
fellow employees,				
employees of Owner				
Utility, and the general				
public, from harm or				
injury while performing				
work permitted pursuant				
to this Agreement.				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
In addition, Attaching				
Utility shall furnish its				
employees, servants,				
agents, contractors and				
subcontractors with				
competent supervision				
and sufficient and				
adequate tools and				
equipment for their work				
to be performed in a safe				
manner. Attaching Utility				
agrees that in emergency				
situations in which the				
Electric Utility must de-				
energise any part of its				
Electric Utility				
equipment, the				
Communications Utility				
shall ensure that work				
has been suspended until				
the equipment has been				
de-energised and that no				
such work is conducted				
unless and until the				
equipment is made safe.				
E. <u>Requests to De-</u>				
energise. In the event				
Electric Utility de-				
energises any equipment				
or line at				
Communications Utility's				
request and for its				
benefit and convenience				
in performing a				
particular segment of				
any work,				

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	Communications Utility	<b>Communications Utility</b>	<b>Communications Utility</b>	Communications Utility	Communications Utility
:	shall reimburse Electric				
,	Utility in full for all costs				
;	and expenses incurred,				
i	in accordance with				
1	Article III, Paragraph G, in				
(	order to comply with				
	Communications Utility's				
1	request. Before Electric				
	Utility de-energises any				
(	equipment or line, it				
	shall provide, upon				
1	request, an estimate of				
;	all costs and expenses to				
	be incurred in				
;	accommodating	accommodating	accommodating	accommodating	accommodating
	Communications Utility's				
1	request.	request.	request.	request.	request.
	F. Interruption of Service.				
1	In the event that				
	Attaching Utility shall				
	cause an interruption of				
	service by damaging or				
i	interfering with any				
	equipment of Owner				
	Utility or Electric Utility,	Utility <del>or Electric Utility</del> ,			
	Attaching Utility at its				
	expense shall				
i	immediately do all things				
1	reasonable to avoid				
i	injury or damages, direct				
	and incidental, resulting				
	therefrom and shall				
1	notify Owner Utility				
i	immediately.	immediately.	immediately.	immediately.	immediately.

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	G. <u>Duty to Inform</u> .	G. <u>Duty to Inform</u> .	G. <u>Duty to Inform</u> .	G. Duty to Inform.	G. <u>Duty to Inform</u> .
	Communications Utility	Communications Utility	Communications Utility	Communications Utility	Communications Utility
	further warrants that it	further warrants that it	further warrants that it	further warrants that it	further warrants that it
	understands the	understands the	understands the	understands the	understands the
	imminent dangers	imminent dangers	imminent dangers	imminent dangers	imminent dangers
	(INCLUDING SERIOUS	(INCLUDING SERIOUS	(INCLUDING SERIOUS	(INCLUDING SERIOUS	(INCLUDING SERIOUS
	BODILY INJURY OR	BODILY INJURY OR	BODILY INJURY OR	BODILY INJURY OR	BODILY INJURY OR
	DEATH FROM	DEATH FROM	DEATH FROM	DEATH FROM	DEATH FROM
	ELECTROCUTION)	ELECTROCUTION)	ELECTROCUTION)	ELECTROCUTION)	ELECTROCUTION)
	inherent in the work	inherent in the work	inherent in the work	inherent in the work	inherent in the work
	necessary to make	necessary to make	necessary to make	necessary to make	necessary to make
	installations on Electric	installations on Electric	installations on Electric	installations on Electric	installations on Electric
	Utility's Poles by	Utility's Poles by	Utility's Poles by	Utility's Poles by	Utility's Poles by
	Communications Utility's	Communications Utility's	Communications Utility's	Communications Utility's	Communications Utility's
	employees, servants,	employees, servants,	employees, servants,	employees, servants,	employees, servants,
	agents, contractors or	agents, contractors or	agents, contractors or	agents, contractors or	agents, contractors or
	subcontractors, and	subcontractors, and	subcontractors, and	subcontractors, and	subcontractors, and
	accepts as its duty and	accepts as its duty and	accepts as its duty and	accepts as its duty and	accepts as its duty and
	sole responsibility to	sole responsibility to	sole responsibility to	sole responsibility to	sole responsibility to
	notify and inform	notify and inform	notify and inform	notify and inform	notify and inform
	Communications Utility's	Communications Utility's	Communications Utility's	Communications Utility's	Communications Utility's
	employees, servants,	employees, servants,	employees, servants,	employees, servants,	employees, servants,
	agents, contractors or	agents, contractors or	agents, contractors or	agents, contractors or	agents, contractors or
	subcontractors of such	subcontractors of such	subcontractors of such	subcontractors of such	subcontractors of such
	dangers, and to keep	dangers, and to keep	dangers, and to keep	dangers, and to keep	dangers, and to keep
	them informed regarding	them informed regarding	them informed regarding	them informed regarding	them informed regarding
	same.	same.	same.	same.	same.
XVII. INSURANCE	A. Policies Required. At	A. Policies Required. At	A. Policies Required. At	A. Policies Required. At	A. Policies Required. At
	all times during the term	all times during the term	all times during the term	all times during the term	all times during the term
	of this Agreement,	of this Agreement,	of this Agreement,	of this Agreement,	of this Agreement,
	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall
	keep in force and affect	keep in force and affect	keep in force and affect	keep in force and affect	keep in force and affect
	all insurance policies as	all insurance policies as	all insurance policies as	all insurance policies as	all insurance policies as
	described below:	described below:	described below:	described below:	described below:
	1. <u>Worker's</u>	1. <u>Worker's</u>	1. <u>Worker's</u>	1. <u>Worker's</u>	1. <u>Worker's</u>
	Compensation and	Compensation and	Compensation and	Compensation and	Compensation and

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	Employers' Liability	Employers' Liability	Employers' Liability	Employers' Liability	Employers' Liability
<u> </u>	Insurance. Statutory	Insurance. Statutory	Insurance. Statutory	Insurance. Statutory	Insurance. Statutory
N	worker's compensation	worker's compensation	worker's compensation	worker's compensation	worker's compensation
	benefits and employers'	benefits and employers'	benefits and employers'	benefits and employers'	benefits and employers'
	liability insurance with a	liability insurance with a	liability insurance with a	liability insurance with a	liability insurance with a
	limit of liability no less	limit of liability no less	limit of liability no less	limit of liability no less	limit of liability no less
t	than that required by	than that required by	than that required by	than that required by	than that required by
(	Cayman Island law at the	Cayman Island law at the	Cayman Island law at the	Cayman Island law at the	Cayman Island law at the
t	time of the application of	time of the application of	time of the application of	time of the application of	time of the application of
1	this provision for each	this provision for each	this provision for each	this provision for each	this provision for each
i	accident. This policy shall	accident. This policy shall	accident. This policy shall	accident. This policy shall	accident. This policy shall
	be endorsed to include a	be endorsed to include a	be endorsed to include a	be endorsed to include a	be endorsed to include a
N	waiver of subrogation in	waiver of subrogation in	waiver of subrogation in	waiver of subrogation in	waiver of subrogation in
1	favor of Owner Utility.	favor of Owner Utility.	favor of Owner Utility.	favor of Owner Utility.	favor of Owner Utility.
	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall
1	require subcontractors	require subcontractors	require subcontractors	require subcontractors	require subcontractors
i	and others not protected	and others not protected	and others not protected	and others not protected	and others not protected
l	under its insurance to	under its insurance to	under its insurance to	under its insurance to	under its insurance to
(	obtain and maintain such	obtain and maintain such	obtain and maintain such	obtain and maintain such	obtain and maintain such
i	insurance.	insurance.	insurance.	insurance.	insurance.
	2. <u>Commercial General</u>	2. <u>Commercial General</u>	2. Commercial General	2. Commercial General	2. Commercial General
<u> </u>	<u>Liability Insurance</u> . Policy	Liability Insurance. Policy	Liability Insurance. Policy	Liability Insurance. Policy	Liability Insurance. Policy
N	will be written to provide	will be written to provide	will be written to provide	will be written to provide	will be written to provide
(	coverage for, but not	coverage for, but not	coverage for <del>, <u>the legal</u></del>	coverage for, but not	coverage for, but not
	limited to, the following:	limited to, the following:	liability of the Attaching	limited to, the following:	limited to, the following:
	premises and operations,	premises and operations,	Utility but not limited to,	premises and operations,	premises and operations,
	products and completed	products and completed	the following: premises	products and completed	products and completed
	operations, personal	operations, personal	and operations, products	operations, personal	operations, personal
	injury, blanket	injury, blanket	and completed	injury, blanket	injury, blanket
	contractual coverage,	contractual coverage,	operations, personal	contractual coverage,	contractual coverage,
	broad form property	broad form property	injury <del>, blanket</del>	broad form property	broad form property
	damage, independent	damage, independent	contractual coverage,	damage, independent	damage, independent
	contractor's coverage	contractor's coverage	<del>broad form</del> and third	contractor's coverage	contractor's coverage
	with Limits of liability not	with Limits of liability not	party property damage <del>,</del>	with Limits of liability not	with Limits of liability not
	less than \$2,000,000	less than \$2,000,000	independent contractor's	less than \$2,000,000	less than \$2,000,000
ł	general aggregate,	general aggregate,	coverage with Limits of	general aggregate,	general aggregate,

