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26 August 2015

Ms. Claire Stafford
Company Secretary
DataLink Ltd.
457 North Sound Road
P.O Box 38
Grand Cayman KY1-1101
CAYMAN ISLANDS

Via email

Dear Ms. Stafford,

Re: Request for Information

On 12 September 2014, the Information and Communications Technology Authority (the 'Authority' or 'ICTA') received a determination request filed by Infinity Broadband, Ltd ('Infinity') under the Information and Communications Technology Authority Dispute Resolution Regulations (2003), relating to the provision by DataLink, Ltd ('DataLink') of its pole attachment services (the 'Dispute').

On 2 October 2014, DataLink submitted its response to the dispute determination request submitted by Infinity.

DataLink is obliged under its Licence (Licence Condition 4.1), the Dispute Resolution Regulations, 2003 (Regulation 8) and the Authority Law (2011 Revision,) to provide the Authority in the manner and at the times required by the Authority, on reasonable notice, any information requested.

On 26 June 2015, the Authority requested that DataLink provide the Authority with the following information:

1. Please provide a copy of the non-redacted version of Appendix A (Pole Attachment Fees) of the CUC/DataLink Master Joint Use Pole Agreement, dated 20 March 2012.
2. Please provide a copy of the non-redacted version of the Deed of Variation between CUC and Infinity relating to the Master Pole Joint Use Agreement, dated 22 November 2005.
3. Please provide a copy of the non-redacted version of Schedule B to the Agreement for Licensed Occupancy of CUC Poles by LIME, dated 5 November 1996.
4. Please clarify whether the Quarterly Attachment Fee and the Quarterly Pole Rental Fee relate to the same service provided by DataLink. If it is not, please explain what is the difference between the service charged as Quarterly Attachment Fee and the service charged as Quarterly Pole Rental Fee.
5. Please list per each Licensee (Attaching Utility) all the relevant fees (per pole) that have been applicable in relation to the use (or expected use) of CUC's Poles, on a quarterly basis from Quarter 1 (January – March) 2012 through to end of Quarter 1 (January – March) 2015, as shown in Table 1.
6. Please provide the following information regarding the Poles used (or expected to be used) by each Licensee (Attaching Utility), on a quarterly basis from Quarter 1 (January March) 2012 through to end of Quarter 1 (January-March) 2015, as shown in Table 2.

On 21 July 2015, DataLink submitted its response to the Authority's request for information, including the following documents for which it claimed confidentiality:

1. A non-redacted copy of Appendix A (Pole Attachment Fees) of the CUC/DataLink Master Joint Use Pole Agreement, dated 20 March 2012.
2. A copy of the non-redacted version of the Deed of Variation between CUC and Infinity relating to the Master Pole Joint Use Agreement, dated 22 November 2005.
3. A copy of the non-redacted version of Schedule B to the Agreement for Licensed Occupancy of CUC Poles by LIME, dated 5 November 1996.

In response to the Authority's request under point 4 above, DataLink confirmed that the Quarterly Attachment Fee and the Quarterly Pole Rental Fee relate to the same service provided by DataLink, and that "...[t]he two terms are, however, synonymous."

In response to the Authority's requests under points 5 and 6 above, DataLink completed Table 1 and Table 2 with the information requested.

The Authority has examined the information DataLink has provided in its submission and requires that DataLink provide it with the following additional information:

1. Please provide a copy of the non-redacted version of Appendix A Pole Attachment Fees to the Master Pole Joint Use Agreement between Caribbean Utilities Company, Ltd. and Infinity Broadband, Ltd., dated 22 November 2005.
2. The Authority notes DataLink's statements that "
and that "[s]ince receiving its ICT Licence in 2012, DataLink has attempted to negotiate a replacement Master Joint Use Pole Agreement with LIME and with Infinity with a view to ensuring essentially the same terms and conditions for all attaching ICT Licensees." Further, the Authority notes that Quarterly Pole Rental Fee paid by LIME has increased
in previous quarters. Please (a) confirm whether the increase in Quarterly Pole Rental Fee paid by LIME is a result of renegotiations of the terms and conditions of the Agreement for Licensed Occupancy of Caribbean Utilities Company, Ltd. Poles by Cable and Wireless (Cayman Islands) Ltd.; if the answer to (a) is yes, (b) provide a copy of the new terms and conditions relating to the Quarterly Pole Rental Fee and other price-related features of the agreement; and if the answer to (a) is no, (c) provide a detailed clarification as to how the new Quarterly Pole Rental Fee paid by LIME has been negotiated and agreed between the parties.
3. Please (1) indicate in writing to the Authority that DataLink does not intend to make any confidentiality claim in relation to the content of the pages 1 and 2 of DataLink's response to the Authority, as well as the information provided in Table 1 and Table 2, which were included in DataLink's submission; or (2) provide a redacted version of DataLink's response to the Authority, dated 21 July 2015, redacting the portions of the response that DataLink considers confidential and providing the reasons for each confidentiality claim and the other requirements for confidentiality claims as specified in the ICTA Law (Confidentiality) Regulations, 2003 (<http://www.icta.ky/docs/Regs/ICTA%20Confidentiality%20Regulations.pdf>), **by 5 p.m., 5 September 2015.**

Unless otherwise indicated, DataLink is required to provide its response to the information requested above by **5 p.m., 16 September 2015**.

If DataLink files any information in confidence with the Authority, it should also file redacted versions for the public record along with the reasons for each confidentiality claim and the other requirements for confidentiality claims as specified in the ICTA Law (Confidentiality) Regulations, 2003.

At this time, the Authority is providing this letter in confidence to DataLink. However, in order to maintain a full public record of the proceedings in this matter, DataLink is hereby directed **by 5 p.m., 5 September 2015**, to either: 1) indicate in writing to the Authority that it does not intend to make any confidentiality claim in relation to the content of this ICTA letter; or, 2) provide a redacted version of this letter to the Authority redacting the portions of the questions that it considers confidential and providing the reasons for each confidentiality claim and the other requirements for confidentiality claims as specified in the ICTA Law (Confidentiality) Regulations, 2003.

Yours sincerely,

[signed]

Dr. Russell Richardson
General Counsel and Deputy Director Industry Affairs