

WHOLESALE SUB-DUCT AGREEMENT

BETWEEN

CABLE AND WIRELESS CAYMAN LIMITED

and

INFINITY BROADBAND LIMITED

TABLE OF CONTENTS

Clause	Page
1. DEFINITIONS	4
2. LICENCE	7
3. ROUTE SURVEYS	7
4. UNDERTAKINGS OF THE SUPPLIER	8
5. UNDERTAKINGS OF THE CUSTOMER	8
6. PAYMENT TERMS	9
7. TERM	9
8. TERMINATION	10
9. CONSEQUENCES OF TERMINATION	11
10. FORCE MAJEURE	12
11. MAINTENANCE RESPONSIBILITIES	12
12. INTELLECTUAL PROPERTY RIGHTS	12
13. DISPUTE ESCALATION/RESOLUTION	12
14. LIABILITY AND INDEMNITIES	13
15. CONFIDENTIALITY	14
16. NOTICES	14
17. ASSIGNMENT	15
18. ENTIRE AGREEMENT	16
19. MODIFICATION	16
20. NO WAIVER	16
21. SEVERABILITY	16
22. GOVERNING LAW	17
Schedule 1	18
INTERFACE CHAMBER/BREAKOUT LOCATIONS AND DESCRIPTION AND MAP OF ROUTES	18
Route 1	18
Route 1	18
Plan of Routes	19
Route 1	19

TERM AND CHARGES23

SCHEDULE 1	INTERFACE CHAMBER/BREAKOUT LOCATION AND PLAN OF ROUTE
SCHEDULE 2	CUSTOMER WORK
SCHEDULE 3	MAINTENANCE RESPONSIBILITIES
SCHEDULE 4	TERM AND CHARGES
SCHEDULE 5	PROCEDURES AND SPECIFICATIONS FOR ENTRY IN SUPPLIER CHAMBERS
SCHEDULE 6	HANDOVER CERTIFICATE

THIS AGREEMENT is made the 9th day of November 2015, (the "Effective Date")

BETWEEN

- (1) **INFINITY BROADBAND LIMITED**, whose registered office is at Suite 22, Cayman Grand Harbour, Grand Cayman ("the Customer") and;
- (2) **Cable and Wireless (Cayman Islands) Limited**, a company duly incorporated under the laws of the Cayman Islands, having its registered office at Leeward 4, Safehaven Corporate Centre, P.O. Box 293 GT, Grand Cayman, Cayman Islands ("the Supplier")

(each a "Party" and collectively the "Parties")

WHEREAS:

- A. The Supplier and the Customer have both been granted licences to operate an ICT network by the Information and Communications Technology Authority.
- B. The Customer wishes to acquire, and the Supplier wishes to grant for the Term, the right to use space within the Supplier Duct as hereinafter defined and all ancillary rights as the Rights are hereinafter defined the route of which is shown on the map in Schedule 1 subject to the terms of this Agreement.
- C. The Supplier wishes to provide, and the Customer wishes to take maintenance services in respect of the Supplier Duct on the terms of Clause 11 and Schedule 3.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement:

"Associated Company" means as the context may require in relation to a Party, either: (i) that Party's ultimate Holding Company (if any) or any Subsidiary thereof; or (ii) if the Party has no ultimate Holding Company, any Subsidiary of that Party;

"Agreement" means this agreement including any Schedules annexed hereto;

"Base Rate" means the base lending rate of the First Caribbean International Bank in the Cayman Islands on the first Working Day of the month of the relevant invoice.

"Breakout Chamber" means the existing chambers belonging to the Supplier at a Breakout Location;

"Breakout Location" means the locations at which the Customer shall be permitted to break out the Customer Cable from the Customer Sub-Duct at the Breakout Chamber as such locations are detailed in Schedule 1;

"Breakout Duct" means the duct installed by the Supplier connecting a Breakout Chamber with premises or facilities other than the Customer Duct System;

"Charges" means collectively the Non-Recurring Charges and the Recurring Charges set out in Schedule 4;

"Commencement Date" means the date on which the Supplier notifies Customer that all Customer Sub-Duct in respect of all Routes specified in a purchase order is ready for the installation of the Customer Cable;

"Competent Authority" means any agency, authority, department, inspectorate, minister, official, court, tribunal, or public or statutory person (whether autonomous or not) of the Cayman Islands, the governments thereof, or any other such body which has jurisdiction over the Parties or all or part of the subject matter of this Agreement;