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
\$2,000,000	\$2,000,000	liability not less than	\$2,000,000	\$2,000,000
products/completed	products/completed	<del>\$2,000,000 general</del>	products/completed	products/completed
operations aggregate,	operations aggregate,	aggregate, \$2,000,000	operations aggregate,	operations aggregate,
\$2,000,000 personal	\$2,000,000 personal	products/completed	\$2,000,000 personal	\$2,000,000 personal
injury, \$2,000,000 each	injury, \$2,000,000 each	operations aggregate,	injury, \$2,000,000 each	injury, \$2,000,000 each
occurrence.	occurrence.	<del>\$2,000,000 personal</del>	occurrence.	occurrence.
		<del>injury, \$2,000,000 each</del>		
		<del>occurrence</del> . <u>The Policy</u>		
		will also provide for		
		employers liability and		
		automobile liability cover		
		in excess of the policies		
		placed locally in Article		
		XVII A1 and A3 of this		
		<u>Agreement</u> .		
		The total Limit of		
		insurance with respect to		
		Employer's Liability		
		coverage in A.1, and the		
		coverages in A.2 and A.3		
		of this article, shall be no		
		less than US\$6,000,000		
		for each occurrence, and		
		may be achieved via any		
		combination of primary		
		and/or excess policies.		
3. <u>Automobile Liability</u>	3. <u>Automobile Liability</u>	3. <u>Automobile Liability</u>	3. <u>Automobile Liability</u>	3. <u>Automobile Liability</u>
Insurance. Business	Insurance. Business	Insurance. Business	Insurance. Business	Insurance. Business
automobile policy	automobile policy	automobile policy	automobile policy	automobile policy
covering all owned, hired	covering all owned, hired	covering all owned, hired	covering all owned, hired	covering all owned, hired
and non-owned private	and non-owned private	and non-owned private	and non-owned private	and non-owned private
passenger autos and	passenger autos and	passenger autos and	passenger autos and	passenger autos and
commercial vehicles.	commercial vehicles.	commercial vehicles.	commercial vehicles.	commercial vehicles.
Limits of liability not less	Limits of liability not less	Limits of liability not less	Limits of liability not less	Limits of liability not less
than \$1,000,000 each	than \$1,000,000 each	than \$1,000,000 each	than \$1,000,000 each	than \$1,000,000 each

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
occurrence, \$1,000,000	occurrence, \$1,000,000	occurrence, \$1,000,000	occurrence, \$1,000,000	occurrence, \$1,000,000
aggregate.	aggregate.	aggregate.	aggregate.	aggregate.
4. <u>Umbrella Liability</u>	4. <u>Umbrella Liability</u>	N/A	4. <u>Umbrella Liability</u>	4. <u>Umbrella Liability</u>
Insurance. Coverage is to	Insurance. Coverage is to		Insurance. Coverage is to	Insurance. Coverage is to
be in excess of the sum	be in excess of the sum		be in excess of the sum	be in excess of the sum
employers' liability,	employers' liability,		employers' liability,	employers' liability,
commercial general	commercial general		commercial general	commercial general
liability, and automobile	liability, and automobile		liability, and automobile	liability, and automobile
liability insurance	liability insurance		liability insurance	liability insurance
required above. Limits of	required above. Limits of		required above. Limits of	required above. Limits of
liability not less than	liability not less than		liability not less than	liability not less than
\$4,000,000 each	\$4,000,000 each		\$4,000,000 each	\$4,000,000 each
occurrence, \$4,000,000	occurrence, \$4,000,000		occurrence, \$4,000,000	occurrence, \$4,000,000
aggregate.	aggregate.		aggregate.	aggregate.
5. Property Insurance.	5. Property Insurance.	N/A	5. Property Insurance.	5. Property Insurance.
Each party will be	Each party will be		Each party will be	Each party will be
responsible for	responsible for		responsible for	responsible for
maintaining property	maintaining property		maintaining property	maintaining property
insurance on its own	insurance on its own		insurance on its own	insurance on its own
facilities, buildings and	facilities, buildings and		facilities, buildings and	facilities, buildings and
other improvements,	other improvements,		other improvements,	other improvements,
including all equipment,	including all equipment,		including all equipment,	including all equipment,
fixtures, and utility	fixtures, and utility		fixtures, and utility	fixtures, and utility
structures, fencing, or	structures, fencing, or		structures, fencing, or	structures, fencing, or
support systems that	support systems that		support systems that	support systems that
may be placed on,	may be placed on,		may be placed on,	may be placed on,
within, or around Utility	within, or around Utility		within, or around Utility	within, or around Utility
Facilities to fully protect	Facilities to fully protect		Facilities to fully protect	Facilities to fully protect
against hazards of fire,	against hazards of fire,		against hazards of fire,	against hazards of fire,
vandalism and malicious	vandalism and malicious		vandalism and malicious	vandalism and malicious
mischief, and such other	mischief, and such other		mischief, and such other	mischief, and such other
perils as are covered by	perils as are covered by		perils as are covered by	perils as are covered by
policies of insurance	policies of insurance		policies of insurance	policies of insurance
commonly referred to	commonly referred to		commonly referred to	commonly referred to
and known as "extended	and known as "extended		and known as "extended	and known as "extended
coverage" insurance or	coverage" insurance or		coverage" insurance or	coverage" insurance or

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
self-insure such	self-insure such		self-insure such	self-insure such
exposures.	exposures.		exposures.	exposures.
6. Business Interruption	6. Business Interruption	N/A	6. Business Interruption	6. Business Interruption
Insurance. Business	Insurance. Business		Insurance. Business	Insurance. Business
interruption insurance	interruption insurance		interruption insurance	interruption insurance
covering the Attaching	covering the Attaching		covering the Attaching	covering the Attaching
Utility's loss of profits	Utility's loss of profits		Utility's loss of profits	Utility's loss of profits
resulting from the perils	resulting from the perils		resulting from the perils	resulting from the perils
described in paragraph 5	described in paragraph 5		described in paragraph 5	described in paragraph 5
above.	above.		above.	above.
B. Qualification; Priority;	B. Qualification; Priority;	B. Qualification; Priority;	B. Qualification; Priority;	B. Qualification; Priority;
Contractors' Coverage.	Contractors' Coverage.	Contractors' Coverage.	Contractors' Coverage.	Contractors' Coverage.
The insurer must be	The insurer must be	The insurer must be	The insurer must be	The insurer must be
authorised to do	authorised to do	authorised to do	authorised to do	authorised to do
business under the laws	business under the laws	business under the laws	business under the laws	business under the laws
of the Cayman Islands	of the Cayman Islands	of the Cayman Islands	of the Cayman Islands	of the Cayman Islands
and have an "A" or	and have an "A" or	and have an <del>"A" or</del>	and have an "A" or	and have an "A" or
better rating in AM	better rating in AM	better rating in AM	better rating in AM	better rating in AM
Best's Guide. Such	Best's Guide. Such	Best's Guide <u>"A-" or</u>	Best's Guide. Such	Best's Guide. Such
insurance will be	insurance will be	better rating by an	insurance will be	insurance will be
primary. All contractors	primary. All contractors	<u>internationally</u>	primary. All contractors	primary. All contractors
and all of their	and all of their	recognised insurance	and all of their	and all of their
subcontractors who	subcontractors who	rating agency such as	subcontractors who	subcontractors who
perform work on behalf	perform work on behalf	<u>A.M. Best</u> . Such	perform work on behalf	perform work on behalf
of Attaching Utility shall	of Attaching Utility shall	insurance will be	of Attaching Utility shall	of Attaching Utility shall
carry, in full force and	carry, in full force and	primary. All contractors	carry, in full force and	carry, in full force and
effect, worker's	effect, worker's	and all of their	effect, worker's	effect, worker's
compensation and	compensation and	subcontractors who	compensation and	compensation and
employer's liability,	employer's liability,	perform work on behalf	employer's liability,	employer's liability,
comprehensive general	comprehensive general	of Attaching Utility shall	comprehensive general	comprehensive general
liability and automobile	liability and automobile	carry, in full force and	liability and automobile	liability and automobile
liability insurance	liability insurance	effect, worker's	liability insurance	liability insurance
coverage's of the type	coverage's of the type	compensation and	coverage's of the type	coverage's of the type
that Attaching Utility is	that Attaching Utility is	employer's liability,	that Attaching Utility is	that Attaching Utility is
required to obtain under	required to obtain under	comprehensive general	required to obtain under	required to obtain under
		liability and automobile		

DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
this Article with the same	this Article with the same	liability insurance	this Article with the same	this Article with the same
limits.	limits.	coverage's of the type that Attaching Utility is required to obtain under	limits.	limits.
		this Article with the same limits.		
C. <u>Certificate of</u>	C. <u>Certificate of</u>	C. <u>Certificate of</u>	C. <u>Certificate of</u>	C. <u>Certificate of</u>
Insurance; Other	Insurance; Other	Insurance; Other	Insurance; Other	Insurance; Other
Requirements. Prior to	<u>Requirements</u> . Prior to	Requirements. Prior to	<u>Requirements</u> . Prior to	Requirements. Prior to
the execution of this	the execution of this	the execution of this	the execution of this	the execution of this
Agreement and prior to each insurance policy	Agreement and prior to each insurance policy	Agreement and prior to each insurance policy	Agreement and prior to each insurance policy	Agreement and prior to each insurance policy
expiration date during	expiration date during	expiration date during	expiration date during	expiration date during
the term of this	the term of this	the term of this	the term of this	the term of this
Agreement, Attaching	Agreement, Attaching	Agreement, Attaching	Agreement, Attaching	Agreement, Attaching
Utility will furnish Owner	Utility will furnish Owner	Utility will furnish Owner	Utility will furnish Owner	Utility will furnish Owner
Utility with a Certificate	Utility with a Certificate	Utility with a Certificate	Utility with a Certificate	Utility with a Certificate
of Insurance and, upon	of Insurance and, upon	of Insurance and, upon	of Insurance and, upon	of Insurance and, upon
request, certified copies	request, certified copies	request, certified copies	request, certified copies	request, certified copies
of the required insurance	of the required insurance	of the required insurance	of the required insurance	of the required insurance
policies. The Certificate	policies. The Certificate	<del>policies. The</del> or	policies. The Certificate	policies. The Certificate
shall reference this	shall reference this	confirmation of	shall reference this	shall reference this
Agreement and worker's	Agreement and worker's	insurance from the	Agreement and worker's	Agreement and worker's
compensation and	compensation and	Attaching Utility's	compensation and	compensation and
property insurance	property insurance	insurance broker the	property insurance	property insurance
waivers of subrogation	waivers of subrogation	Certificate of Insurance	waivers of subrogation	waivers of subrogation
required by this	required by this	or confirmation of	required by this	required by this
Agreement. Owner	Agreement. Owner	insurance shall reference	Agreement. Owner	Agreement. Owner
Utility shall be given	Utility shall be given	this Agreement-and	Utility shall be given	Utility shall be given
thirty (30) calendar days	thirty (30) calendar days	worker's compensation	thirty (30) calendar days	thirty (30) calendar days
advance notice of	advance notice of	and property insurance	advance notice of	advance notice of
cancellation or	cancellation or	waivers of subrogation	cancellation or	cancellation or
nonrenewal of insurance	nonrenewal of insurance	required by this	nonrenewal of insurance	nonrenewal of insurance
during the term of this	during the term of this	Agreement. Owner	during the term of this	during the term of this
Agreement.	Agreement.	Utility shall be given thirty (30) calendar days	Agreement.	Agreement.

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
		advance Attaching Utility		
		shall give Owner Utility		
		<u>30 days</u> notice of		
		cancellation or non <u>-</u>		
		renewal of insurance		
		where no alternative		
		insurance policy has		
		been placced to provide		
		<u>continual cover</u> during		
		the term of this		
		Agreement.		
Owner Utility, its council	Owner Utility, its council	In the case that an	Owner Utility, its council	Owner Utility, its council
members, board	members, board	alternate insurance	members, board	members, board
members,	members,	policy has been placed to	members,	members,
commissioners, agencies,	commissioners, agencies,	provide continual cover,	commissioners, agencies,	commissioners, agencies,
officers, officials,	officers, officials,	the Attaching Utility will	officers, officials,	officers, officials,
employees and	employees and	furnish the Owner Utility	employees and	employees and
representatives	representatives	with a Certificate of	representatives	representatives
(collectively, "Additional	(collectively, "Additional	Insurance or	(collectively, "Additional	(collectively, "Additional
Insureds") shall be	Insureds") shall be	confirmation of	Insureds") shall be	Insureds") shall be
named as Additional	named as Additional	insurance from the	named as Additional	named as Additional
Insureds under all of the	Insureds under all of the	Attaching Utility's	Insureds under all of the	Insureds under all of the
policies, except worker's	policies, except worker's	insurance broker the	policies, except worker's	policies, except worker's
compensation, which	compensation, which	Certificate of Insurance	compensation, which	compensation, which
shall be so stated on the	shall be so stated on the	or confirmation of	shall be so stated on the	shall be so stated on the
Certificate of Insurance.	Certificate of Insurance.	insurance shall reference	Certificate of Insurance.	Certificate of Insurance.
		this Agreement. Owner		
		Utility, its council		
		members, board		
		members,		
		commissioners, agencies,		
		officers, officials,		
		employees and		
		representatives		
		(collectively, "Additional		
		Insureds") shall be		

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
		named as Additional		
		Insureds under all of the		
		policies, except worker's		
		compensation, which		
		shall be so stated on the		
		Certificate of Insurance.		
All policies, other than	All policies, other than	All policies, other than	All policies, other than	All policies, other than
worker's compensation,	worker's compensation,	worker's compensation,	worker's compensation,	worker's compensation,
shall be written on an	shall be written on an	shall be written on an	shall be written on an	shall be written on an
occurrence and not on a	occurrence and not on a	occurrence and not on a	occurrence and not on a	occurrence and not on a
claims-made basis. All	claims-made basis. All	claims-made basis. <del>All</del>	claims-made basis. All	claims-made basis. All
policies may be written	policies may be written	policies may be written	policies may be written	policies may be written
with deductibles, not to	with deductibles, not to	with deductibles, not to	with deductibles, not to	with deductibles, not to
exceed \$100,000, or such	exceed \$100,000, or such	exceed \$100,000, or such	exceed \$100,000, or such	exceed \$100,000, or such
greater amount as	greater amount as	greater amount as	greater amount as	greater amount as
expressly allowed in	expressly allowed in	expressly allowed in	expressly allowed in	expressly allowed in
writing by Owner Utility.	writing by Owner Utility.	writing by Owner Utility.	writing by Owner Utility.	writing by Owner Utility.
To the extent allowed by	To the extent allowed by	To the extent allowed by	To the extent allowed by	To the extent allowed by
law, Attaching Utility	law, Attaching Utility	law, Attaching Utility	law, Attaching Utility	law, Attaching Utility
shall defend, indemnify	shall defend, indemnify	shall defend, indemnify	shall defend, indemnify	shall defend, indemnify
and hold harmless	and hold harmless	and hold harmless	and hold harmless	and hold harmless
Owner Utility and	Owner Utility and	Owner Utility and	Owner Utility and	Owner Utility and
Additional Insureds from	Additional Insureds from	Additional Insureds from	Additional Insureds from	Additional Insureds from
and against payment of	and against payment of	and against payment of	and against payment of	and against payment of
any deductible and	any deductible and	any deductible and	any deductible and	any deductible and
payment of any premium	payment of any premium	payment of any premium	payment of any premium	payment of any premium
on any policy required	on any policy required	on any policy required	on any policy required	on any policy required
under this Article.	under this Article.	under this Article.	under this Article.	under this Article.
Attaching Utility shall	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall	Attaching Utility shall
obtain Certificates of	obtain Certificates of	obtain Certificates of	obtain Certificates of	obtain Certificates of
Insurance from its	Insurance from its	Insurance from its	Insurance from its	Insurance from its
agents, contractors and	agents, contractors and	agents, contractors and	agents, contractors and	agents, contractors and
subcontractors and	subcontractors and	subcontractors and	subcontractors and	subcontractors and
provide a copy of such	provide a copy of such	provide a copy of such	provide a copy of such	provide a copy of such
Certificates to Owner	Certificates to Owner	Certificates to Owner	Certificates to Owner	Certificates to Owner
Utility upon request.	Utility upon request.	Utility upon request.	Utility upon request.	Utility upon request.

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
D. <u>Limits</u> . The limits of				
liability set out in this				
Article may be increased				
or decreased by mutual				
consent of the parties,				
which consent will not be				
unreasonably withheld				
by either party, in the				
event of any factors or				
occurrences, including				
the passage of laws				
which would materially				
increase or decrease				
Attaching Utility's				
exposure to risk.				
E. Prohibited Exclusions.				
No policies of insurance				
required to be obtained				
by Attaching Utility or its				
contractors or				
subcontractors shall				
contain provisions that				
(1) exclude coverage of				
liability assumed by this				
Agreement with Owner				
Utility except as to				
infringement of patents				
or copyrights or for libel				
and slander in program				
material, (2) exclude				
coverage of liability				
arising from excavating,				
collapse, or underground				
work, (3) exclude				
coverage for injuries to				
Owner Utility's or Electric	Owner Utility's <del>or Electric</del>			

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	Utility's employees or	Utility's employees or	Utility's employees or	Utility's employees or	Utility's employees or
	agents, or (4) exclude	agents, or (4) exclude			
	coverage of liability for	coverage of liability for			
	injuries or damages	injuries or damages	injuries or damages	injuries or damages	injuries or damages
	caused by Attaching	caused by Attaching	caused by Attaching	caused by Attaching	caused by Attaching
	Utility's contractors or	Utility's contractors or	Utility's contractors or	Utility's contractors or	Utility's contractors or
	contractor's employees,	contractor's employees,	contractor's employees,	contractor's employees,	contractor's employees,
	servants or agents. This	servants or agents. This			
	list of prohibited	list of prohibited	list of prohibited	list of prohibited	list of prohibited
	provisions shall not be	provisions shall not be			
	interpreted as exclusive.	interpreted as exclusive.	interpreted as exclusive.	interpreted as exclusive.	interpreted as exclusive.
	F. Deductible/Self-	F. Deductible/Self-	F. Deductible/Self-	F. Deductible/Self-	F. Deductible/Self-
	insurance Retention	insurance Retention	insurance Retention	insurance Retention	insurance Retention
	Amounts. Attaching	Amounts. Attaching	Amounts. Attaching	Amounts. Attaching	Amounts. Attaching
	Utility shall be fully	Utility shall be fully			
	responsible for any	responsible for any	responsible for any	responsible for any	responsible for any
	deductible or self-	deductible or self-	deductible or self-	deductible or self-	deductible or self-
	insured retention	insured retention	insured retention	insured retention	insured retention
	amounts contained in its	amounts contained in its			
	insurance program or for	insurance program or for			
	any deficiencies in the	any deficiencies in the			
	amounts of insurance	amounts of insurance	amounts of insurance	amounts of insurance	amounts of insurance
	maintained.	maintained.	maintained.	maintained.	maintained.
XVIII.	Owner Utility shall have	Owner Utility shall have			
AUTHORIZATION	the right to grant, renew	the right to grant, renew			
NOT EXCLUSIVE	and extend rights and	and extend rights and			
	privileges to others not	privileges to others not			
	party to this Agreement,	party to this Agreement,			
	by contract or otherwise,	by contract or otherwise,			
	to use its Utility Facilities	to use its Utility Facilities			
	covered by this	covered by this	covered by this	covered by this	covered by this
	Agreement. Owner	Agreement. Owner	Agreement. Owner	Agreement. <del>Owner</del>	Agreement. <del>Owner</del>
	Utility hereby warrants	Utility hereby warrants	Utility hereby warrants	Utility hereby warrants	Utility hereby warrants
	that such rights shall not	that such rights shall not	that such rights shall not	<del>that such</del> <u>Such</u> rights	<del>that such</del> <u>Such</u> rights
	interfere with the rights	interfere with the rights	interfere with the rights	shall not interfere with	shall not interfere with
	granted to Attaching	granted to Attaching	granted to Attaching	the rights granted to	the rights granted to