"Customer Licence" means the authority granted to the Customer under the *Information and Communications Technology Authority Law* (as amended from time to time), pursuant to which the Customer has the necessary rights to exercise the Rights granted under this Agreement;

"Customer Cable" means the fibre optic cables belonging to the Customer which are permitted to be installed by the Customer at the sole and entire cost of the Customer within the Customer Sub-Duct, the Supplier Duct and the Supplier Chambers subject to this Agreement;

"Customer Duct System" means the duct and chambers belonging to the Customer which the Customer wishes to connect to the Supplier Infrastructure subject to this Agreement;

"Customer Sub-Duct" means the one-inch (1") sub-duct which Supplier shall install at the sole and entire cost of the Customer in the Supplier Duct and the Supplier Chambers, and into which the Customer shall be permitted to install the Customer Cable, subject to this Agreement;

"Customer Work" means the work to be carried out by the Customer at the sole and entire cost of the Customer as set out in Schedule 2;

"Handover Certificate" means the certificate at Schedule 6 which the Parties shall complete to record the Commencement Date;

"Intellectual Property Rights" means all rights in software, inventions, patents, copyrights, design rights, semiconductor topography and chip design rights, database rights, trade marks and trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world;

"Interface Chamber" means those existing chambers belonging to the Supplier at each end of the Supplier Duct at which point the Customer is permitted to access the Supplier Duct via Interface Duct as detailed in Schedule 1;

"Interface Duct" means the duct installed by the Supplier at the sole and entire cost of the Customer connecting the Interface Chamber to the Customer Duct System;

"IPR Claim" means an action or claim by a person that the use or receipt of the Services, Circuit Equipment, Systems, or other IPR supplied by the Supplier in connection with this Agreement infringes the Intellectual Property Rights of that or any other person;

"Law" means (i) any law, statute, regulation, instruction, guideline or code of conduct having force of law of any governmental or other regulatory authority or agency of competent jurisdiction or (ii) any term in any regulatory or governmental licence required for the performance of this Agreement;

"Maintenance Responsibilities" means the arrangements detailed in Schedule 3;

"Major Fault" means a fault where there is major damage to the Supplier Infrastructure which causes a total loss of electronic communications transmission in the Customer Cable;

"Non-Recurring Charges" means the non-recurring Charges payable by the Customer as set out in Schedule 4;

“the Plan” means the plan annexed at Schedule 1;

“Recurring Charges” means the monthly recurring Charges payable by the Customer as set out in Schedule 4;

“Rights” means the rights granted pursuant to clause 2.1 of this Agreement;

“Route” means the route over which the Supplier Duct is installed as shown on the plan in Schedule 1 and “Routes” shall be construed accordingly;

“Services” means the services to be provided by the Supplier to the Customer hereunder (including without limitation the ability to exercise the Rights) and Service shall mean any one of them;

“Specification” means the procedures and specifications set out in Schedule 5 to which the Customer shall conform;

“Supplier Chambers” means the existing chambers (including the Interface Chambers and Breakout Chambers, if any) installed on the Supplier Duct as shown on the Plan;

“Supplier Duct” means the duct belonging to the Supplier (including for the avoidance of doubt Breakout Duct and Interface Duct) into which the Customer Sub-Duct shall be installed pursuant to this Agreement;

“Supplier Infrastructure” means the Supplier's network as it may exist from time to time including optical fibres, cables, Supplier Duct, Supplier Chambers and all ancillary apparatus, software and equipment which is owned or operated by the Supplier whether owned, leased or made available to the Supplier under agreement with a third party;

“Term” means, in respect of the Route, the period of years as set out in Schedule 4 commencing on the Commencement Date;

“Test” means the conducting of testing for the purpose of proving which the Supplier shall permit the Customer to carry out on the Customer Sub-Duct prior to the Commencement Date or shall carryout itself during the Term pursuant to Schedule 3 and “Testing” shall be construed accordingly;

“Working Day” means any normal working day other than a weekend, public or bank holiday in the place in which the relevant right or obligation may be exercised or performed;

- 1.2 In this Agreement any undertaking by either Party not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
- 1.3 In this Agreement the expressions Supplier and Customer shall include their respective successors and permitted assigns.
- 1.4 In this Agreement the singular includes the plural and vice versa. Headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.5 References to Clauses annexes and schedules are, unless otherwise provided, references to Clauses of this Agreement and annexes and schedules to this Agreement.
- 1.6 References to Parties are to Parties to this Agreement.
- 1.7 Reference to any enactment, order, regulation, legislation or other similar instrument shall be construed as a reference to the enactment, order, regulation, legislation or instrument as amended by any subsequent enactment, order, regulation or instrument.