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	Utility by the terms of	Utility by the terms of	Utility by the terms of	Attaching Utility by the	Attaching Utility by the
	this Agreement.	this Agreement.	this Agreement.	terms of this Agreement.	terms of this Agreement.
XIX.	A. Limitations on	A. Limitations on	A. Limitations on	A. <u>Limitations on</u>	A. Limitations on
ASSIGNMENT	Assignment. Attaching	Assignment. Attaching	Assignment. Attaching	Assignment. Attaching	Assignment. Attaching
AND	Utility shall not assign its	Utility shall not assign its	Utility shall not assign its	Utility shall not assign its	Utility shall not assign its
SUBLICENSING	rights or obligations	rights or obligations	rights or obligations	rights or obligations	rights or obligations
	under this Agreement,	under this Agreement,	under this Agreement,	under this Agreement,	under this Agreement,
	nor any part of such	nor any part of such	nor any part of such	nor any part of such	nor any part of such
	rights or obligations,	rights or obligations,	rights or obligations,	rights or obligations,	rights or obligations,
	without the prior written	without the prior written	without the prior written	without the prior written	without the prior written
	consent of Owner Utility,	consent of Owner Utility,	consent of Owner Utility,	consent of Owner Utility,	consent of Owner Utility,
	which consent shall not	which consent shall not	which consent shall not	which consent shall not	which consent shall not
	be unreasonably	be unreasonably	be unreasonably	be unreasonably	be unreasonably
	withheld.	withheld.	withheld.	withheld.	withheld.
	Notwithstanding the	Notwithstanding the	Notwithstanding the	Notwithstanding the	Notwithstanding the
	foregoing, Attaching	foregoing, Attaching	foregoing, Attaching	foregoing, Attaching	foregoing, Attaching
	Utility may assign or	Utility may assign or	Utility may assign or	Utility may assign or	Utility may assign or
	transfer its interest in	transfer its interest in	transfer its interest in	transfer its interest in	transfer its interest in
	this Agreement to	this Agreement to	this Agreement to	this Agreement to	this Agreement to
	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
	Affiliate without Owner	Affiliate without Owner	Affiliate without Owner	Affiliate without Owner	Affiliate without Owner
	Utility's consent,	Utility's consent,	Utility's consent,	Utility's consent,	Utility's consent,
	provided that Owner	provided that Owner	provided that Owner	provided that Owner	provided that Owner
	Utility is given prior	Utility is given prior	Utility is given prior	Utility is given prior	Utility is given prior
	written notice of such	written notice of such	written notice of such	written notice of such	written notice of such
	transfer.	transfer.	transfer.	transfer.	transfer.
	B. Obligations of	B. Obligations of	B. Obligations of	B. Obligations of	B. Obligations of
	Assignee/Transferee and	Assignee/Transferee and	Assignee/Transferee and	Assignee/Transferee and	Assignee/Transferee and
	Attaching Utility. No	<u>Attaching Utility</u> . No	Attaching Utility. No	<u>Attaching Utility</u> . No	<u>Attaching Utility</u> . No
	assignment or transfer	assignment or transfer	assignment or transfer	assignment or transfer	assignment or transfer
	under this Article XIX	under this Article XIX	under this Article XIX	under this Article XIX	under this Article XIX
	shall be allowed until the	shall be allowed until the	shall be allowed until the	shall be allowed until the	shall be allowed until the
	assignee or transferee	assignee or transferee	assignee or transferee	assignee or transferee	assignee or transferee
	becomes a signatory to	becomes a signatory to	becomes a signatory to	becomes a signatory to	becomes a signatory to
	this Agreement and	this Agreement and	this Agreement and	this Agreement and	this Agreement and
	assumes all obligations	assumes all obligations	assumes all obligations	assumes all obligations	assumes all obligations

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
of Attaching Utility				
arising under this				
Agreement. Attaching				
Utility shall furnish				
Owner Utility with prior				
written notice of the				
transfer or assignment,				
together with the name				
and address of the				
transferee or assignee.				
Notwithstanding any				
assignment or transfer,				
Attaching Utility shall				
remain fully liable under				
this Agreement and shall				
not be released from				
performing any of the				
terms, covenants or				
conditions of this				
Agreement without the				
express written consent				
to the release of				
Attaching Utility by				
Owner Utility.				
C. Sub-licensing. Without	C. Sub-licensing. Without	C. Sub-licensing. Without	C. Sub-licensing. Without	C. <u>Sub-licensing</u> . Without
Owner Utility's prior				
written consent,				
Attaching Utility shall not				
sub-licence to a non-				
affiliated third party,				
including but not limited				
to allowing third parties				
to place Attachments on				
Owner Utility's Poles,	Owner Utility's Poles,	Owner Utility's Poles,	Owner Utility's Poles,	<del>Owner Utility's Poles,</del>
including Overlashing, or				
to place Attachments for				

DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
the benefit of such third	the benefit of such third	the benefit of such third	the benefit of such third	the benefit of such third
parties on Owner	parties on Owner	parties on Owner	parties on Owner	parties on Owner
Utility's Poles. Any such	Utility's Poles. Any such	Utility's Poles. Any such	Utility's Poles. Any such	Utility's Poles. Any such
action shall constitute a	action shall constitute a	action shall constitute a	action shall constitute a	action shall constitute a
material breach of this	material breach of this	material breach of this	material breach of this	material breach of this
Agreement. The use of	Agreement. The use of	Agreement. The use of	Agreement. The use of	Agreement. The use of
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
Facilities by third parties	Facilities by third parties	Facilities by third parties	Facilities by third parties	Facilities by third parties
(including but not limited	(including but not limited	(including but not limited	(including but not limited	(including but not limited
to leases of dark fiber)	to leases of dark fiber)	to leases of dark fiber)	to leases of dark fiber)	to leases of dark fiber)
that involves no	that involves no	that involves no	that involves no	that involves no
additional Attachment or	additional Attachment or	additional Attachment or	additional Attachment or	additional Attachment or
Overlashing is not	Overlashing is not	Overlashing is not	Overlashing is not	Overlashing is not
subject to the provisions	subject to the provisions	subject to the provisions	subject to the provisions	subject to the provisions
of this Article XIX,	of this Article XIX,	of this Article XIX,	of this Article XIX,	of this Article XIX,
Paragraph C.	Paragraph C.	Paragraph C.	Paragraph C.	Paragraph C. Subject to
				Paragraphs D and E of
				this Article, Attaching
				Utility may provide a
				non-affiliated third party
				with a sublicense in
				relation to its rights
				under this Agreement to
				place Attachments on
				Owner Utility's Poles and
				with respect to
				Overlashing.
N/A	N/A	N/A	N/A	D. Terms of a permitted
				<u>sublicence</u> . Every
				sublicense must contain
				provisions approved by
				the Owner Utility (which
				approval shall not be
				unreasonably withheld
				or delayed):

DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
N/A	N/A	N/A	N/A	1. prohibiting the sub-
				licensee from doing or
				omitting, or suffering or
				allowing to be done,
				anything in relation to its
				rights and obligations
				under such sublicense
				that would or does cause
				the Attaching Utility to
				be in breach of the terms
				of this Agreement or that
				is inconsistent with the
				provisions of this
				Agreement;
N/A	N/A	N/A	N/A	2. for the termination of
				the sub-license by the
				Attaching Utility on
				breach of any covenant
				by the sub-licensee; and
N/A	N/A	N/A	N/A	3. imposing an absolute
				prohibition against all
				dealings by the
				sublicensee, whether by
				assignment, sub-
				licensing or otherwise, of
				its rights under the
				sublicense.
N/A	N/A	N/A	N/A	E. Enforcement of the
				sublicense. In relation to
				any permitted
				sublicense, the Attaching
				Utility must enforce the
				performance and
				observance by every sub-
				licensee of the provisions
				of the sublicense, and

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
					must not at any time
					either expressly or by
					implication waive any
					breach of the covenants
					or conditions on the part
					of any sub-licensee or
					any sublicense, or
					without the consent of
					the Owner Utility, whose
					consent may not be
					unreasonably withheld
					or delayed vary the
					terms or accept a
					surrender of any
					permitted sublicense.
	N/A	N/A	N/A	N/A	F. Notice of permitted
					dealings. Within 30 days
					of any permitted sub-
					license, the Attaching
					Utility must provide the
					Owner Utility with a
					certified copy of any
					relevant document.
XX. FAILURE TO	Failure of Owner Utility				
ENFORCE	or Attaching Utility to				
	take action to enforce				
	compliance with any of				
	the terms or conditions				
	of this Agreement or to				
	give notice or declare				
	this Agreement or any				
	authorisation granted				
	hereunder terminated				
	shall not constitute a				
	waiver or relinquishment				
	of any term or condition				

	DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
	of this Agreement, but	of this Agreement, but	of this Agreement, but	of this Agreement, but	of this Agreement, but
	the same shall be and	the same shall be and	the same shall be and	the same shall be and	the same shall be and
	remain at all times in full	remain at all times in full	remain at all times in full	remain at all times in full	remain at all times in full
	force and effect until	force and effect until	force and effect until	force and effect until	force and effect until
	terminated, in	terminated, in	terminated, in	terminated, in	terminated, in
	accordance with the	accordance with the	accordance with the	accordance with the	accordance with the
	Agreement.	Agreement.	Agreement.	Agreement.	Agreement.
XXI.	A. Notwithstanding	A. Notwithstanding	A. Notwithstanding	A. Notwithstanding	A. Notwithstanding
TERMINATION	Owner Utility's rights	Owner Utility's rights	Owner Utility's rights	Owner Utility's rights	Owner Utility's rights
OF AGREEMENT	under Article XII, Owner	under Article XII, Owner	under Article XII, Owner	under Article XII, Owner	under Article XII, Owner
	Utility shall have the	Utility shall have the	Utility shall have the	Utility shall have the	Utility shall have the
	right, pursuant to the	right, pursuant to the	right, pursuant to the	right, pursuant to the	right, pursuant to the
	procedure set out in	procedure set out in	procedure set out in	procedure set out in	procedure set out in
	Article XXI, Paragraph B,	Article XXI, Paragraph B,	Article XXI, Paragraph B,	Article XXI, Paragraph B,	Article XXI, Paragraph B,
	to terminate this entire	to terminate this entire	to terminate this entire	to terminate this entire	to terminate this entire
	Agreement, or any	Agreement, or any	Agreement, or any	Agreement, or any	Agreement, or any
	Permit(s) issued	Permit(s) issued	Permit(s) issued	Permit <del>(s)</del> issued	Permit <del>(s)</del> issued
	hereunder, whenever	hereunder, whenever	hereunder, whenever	hereunder, whenever	hereunder, whenever
	Attaching Utility is in	Attaching Utility is in	Attaching Utility is in	Attaching Utility is in	Attaching Utility is in
	default of any term or	default of any term or	default of any term or	default of any term or	default of any term or
	condition of this	condition of this	condition of this	condition of this	condition of this
	Agreement, including but	Agreement, including but	Agreement, including but	Agreement, including but	Agreement, including but
	not limited to the	not limited to the	not limited to the	not limited to the	not limited to the
	following circumstances:	following circumstances:	following circumstances:	following circumstances:	following circumstances:
	1. Construction,	1. Construction,	1. Construction,	1. Construction,	1. Construction,
	operation or	operation or	operation or	operation or	operation or
	maintenance of	maintenance of	maintenance of	maintenance of	maintenance of
	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
	Facilities in violation of	Facilities in violation of	Facilities in violation of	Facilities in violation of	Facilities in violation of
	law or in aid of any	law or in aid of any	law or in aid of any	law or in aid of any	law or in aid of any
	unlawful act or	unlawful act or	unlawful act or	unlawful act or	unlawful act or
	undertaking; or	undertaking; or	undertaking; or	undertaking; or	undertaking; or
	2. Construction,	2. Construction,	2. Construction,	2. Construction,	2. Construction,
	operation or	operation or	operation or	operation or	operation or
	maintenance of	maintenance of	maintenance of	maintenance of	maintenance of
	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Facilities after any				
authorisation required of				
Attaching Utility has				
lawfully been denied or				
revoked by any				
governmental or private				
authority or such				
construction, operation				
or maintenance violation				
of any other agreement				
between the Attaching				
Utility and the Owner				
Utility; or				
3. Construction,				
operation or				
maintenance of				
Attaching Utility's				
Facilities without the				
insurance coverage				
required under Article				
XVII.	XVII.	XVII.	XVII.	XVII.
4. In the event of a Gross	4. In the event of a Gross	N/A	N/A	N/A
Default that is either not	Default that is either not			
resolved by Arbitration	resolved by Arbitration			
or when an Attaching	or when an Attaching			
Utility fails to cooperate	Utility fails to cooperate			
in the process of	in the process of			
Arbitration as set out in	Arbitration as set out in			
this agreement.	this agreement.			
B. Owner Utility will				
notify Attaching Utility in				
writing within fifteen				
(15) calendar days, or as				
soon as reasonably				
practicable, of any				
condition(s) applicable to				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
Paragraph A. above.				
Attaching Utility shall				
take immediate				
corrective action to				
eliminate any such				
condition(s) within thirty				
(30) calendar days, or				
such longer period				
mutually agreed to by				
the parties, and shall				
confirm in writing to				
Owner Utility that the				
cited condition(s) has				
(have) ceased or been				
corrected. If Attaching				
Utility fails to discontinue				
or correct such				
condition(s) and/or fails				
to give the required				
confirmation, Owner				
Utility may immediately				
terminate this				
Agreement or any				
Permit(s).	Permit(s).	Permit(s).	Permit(s).	Permit(s).
C. Owner Utility shall				
have the right to				
terminate this entire				
Agreement, or any				
Permit issued hereunder,				
in the event of the				
Attaching Utility having a				
receiver or liquidator				
appointed or the passing				
of a resolution for				
winding-up or a court				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
making an order to that				
 effect.	effect.	effect.	effect.	effect.
D. Notwithstanding				
anything to the contrary				
express or implied				
elsewhere in the				
Agreement, if the Electric	Agreement, <del>if the Electric</del>			
Utility lawfully				
terminates DataLink's				
rights to attach to the				
Poles following a change	Poles either party may			
in the Cayman Islands	terminate this			
laws or Government	laws or Government	laws or Government	laws or Government	Agreement on thirty (30)
policies that results in a	days written notice to			
material change to (i) the	the other party following			
terms and conditions of	a change in the Cayman			
the agreement between	the agreement between	the agreement between	the agreement between	Islands laws or
Electric Utility and	Electric Utility and	Electric Utility and	Electric Utility and	Government policies that
DataLink, (ii) the	DataLink, (ii) the	DataLink, (ii) the	DataLink, (ii) the	results in a material
obligations of Electric	obligations of Electric	obligations of Electric	obligations of Electric	change to (i) the terms
Utility under such	Utility under such	Utility under such	Utility under such	and conditions of <del>the</del>
agreement or (iii) the	agreement between			
obligations of Electric	obligations of Electric	obligations of Electric	obligations of Electric	Electric Utility and
Utility under any law that	DataLink this Agreement,			
it is required to observe	(ii) the obligations of			
in order to be party to	Electric Utility under			
such agreement,	such agreement,	such agreement,	such agreement,	such agreement the
DataLink may terminate	DataLink may terminate	DataLink may terminate	DataLink may terminate	relevant party under this
this Agreement on	this Agreement on	this Agreement on	this Agreement on	Agreement or (iii) the
providing not less than	obligations of Electric			
ten (10) days' notice to	Utility the relevant party			
the Communications	the Communications	the Communications	the Communications	under any law that <del>it <u>the</u></del>
Utility. If the Agreement	party is required to			
is terminated in	is terminated in	is terminated in	is terminated in	observe in order to be
accordance with the	accordance with the	accordance with the	accordance with the	party to such agreement,
provisions of this sub-	DataLink may terminate			

DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
clause neither party shall	clause neither party shall	clause neither party shall	clause neither party shall	this Agreement on
have any liability to the	have any liability to the	have any liability to the	have any liability to the	providing not less than
other party other than	other party other than	other party other than	other party other than	ten (10) days' notice to
that incurred prior to the	that incurred prior to the	that incurred prior to the	that incurred prior to the	the Communications
termination of the	termination of the	termination of the	termination of the	Utility provided that the
Agreement.	Agreement.	Agreement.	Agreement.	notice to terminate this
				Agreement shall be given
				withing fifteen (15) days
				after the relevant laws or
				policies have changed. If
				the Agreement is
				terminated in
				accordance with the
				provisions of this sub-
				clause neither party shall
				have any liability to the
				other party other than
				that incurred prior to the
				termination of the
				Agreement.
E. In the event of	E. In the event of	E. In the event of	E. In the event of	E. In the event of
termination of this	termination of this	termination of this	termination of this	termination of this
Agreement or any of	Agreement or any of	Agreement or any of	Agreement or any of	Agreement or any of
Attaching Utility's rights,	Attaching Utility's rights,	Attaching Utility's rights,	Attaching Utility's rights,	Attaching Utility's rights,
privileges or	privileges or	privileges or	privileges or	privileges or
authorisations	authorisations	authorisations	authorisations	authorisations
hereunder, Owner Utility	hereunder, Owner Utility	hereunder, Owner Utility	hereunder, Owner Utility	hereunder, Owner Utility
may seek removal of	may seek removal of	may seek removal of	may seek removal of	may seek removal of
Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's	Attaching Utility's
Facilities pursuant to the	Facilities pursuant to the	Facilities pursuant to the	Facilities pursuant to the	Facilities pursuant to the
terms of Article XI,	terms of Article XI,	terms of Article XI,	terms of Article XI,	terms of Article XI,
provided, that Attaching	provided, that Attaching	provided, that Attaching	provided, that Attaching	provided, that Attaching
Utility shall be liable for	Utility shall be liable for	Utility shall be liable for	Utility shall be liable for	Utility shall be liable for
and pay all fees and	and pay all fees and	and pay all fees and	and pay all fees and	and pay all fees and
charges pursuant to	charges pursuant to	charges pursuant to	charges pursuant to	charges pursuant to
terms of this Agreement	terms of this Agreement	terms of this Agreement	terms of this Agreement	terms of this Agreement

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	to Owner Utility until				
	Attaching Utility's				
	Facilities are actually				
	removed.	removed.	removed.	removed.	removed.
	F. Attaching Utility may	F. Attaching Utility may	F. Attaching Utility may	N/A	N/A
	terminate this entire	terminate this entire	terminate this entire		
	Agreement, upon sixty	Agreement, upon sixty	Agreement, upon sixty		
	(60) day's prior written	(60) day's prior written	(60) day's prior written		
	notice, in the event that	notice, in the event that	notice, in the event that		
	its authorisation to	its authorisation to	its authorisation to		
	operate a	operate a	operate a		
	telecommunications	telecommunications	telecommunications		
	network using Facilities	network using Facilities	network using Facilities		
	attached to Poles is	attached to Poles is	attached to Poles is		
	revoked or expires and is	revoked or expires and is	revoked or expires and is		
	not replaced by a new	not replaced by a new	not replaced by a new		
	equivalent authorisation	equivalent authorisation	equivalent authorisation		
	or if all Permits are	or if all Permits are	or if all Permits are		
	surrendered and	surrendered and	surrendered and		
	Attachments removed.	Attachments removed.	Attachments removed.		
XXII. TERM OF	A. This Agreement shall				
AGREEMENT	become effective on the				
	date set out above, and,				
	if not terminated in				
	accordance with other				
	provisions of this				
	Agreement, shall				
	continue in effect for a				
	term of fifteen (15)				
	years. Either party may				
	terminate this				
	Agreement at the end of				
	the fifteen (15) year term				
	by giving to the other				
	party written notice of				
	an intention to terminate				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
the Agreement at least				
three (3) years prior to				
the end of the said term.				
Upon failure to give such				
notice of intent to				
terminate either during				
or after the fifteen (15)				
year term, this				
Agreement shall				
automatically continue in				
force until terminated by				
either party after ninety				
(90) calendar days				
written notice.				
B. Even after the				
termination of this				
Agreement, Attaching				
Utility's responsibility				
and indemnity				
obligations shall continue				
with respect to any				
claims or demands				
related to Attaching				
Utility's Facilities as				
provided for in Article				
XVI.	XVI.	XVI, for the limitation	XVI.	XVI.
		period as prescribed by		
		law.		
C. Notwithstanding the				
termination of this				
Agreement, this				
Agreement shall remain				
in full force and effect				
with respect to all Poles				
jointly used by the				

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	parties at the time of				
	such termination.				
XXIII. FORCE	A. Neither Party shall be				
MAJEURE	held liable or deemed to				
	be in default under this				
	Agreement for failure to				
	perform its obligations				
	hereunder if such failure				
	results directly or				
	indirectly from Force				
	Majeure.	Majeure.	Majeure.	Majeure.	Majeure.
	B. For the purpose of this				
	Licence, "Force Majeure"				
	means any				
	circumstances beyond				
	the reasonable control of				
	such Party, including but				
	not limited to:				
	1. war and other				
	hostilities, (whether war				
	be declared or not),				
	invasion, act of foreign				
	enemies, mobilisation,				
	requisition or embargo;				
	2. ionising radiation or				
	contamination by radio-				
	activity from any nuclear				
	fuel or explosives, or				
	other hazardous				
	properties of any				
	explosive nuclear				
	assembly or nuclear				
	components thereof;				
	3. rebellion, revolution,				
	insurrection, military or				

	DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
	usurped power and civil	usurped power and civil	usurped power and civil	usurped power and civil	usurped power and civil
	war, acts of God; and	war, acts of God; and	war, acts of God; and	war, acts of God; and	war, acts of God; and
	4. riot, commotion or	4. riot, commotion or	4. riot, commotion or	4. riot, commotion or	4. riot, commotion or
	disorder, except where	disorder, except where	disorder, except where	disorder, except where	disorder, except where
	solely restricted to	solely restricted to	solely restricted to	solely restricted to	solely restricted to
	employees of the Party.	employees of the Party.	employees of the Party.	employees of the Party.	employees of the Party.
XXIV. DISPUTE	A. Unresolved Disputes.	A. Unresolved Disputes.	A. Unresolved Disputes.	A. Unresolved Disputes.	A. Unresolved Disputes.
RESOLUTION	A dispute between the	A dispute between the	A dispute between the	A dispute between the	A dispute between the
	Parties regarding any	Parties regarding any	Parties regarding any	Parties regarding any	Parties regarding any
	matter relating to the	matter relating to the	matter relating to the	matter relating to the	matter relating to the
	administration of this	administration of this	administration of this	administration of this	administration of this
	Agreement or the breach	Agreement or the breach	Agreement or the breach	Agreement or the breach	Agreement or the breach
	thereof shall be resolved	thereof shall be resolved	thereof shall be resolved	thereof shall be resolved	thereof shall be resolved
	in a fair, expedient and	in a fair, expedient and	in a fair, expedient and	in a fair, expedient and	in a fair, expedient and
	reasonable manner	reasonable manner	reasonable manner	reasonable manner	reasonable manner
	(other than a Gross	(other than a Gross	<del>(other than a Gross</del>	<del>(other than a Gross</del>	<del>(other than a Gross</del>
	Default). The Parties	Default). The Parties	Default). The Parties	<del>Default)</del> . The Parties	<del>Default)</del> . The Parties
	acknowledge that	acknowledge that	acknowledge that	acknowledge that	acknowledge that
	achievement of the	achievement of the	achievement of the	achievement of the	achievement of the
	purpose and intent of	purpose and intent of	purpose and intent of	purpose and intent of	purpose and intent of
	this Agreement shall	this Agreement shall	this Agreement shall	this Agreement shall	this Agreement shall
	require each party to act	require each party to act	require each party to act	require each party to act	require each party to act
	in good faith and fair	in good faith and fair	in good faith and fair	in good faith and fair	in good faith and fair
	dealing. In order to	dealing. In order to	dealing. In order to	dealing. In order to	dealing. In order to
	promptly resolve any	promptly resolve any	promptly resolve any	promptly resolve any	promptly resolve any
	misunderstandings,	misunderstandings,	misunderstandings,	misunderstandings,	misunderstandings,
	conflicts or disputes that	conflicts or disputes that	conflicts or disputes that	conflicts or disputes that	conflicts or disputes that
	may interfere in the	may interfere in the	may interfere in the	may interfere in the	may interfere in the
	achievement of the	achievement of the	achievement of the	achievement of the	achievement of the
	principal goals and	principal goals and	principal goals and	principal goals and	principal goals and
	objectives of the parties,	objectives of the parties,	objectives of the parties,	objectives of the parties,	objectives of the parties,
	the Parties shall escalate	the Parties shall escalate	the Parties shall escalate	the Parties shall escalate	the Parties shall escalate
	such misunderstandings,	such misunderstandings,	such misunderstandings,	such misunderstandings,	such misunderstandings,
	conflicts or disputes in	conflicts or disputes in	conflicts or disputes in	conflicts or disputes in	conflicts or disputes in
	the manner set out	the manner set out	the manner set out	the manner set out	the manner set out
	below.	below.	below.	below.	below.

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
E	B. Initial Meeting. In the				
e	event of a				
r	misunderstanding,	misunderstanding,	misunderstanding,	misunderstanding,	misunderstanding,
(	conflict or dispute, a				
r	meeting shall be held				
1	promptly between the				
	Parties to attempt in				
ŧ	good faith to consult and				
r	negotiate with each				
(	other, and, recognising				
t	their mutual interests,				
i i i i i i i i i i i i i i i i i i i	attempt to reach a just				
i i i i i i i i i i i i i i i i i i i	and equitable solution				
S	satisfactory to both				
1	parties. In the event that				
	any matter cannot be				
	promptly resolved by the				
r	representatives	representatives	representatives	representatives	representatives
(	designated in Article				
	XXVI to receive notices				
(	or their respective				
(	designees, either party				
r	may further escalate				
S	such misunderstandings,				
(	conflicts or disputes in				
t	the manner set out				
	below.	below.	below.	below.	below.
(	C. Alternative Dispute				
<u> </u>	Resolution.	Resolution.	Resolution.	Resolution.	Resolution.
i	i. <u>Appointment of</u>				
<u> </u>	Mediator. If, within thirty				
(	(30) days after such				
r	meeting, the Parties are				
r	not successful in				
r	negotiating a resolution				
t	to the dispute, they will				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
jointly appoint a	jointly appoint a	jointly appoint a	jointly appoint a	jointly appoint a
mutually acceptable	mutually acceptable	mutually acceptable	mutually acceptable	mutually acceptable
neutral person not	neutral person not	neutral person not	neutral person not	neutral person not
affiliated with either of	affiliated with either of	affiliated with either of	affiliated with either of	affiliated with either of
them (the "Mediator").	them (the " <b>Mediator</b> ").	them (the " <b>Mediator</b> ").	them (the <mark>"Mediator"</mark> ).	them (the <mark>"Mediator"</mark> ).
The Parties shall share	The Parties shall share	The Parties shall share	The Parties shall share	The Parties shall share
the fees of the Mediator	the fees of the Mediator	the fees of the Mediator	the fees of the Mediator	the fees of the Mediator
equally; however each	equally; however each	equally; however each	equally; however each	equally; however each
Party shall assume its	Party shall assume its	Party shall assume its	Party shall assume its	Party shall assume its
own cost including legal	own cost including legal	own cost including legal	own cost including legal	own cost including legal
and consulting fees,	and consulting fees,	and consulting fees,	and consulting fees,	and consulting fees,
expert witness fees and	expert witness fees and	expert witness fees and	expert witness fees and	expert witness fees and
other out-of-pocket	other out-of-pocket	other out-of-pocket	other out-of-pocket	other out-of-pocket
expenses in connection	expenses in connection	expenses in connection	expenses in connection	expenses in connection
with such mediation. The	with such mediation. The	with such mediation. The	with such mediation. The	with such mediation. The
location of any	location of any	location of any	location of any	location of any
mediation will be Grand	mediation will be Grand	mediation will be Grand	mediation will be Grand	mediation will be Grand
Cayman, Cayman Islands	Cayman, Cayman Islands	Cayman, Cayman Islands	Cayman, Cayman Islands	Cayman, Cayman Islands
if the Parties do not	if the Parties do not	if the Parties do not	if the Parties do not	if the Parties do not
agree on an alternative	agree on an alternative	agree on an alternative	agree on an alternative	agree on an alternative
location. If the Parties	location. If the Parties	location. If the Parties	location. If the Parties	location. If the Parties
agree, or if the mediator	agree, or if the mediator	agree, or if the mediator	agree, or if the mediator	agree, or if the mediator
believes the nature of	believes the nature of	believes the nature of	believes the nature of	believes the nature of
the dispute could be	the dispute could be	the dispute could be	the dispute could be	the dispute could be
effectively resolved	effectively resolved	effectively resolved	effectively resolved	effectively resolved
without face-to-face	without face-to-face	without face-to-face	without face-to-face	without face-to-face
mediation sessions, a	mediation sessions, a	mediation sessions, a	mediation sessions, a	mediation sessions, a
telephonic or other	telephonic or other	telephonic or other	telephonic or other	telephonic or other
electronic mediation	electronic mediation	electronic mediation	electronic mediation	electronic mediation
session may be used.	session may be used.	session may be used.	session may be used.	session may be used.
Performance of this	Performance of this	Performance of this	Performance of this	Performance of this
Agreement shall	Agreement shall	Agreement shall	Agreement shall	Agreement shall
continue during dispute	continue during dispute	continue during dispute	continue during dispute	continue during dispute
escalation and/or	escalation and/or	escalation and/or	escalation and/or	escalation and/or
mediation proceedings.	mediation proceedings.	mediation proceedings.	mediation proceedings.	mediation proceedings.
No payments due or	No payments due or	No payments due or	No payments due or	No payments due or