1.8 In the event of and to the extent only of any conflict between the main body of this Agreement and the Schedules the following order of precedence shall apply;

- (a) the main body of this Agreement;
- (b) the Schedules.

2. LICENCE

2.1 In consideration of the payment of the Charges, the Supplier hereby grants the Customer the Rights from the Commencement Date subject to the terms of this Agreement and for the Term as follows:-

- (a) the right to access the Customer Sub-Duct, the Supplier Duct and the Supplier Chambers for the purpose of installing the Customer Cable;
- (b) the right to retain the Customer Cable in the Customer Sub-Duct to the exclusion of all others and in the Supplier Duct and the Supplier Chambers throughout the Term;
- (c) the right to connect the Customer Duct System to the Interface Chamber through the Interface Duct;
- (d) the right to the use of the Customer Sub-Duct and the Customer Cable therein;
- (e) the right to install the Customer Cable in the Customer Sub-Duct
- (f) the right to maintain the Customer Cable in the Customer Sub-Duct
- (g) the right to Test the Customer Cable prior to the Commencement Date
- (h) the right to Test the Customer Sub-Duct prior to the Commencement Date; and
- (i) following installation, the right of access to the Customer Sub-Duct via the Supplier Chambers only for the purpose only of maintaining the Customer Cable pursuant to Schedule 3 and exercising the other rights granted to the Customer under this Clause 2.1, subject always to the Customer providing Supplier with no less than five (5) Working Days' notice, save in the event of an emergency when as much notice as reasonably practicable shall be provided.

3. ROUTE SURVEYS

3.1 The Supplier will not guarantee there is sufficient capacity available in a Supplier Duct for a Customer Sub-Duct unless the Route has first been surveyed ("**Route Survey**").

3.2 Route Surveys shall be at the Customer's sole and entire cost, and all associated Non-recurring Charges shall be agreed with the Customer before the Route Survey is undertaken.

3.3 All work shall be coordinated between the parties, and the Customer may have a mutually-agreed third-party observer present while the Route Survey(s) is conducted. Such observer shall comply with all reasonable Supplier health and safety rules and regulations while attending the Route Surveys.

3.4 Following the Route Survey, the Supplier shall advise the Customer:

3.4.1 whether there is available capacity along the Route for a Customer Sub-duct; and

3.4.2 whether there are segments along the Route where there is no available capacity.

- 3.5 For an additional charge, and at the Customer's request, the Supplier shall advise whether any capacity could be created by removing unused cables and the estimated cost of doing so.
- 3.6 For the avoidance of doubt, no cables shall be removed from the Supplier Duct unless the Customer has first agreed in writing to pay all associated Non-recurring Charges.
- 3.7 For the further avoidance of doubt, the Supplier shall not undertake any work necessary to accommodate the Customer Cable in the Supplier Duct, including without limitation, installation of Customer Sub-Duct, construction of Interface Duct or, where necessary, construction of Breakout Duct, unless the Customer has first agreed in writing to pay all associated Non-recurring Charges. Installation of Customer Sub-Duct shall occur immediately upon completion of the relevant Route Survey, assuming space and sub-duct is currently available, and provided Customer and Supplier have agreed in writing to do so before commencement of the Route Survey.
- 3.8 The Supplier shall install the Customer Sub-Duct in accordance with industry standards of a prudent and cautious carrier and shall use commercially reasonable efforts to ensure proper installation.

4. UNDERTAKINGS OF THE SUPPLIER

- 4.1 The Supplier represents, warrants, acknowledges and undertakes that:
- 4.1.1 the Customer Sub-Duct shall be provided exclusively for the Customer's use, shall remain the property of the Customer and the Customer shall have the use and quiet enjoyment thereof subject to its compliance with the terms of this Agreement and compliance with the Law;
- 4.1.2 it shall be responsible at its cost for remedying any defects to the Supplier Duct to permit the Customer to exercise the Rights;
- 4.1.3 it shall be responsible for all costs, rates, taxes, charges and any other outgoings of whatever nature in respect of the Supplier Duct;
- 4.1.4 it shall maintain the Supplier Duct in accordance with Schedule 3.

5. UNDERTAKINGS OF THE CUSTOMER

- 5.1 The Customer represents, warrants and undertakes that:-
- 5.1.1 subject to Clause 2.1.(g) it shall not access any part of the Supplier Infrastructure along the Route;
- 5.1.2 the Supplier Infrastructure along the Route shall remain the property of the Supplier, and Customer agrees that the licence conferred upon it by this Agreement is a personal, non-exclusive privilege and does not create in Customer or any other person any ownership or any other property right or interest of any nature in any part of the Supplier Infrastructure;
- 5.1.3 it shall not do or allow to subsist anything within its reasonable control which may materially prejudice the proper use of Supplier Infrastructure along the Route;
- 5.1.4 it shall not do anything nor allow to subsist any circumstances within its reasonable control likely to materially damage Supplier Infrastructure along the Route or detract from or impair its performance or operation;
- 5.1.5 it shall not use the Supplier Duct for any purpose other than providing ICT services nor in a manner which is contrary to the Law;

- 5.1.6 it has obtained and shall retain the Customer Licence;
- 5.1.7 it shall use its reasonable endeavours to assist the Supplier in ensuring that the Supplier complies with all applicable Laws in performing its obligations under this Agreement provided that any costs incurred in relation to this sub-clause shall be borne by the Supplier;
- 5.1.8 it shall issue all notices and obtain all consents required pursuant to any Law in respect of installing the Customer Cable and the Customer Duct System whether in the public highway or on private land.
- 5.1.9 it shall maintain the Customer Cable in good order throughout the Term; and
- 5.1.10 it shall comply with the Specification set out in Schedule 5;

6. PAYMENT TERMS

- 6.1 The initial Non-recurring Charges shall become payable by the Customer following installation of the Customer Sub-Duct unless specified otherwise in this Agreement. Other Non-recurring Charges shall become payable when invoiced by the Supplier.
- 6.2 Recurring Charges shall be payable in advance on the first day of each month (each the “Due Date”) the first such payment becoming due on the Commencement Date. If the Commencement Date does not fall on the first of a month then the Customer shall pay the first monthly payment on a pro-rata basis.
- 6.3 The Customer shall pay the Charges due under this Agreement within thirty (30) calendar days of the date on the invoice.
- 6.4 Payment of all such Charges shall be made in full for undisputed amounts.
- 6.5 The Supplier reserves the right to charge daily interest on all outstanding amounts after the date referred to in Clause 6.3 at a rate equal to two (2) percentage points over the Base Rate from the Due Date.
- 6.6 The Charges are exclusive of Value Added Tax or similar taxes, which the Customer shall pay as required by Law. Each Party shall be responsible for and pay its own corporation tax, including taxes and fees payable to the Competent Authority, howsoever arising out of the provisions of this Agreement.
- 6.7 If the Customer disputes in good faith the amount of an invoice, interest for late payment shall not be assessed on the invoice, provided the Customer:
 - (a) pays all non disputed amounts on the Due Date or if later the date referred to in Clause 6.3;
 - (b) co-operates with the Supplier to promptly resolve the dispute; and
 - (c) pays the portion of the disputed amount agreed upon promptly upon resolution of the dispute.

7. TERM

- 7.1 This Agreement shall take effect on the Effective Date and shall continue until the expiry of the last Term as set out in Schedule 4, subject to termination in accordance with Clause 8 (Termination).
- 7.2 Notwithstanding anything else in this Agreement, this Agreement shall terminate automatically, and without further liability by either Party to the other, in the event that Supplier’s licence to operate an ICT network (including the Supplier Duct) expires or is terminated and is not immediately replaced by a new licence to operate an ICT network (including the Supplier Duct).

7.3 The Customer may request the addition or deletion of Routes to the Customer Sub-Duct in the Supplier Infrastructure upon a minimum of three (3) months' prior written notice. For additions, the Customer shall make a request to the Supplier who will undertake a Route Survey in accordance with the provisions of this Agreement. Any new installations of Customer Sub-Duct shall be bound by the provisions of this Agreement. For deletions, the Supplier will, unless otherwise requested by the Customer, remove the specified Customer Sub-Duct no later than three (3) months following the Customer request. The Customer shall be responsible for all payments for the three (3) month period, the applicable charges for removal of the Customer Sub-Duct, and any applicable early termination charges calculated in accordance with Clause 8 (Termination) below.

8. TERMINATION

8.1 The Customer may terminate this Agreement at any time throughout the Term on giving not less than six (6) months' prior written notice.