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
payable to Owner Utility				
shall be withheld on				
account of pending				
reference to such				
escalation and/or				
mediation proceedings.				
ii. In consultation with				
the Mediator, the Parties				
will also select a date				
and time for the				
mediation to be held and				
a date by which the				
mediation will be				
completed. The				
Mediator will make the				
decision as to the				
procedure, the date and				
time, and the date of				
completion if the Parties				
have been unable to				
agree on any such				
matters within ten (10)				
days after initial				
consultation with the				
Mediator.	Mediator.	Mediator.	Mediator.	Mediator.
iii. Unresolved Disputes.				
The Parties involved in				
the dispute shall				
participate in good faith				
in the mediation to its				
conclusion as designed				
by the Mediator. If the				
Parties are not successful				
in resolving the dispute				
through mediation, then				
either Party may, upon				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
notice to the other Party,				
elect to finally resolve				
the dispute by				
arbitration.	arbitration.	arbitration.	arbitration.	arbitration.
D. Binding Commercial				
Arbitration. In the event				
the procedures of this				
Article, Paragraphs B and				
C do not resolve the				
dispute and in cases	dispute and in cases	dispute and in cases	dispute <del>and in cases</del>	dispute <del> and in cases</del>
relating to Gross Default,				
and the Parties agree to				
resolve the dispute by				
binding arbitration, the				
dispute shall be resolved				
under this Paragraph				
rather than by litigation.				
The following procedures				
and requirements shall				
apply to any arbitration				
hereunder.	hereunder.	hereunder.	hereunder.	hereunder.
i. <u>Procedures</u> . The matter				
shall be subject to and				
settled finally by binding				
arbitration in accordance				
with the International				
Arbitration Rules of the				
International Centre for				
Dispute Resolution (the				
international division of				
the American Arbitration				
Association). The place of				
arbitration shall be				
Grand Cayman, Cayman				
Islands and the				
governing law of the				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
arbitration shall be the	arbitration shall be the	arbitration shall be the	arbitration shall be the	arbitration shall be the
substantive law of the	substantive law of the	substantive law of the	substantive law of the	substantive law of the
Cayman Islands. The	Cayman Islands. The	Cayman Islands. The	Cayman Islands. The	Cayman Islands. The
language to be used in	language to be used in	language to be used in	language to be used in	language to be used in
the proceedings shall be	the proceedings shall be	the proceedings shall be	the proceedings shall be	the proceedings shall be
English.	English.	English.	English.	English.
ii. Notice/Statement of	ii. Notice/Statement of	ii. Notice/Statement of	ii. Notice/Statement of	ii. Notice/Statement of
Facts. The notice of the	<u>Facts</u> . The notice of the	<u>Facts</u> . The notice of the	<u>Facts</u> . The notice of the	<u>Facts</u> . The notice of the
Party electing arbitration	Party electing arbitration	Party electing arbitration	Party electing arbitration	Party electing arbitration
shall be provided to the	shall be provided to the	shall be provided to the	shall be provided to the	shall be provided to the
other party and shall	other party and shall	other party and shall	other party and shall	other party and shall
include a statement of	include a statement of	include a statement of	include a statement of	include a statement of
the facts or	the facts or	the facts or	the facts or	the facts or
circumstances causing	circumstances causing	circumstances causing	circumstances causing	circumstances causing
the controversy and the	the controversy and the	the controversy and the	the controversy and the	the controversy and the
resolution,	resolution,	resolution,	resolution,	resolution,
determination or relief	determination or relief	determination or relief	determination or relief	determination or relief
sought by the Party	sought by the Party	sought by the Party	sought by the Party	sought by the Party
desiring arbitration.	desiring arbitration.	desiring arbitration.	desiring arbitration.	desiring arbitration.
iii. <u>Selection and</u>	iii. <u>Selection and</u>	iii. Selection and	iii. Selection and	iii. Selection and
Background of	Background of	Background of	Background of	Background of
Arbitrators. The arbitral	Arbitrators. The arbitral	Arbitrators. The arbitral	<u>Arbitrators</u> . The arbitral	<u>Arbitrators</u> . <del>The arbitral</del>
tribunal shall be	tribunal shall be	<del>tribunal shall be</del>	<del>tribunal shall be</del>	tribunal shall be
comprised of a panel of	comprised of a panel of	<del>comprised of</del> <u>Such</u>	<del>comprised of</del> <u>Such</u>	comprised of Such
three (3) arbitrators and	three (3) arbitrators and	arbitration shall be	arbitration shall be	arbitration shall be
each Party shall	each Party shall	<u>conducted before</u> a	<u>conducted before</u> a	<u>conducted before</u> a
nominate one arbitrator,	nominate one arbitrator,	panel of three (3)	panel of three (3)	panel of three (3)
and the two arbitrators	and the two arbitrators	arbitrators and each	arbitrators and each	arbitrators and each
appointed shall appoint	appointed shall appoint	Party shall nominate one	Party shall nominate one	Party shall nominate one
the third arbitrator. The	the third arbitrator. The	arbitrator, and the two	arbitrator, and the two	arbitrator, and the two
Party filing the notice	Party filing the notice	arbitrators appointed	arbitrators appointed	arbitrators appointed
electing arbitration shall	electing arbitration shall	shall appoint the third	shall appoint the third	shall appoint the third
strike first and the other	strike first and the other	arbitrator. The Party	arbitrator. The Party	arbitrator. The Party
Party shall strike second.	Party shall strike second.	filing the notice electing	filing the notice electing	filing the notice electing
The third arbitrator	The third arbitrator	arbitration shall strike	arbitration shall strike	arbitration shall strike
appointed by the first	appointed by the first	first and the other Party	first and the other Party	first and the other Party

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
two arbitrators shall be	two arbitrators shall be	shall strike second. The	shall strike second. The	shall strike second. The
the chairman of the	the chairman of the	third arbitrator	third arbitrator	third arbitrator
arbitration panel. The	arbitration panel. The	appointed by the first	appointed by the first	appointed by the first
arbitrators named shall	arbitrators named shall	two arbitrators shall be	two arbitrators shall be	two arbitrators shall be
be competent by virtue	be competent by virtue	the chairman of the	the chairman of the	the chairman of the
of education and	of education and	arbitration panel. The	arbitration panel. The	arbitration panel. The
experience in the	experience in the	arbitrators Arbitrators	arbitrators Arbitrators	arbitrators Arbitrators
particular matter subject	particular matter subject	named shall be	named shall be	named shall be
to arbitration.	to arbitration.	competent by virtue of	competent by virtue of	competent by virtue of
		education and	education and	education and
		experience in the	experience in the	experience in the
		particular matter subject	particular matter subject	particular matter subject
		to arbitration.	to arbitration.	to arbitration.
E. <u>Settlement</u>				
Conference/Stipulation.	Conference/Stipulation.	Conference/Stipulation.	Conference/Stipulation.	Conference/Stipulation.
Before the matter is				
presented to the				
arbitrator or panel of				
arbitrators, a conference				
shall be held to attempt				
to voluntarily resolve the				
controversy or if that is				
not possible, to stipulate				
to as many facts as				
possible and to clarify,				
narrow and finalise the				
issues to be submitted to				
 arbitration.	arbitration.	arbitration.	arbitration.	arbitration.
F. Limitation on				
Authority of Arbitrators.				
The arbitrator(s) shall				
have no authority, power				
or jurisdiction to alter,				
amend, change, modify,				
add to or subtract from				
any of the provisions of				

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
 (2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
this Agreement or to	this Agreement or to	this Agreement or to	this Agreement or to	this Agreement or to
decide any issues other	decide any issues other	decide any issues other	decide any issues other	decide any issues other
than the issues or	than the issues or	than the issues or	than the issues or	than the issues or
controversies set forth in	controversies set forth in	controversies set forth in	controversies set forth in	controversies set forth in
the notice instituting the	the notice instituting the	the notice instituting the	the notice instituting the	the notice instituting the
arbitration.	arbitration.	arbitration.	arbitration.	arbitration.
G. Final and Binding	G. Final and Binding	G. Final and Binding	G. Final and Binding	G. Final and Binding
Award. In the event of	Award. In the event of	<u>Award</u> . <del>In the event of</del>	<u>Award</u> . <del>In the event of</del>	<u>Award</u> . In the event of
default by any party in	default by any party in	default by any party in	default by any party in	default by any party in
respect of any	respect of any	respect of any	respect of any	respect of any
procedural order made	procedural order made	procedural order made	procedural order made	procedural order made
by the tribunal, the	by the tribunal, the	<del>by the tribunal, the</del>	<del>by the tribunal, the</del>	<del>by the tribunal, the</del>
tribunal shall have the	tribunal shall have the	tribunal shall have the	tribunal shall have the	tribunal shall have the
power to proceed with	power to proceed with	<del>power to proceed with</del>	<del>power to proceed with</del>	power to proceed with
the arbitration and to	the arbitration and to	the arbitration and to	the arbitration and to	the arbitration and to
deliver its award. Any	deliver its award. Any	<del>deliver its award. Any</del>	<del>deliver its award. Any</del>	<del>deliver its award. Any</del>
award or procedural	award or procedural	award or procedural	award or procedural	award or procedural
decision of the arbitral	decision of the arbitral	decision of the arbitral	decision of the arbitral	decision of the arbitral
tribunal shall, if	tribunal shall, if	<del>tribunal shall, if</del>	<del>tribunal shall, if</del>	<del>tribunal shall, if</del>
necessary, be made by a	necessary, be made by a	necessary, be made by a	<del>necessary, be made by a</del>	necessary, be made by a
majority and, in the	majority and, in the	majority and, in the	majority and, in the	majority and, in the
event that no majority	event that no majority	event that no majority	event that no majority	event that no majority
may be formed, the	may be formed, the	may be formed, the	may be formed, the	<del>may be formed, the</del>
presiding arbitrator shall	presiding arbitrator shall	presiding arbitrator shall	presiding arbitrator shall	presiding arbitrator shall
make his determination	make his determination	make his determination	make his determination	make his determination
as if he were a sole	as if he were a sole	<del>as if he were a sole</del>	<del>as if he were a sole</del>	<del>as if he were a sole</del>
arbitrator. All awards	arbitrator. All awards	<del>arbitrator. All awards</del>	arbitrator. All awards	<del>arbitrator. All awards</del>
shall be final and binding	shall be final and binding	shall be final and binding	shall be final and binding	shall be final and binding
on the parties. By	on the parties. By	on the parties. By	on the parties. By	on the parties. By
agreeing to arbitration	agreeing to arbitration	agreeing to arbitration	agreeing to arbitration	agreeing to arbitration
under this clause the	under this clause the	under this clause the	under this clause the	under this clause the
parties waive irrevocably	parties waive irrevocably	parties waive irrevocably	parties waive irrevocably	parties waive irrevocably
their right to any form of	their right to any form of	their right to any form of	their right to any form of	their right to any form of
appeal, review or	appeal, review or	<del>appeal, review or</del>	appeal, review or	appeal, review or
recourse to any state	recourse to any state	recourse to any state	recourse to any state	recourse to any state
court or other judicial	court or other judicial	<del>court or other judicial</del>	<del>court or other judicial</del>	<del>court or other judicial</del>

DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
authority, insofar as such				
waiver may be validly				
made.	made.	made. If the parties	made. If the parties	made. If the parties
		agree to binding	agree to binding	agree to binding
		arbitration, the decision	arbitration, the decision	arbitration, the decision
		or award of the	or award of the	or award of the
		arbitrator or panel of	arbitrator or panel of	arbitrator or panel of
		abritrators shall be final	abritrators shall be final	abritrators shall be final
		and binding upon the	and binding upon the	and binding upon the
		Parties and the Parties	Parties and the Parties	Parties and the Parties
		shall do such acts as the	shall do such acts as the	shall do such acts as the
		arbitrator's decision or	arbitrator's decision or	arbitrator's decision or
		award may require of	award may require of	award may require of
		them. Judgment upon	them. Judgment upon	them. Judgment upon
		any award rendered by	any award rendered by	any award rendered by
		the arbitrator or panel of	the arbitrator or panel of	the arbitrator or panel of
		arbitrators may be	arbitrators may be	arbitrators may be
		entered into any court	entered into any court	entered into any court
		having jurisdiction and	having jurisdiction and	having jurisdiction and
		execution issued	execution issued	execution issued
		thereon. This provision	thereon. This provision	thereon. This provision
		shall survive the	shall survive the	shall survive the
		termination of this	termination of this	termination of this
		Agreement.	Agreement.	Agreement.
H. Cost of Arbitration.				
The cost of the arbitrator				
or panel of arbitrators				
shall be divided equally				
between the Parties.				
Each Party shall assume				
its own cost including				
legal and consulting fees,				
expert witness fees and				
other out-of-pocket				
expenses.	expenses.	expenses.	expenses.	expenses.

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
XXV. AMENDING	Notwithstanding other	Notwithstanding other	Notwithstanding other	Notwithstanding other	Notwithstanding other
AGREEMENT	provisions of this	provisions of this	provisions of this	provisions of this	provisions of this
	Agreement, the terms	Agreement, the terms	Agreement, the terms	Agreement, the terms	Agreement, the terms
	and conditions of this	and conditions of this			
	Agreement shall not be	Agreement shall not be			
	amended, changed or	amended, changed or	amended, changed or	amended, changed or	amended, changed or
	altered except in writing	altered except in writing			
	and with approval by	and with approval by			
	authorised	authorised	authorised	authorised	authorised
	representatives of both	representatives of both	representatives of both	representatives of both	representatives of both
	parties.	parties.	parties.	parties.	parties.
XXVI. NOTICES	A. Wherever in this	A. Wherever in this			
	Agreement notice is	Agreement notice is	Agreement notice is	Agreement notice is	Agreement notice is
	required to be given by	required to be given by			
	either party to the other,	either party to the other,			
	such notice shall be in	such notice shall be in			
	writing and shall be	writing and shall be			
	effective if personally	effective if personally	effective if personally	effective if personally	effective if personally
	delivered or may be	delivered or may be			
	given by facsimile or	given by facsimile or			
	mailed by registered	mailed by registered	mailed by registered	mailed-by registered	mailed by registered
	post, with postage	post, with postage	post, with postage	<del>post</del> , with postage	<del>post</del> , with postage
	prepaid, properly	prepaid, properly	prepaid, properly	prepaid, properly	prepaid, properly
	addressed as follows:	addressed as follows:	addressed as follows:	addressed as follows:	addressed as follows:
	If to DataLink, at:	<u>N/A</u>			
	If to Electric Utility, at:	If to Electric Utility, at:			
	If to Communications	If to Communications	If to Communications	If to Communications	If to Communications
	<u>Utility, a</u> t	<u>Utility, a</u> t	<u>Utility, a</u> t	<u>Utility, a</u> t	<u>Utility, a</u> t
	Or to such other address	Or to such other address			
	as either party, from	as either party, from			
	time to time, may give	time to time, may give			
	the other party in	the other party in			
	writing.	writing.	writing.	writing.	writing.
	Notice shall be deemed	Notice shall be deemed			
	to have been made to	to have been made to			

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	the other Party on the				
	day of delivery in the				
	case of personal,				
	facsimile or courier and				
	five days following the				
	date of mailing in the				
	case of postal delivery.				
	B. Both the Owner Utility				
	and Attaching Utility				
	shall provide one				
	another with a				
	comprehensive and				
	periodically-updated list				
	of names and telephone				
	numbers that will enable				
	each Utility to reach the				
	other in cases of				
	emergency or to report				
	damage to either Utility's				
	facilities.	facilities.	facilities.	facilities.	facilities.
XXVII. ENTIRE	This Agreement				
AGREEMENT	supersedes all previous				
	agreements, whether				
	written or oral, between				
	Owner Utility and				
	Attaching Utility for				
	placement and				
	maintenance of				
	Attaching Utility's				
	Facilities on Owner				
	Utility's Poles within the				
	Owner Utility's				
	geographical service area				
	covered by this				
	Agreement; and there				
	are no other provisions,				

	DataLink-C3	DataLink-Digicel	DataLink-Flow	DataLink-Logic	CUC-DataLink
	(2022-07-13)	(2022-04-21)	(2016-11-18)	(2013-07-18)	(2012-03-20)
	terms or conditions to				
	this Agreement except as				
	expressed herein.				
XXVIII.	If any provision or				
SEVERABILITY	portion thereof of this				
	Agreement is or				
	becomes invalid under				
	any applicable statute or				
	rule of law, and such				
	invalidity does not				
	materially alter the				
	essence of the				
	Agreement to either				
	party, such provision				
	shall not render				
	unenforceable this entire				
	Agreement but rather it				
	is the intent of the				
	parties that the				
	Agreement be				
	administered as if not				
	containing the invalid				
	provision.	provision.	provision.	provision.	provision.
XXIX.	The validity,				
GOVERNING LAW	performance and all				
	matters relating to the				
	effect of this Agreement				
	and any amendment				
	hereto shall be governed				
	by and construed in				
	accordance with the laws				
	of the Cayman Islands.				
XXX.	The Recitals stated above				
INCORPORATION	and all appendices to the				
OF RECITALS AND	Agreement are				
APPENDICES	incorporated into and				

DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
constitute part of this	constitute part of this	constitute part of this	constitute part of this	constitute part of this
Agreement.	Agreement.	Agreement.	Agreement.	Agreement.
The Electric Utility has	The Electric Utility has	The Electric Utility has	The Electric Utility has	N/A
executed this Agreement	executed this Agreement	executed this Agreement	executed this Agreement	
solely for the purpose of	solely for the purpose of	solely for the purpose of	solely for the purpose of	
receiving the benefit of	receiving the benefit of	receiving the benefit of	receiving the benefit of	
the indemnities and	the indemnities and	the indemnities and	the indemnities and	
other protections that	other protections that	other protections that	other protections that	
are set out in this	are set out in this	are set out in this	are set out in this	
Agreement.	Agreement.	Agreement.	Agreement.	