8.2 Without prejudice to its other rights and subject to liability for accrued default as set out in Clause 9 (Consequences of Termination) below, each Party (as appropriate and as hereinafter provided) may terminate the Agreement without further liability or penalty on giving written notice to the other Party taking immediate effect if:

8.2.1 a Party experiences an Insolvency Event, the Party not experiencing the Insolvency Event may terminate this Agreement and any Orders by giving the other Party notice in writing. An "Insolvency Event" occurs when a Party is unable to pay its debts as they fall due, or any of the following happens to a Party under its national laws for the protection of debtors (or like circumstances arise or like actions are taken):

- (a) the issue of a petition for its winding up which is not withdrawn or dismissed within twenty-eight (28) days of issue;
- (b) the convening of a meeting for the purpose of considering a resolution for its winding up (except for the purpose of a solvent amalgamation or reconstruction on a basis previously approved by the other Party in writing and where the resulting entity is to assume all of its obligations under the Agreement or applicable Order);
- (c) the making of an application to the court for an administration order or the giving of a notice of intention to appoint an administrator by that Party or its directors;
- (d) a provisional liquidator, liquidator, administrative receiver, administrator, trustee or other similar officer taking possession of or being appointed over or an encumbrancer taking possession of the whole or substantially the whole of its property;
- (e) a receiver being appointed over any part of its property where that appointment is in the reasonable opinion of the other Party likely to have a material adverse impact on its ability to perform its obligation under the Agreement or applicable Order;
- (f) it enters into a company voluntary arrangement or otherwise enters into a compromise with the majority by value of its unsecured creditors; or
- (g) it being unable to pay its debts as they fall due;

8.2.2 The Supplier may so terminate where the Customer commits:-

- (a) a material breach of this Agreement and fails to remedy the breach within thirty (30) days of a written notice so to do; or

(b) commits a breach which is incapable of remedy;

8.2.3 The Customer may so terminate if the Supplier persistently fails to maintain the Supplier Duct as set out in Schedule 3. A persistent failure shall be defined as any one or more of the following conditions occurring as measured over rolling six (6) month cycles commencing on the Commencement Date:

(a) the Supplier Duct over the Route experiences more than two (2) Major Faults of greater than twelve (12) hours each; or,

(b) the Supplier Duct over the Route experiences more than thirty-six (36) aggregate hours of Major Faults.

8.2.4 Either Party is directed by the relevant regulatory or other Competent Authority to cease to provide or allow the provision of the Services and either Party has given the other Party thirty (30) calendar days' written notice of such intent to terminate unless such notice is not allowed by such relevant regulatory or other Competent Authority.

9. CONSEQUENCES OF TERMINATION

9.1 On termination of this Agreement the Customer shall cease using the Customer Sub-Duct.

9.2 If this Agreement is terminated prior to the end of the Term in respect of a given Route for any reason other than a breach by Supplier, the Customer shall pay the Supplier an early termination charge as set out below. The Customer shall pay such early termination charge within thirty (30) days of the date of termination.

9.2.1 If the date of termination occurs within the first five (5) years of a Term, the early termination charge shall be equal to fifty percent (50%) of the Recurring Charges multiplied by the number of months remaining in the Term.

9.2.2 If the date of termination occurs during the sixth to tenth years, inclusive, of a Term, the early termination charges shall be equal to forty percent (40%) of the Recurring Charges multiplied by the number of months remaining in the sixth to tenth years of the Term, plus twenty percent (20%) of the Recurring Charges multiplied by the number of months remaining in the eleventh and subsequent years of the Term, if any.

9.2.3 If the date of termination occurs during the eleventh and subsequent years of Term, if any, the early termination charge shall be equal to twenty percent (20%) of the Recurring Charge multiplied by the number of months remaining in the Term.

9.3 The Customer shall remove the Customer Cable at its sole and entire cost within ninety (90) days of the termination of this Agreement. Any cable remaining after that date shall become the property of the Supplier.

9.4 The Customer may request that the Supplier remove the Customer Sub-Duct at the Customer's sole and entire cost. If the Customer does not make this request within thirty (30) days of the termination of this Agreement, the Customer Sub-Duct shall become the property of the Supplier at the expiry of three (3) months of the termination of this Agreement, or, at Supplier's sole discretion, the Supplier may remove the Customer Sub-Duct at the Customer's sole cost and expense.

9.5 Each Party's further rights and obligations cease immediately on termination of this Agreement, but termination does not affect a Party's accrued rights liabilities and/or obligations at the date of termination and shall not be deemed a waiver of any such condition or term of this Agreement.

- 9.6 Termination shall not affect the continuation in force of Clauses 10, 13, 14 and 15 and of those Clauses of this Agreement necessary for their interpretation or enforcement, which shall survive termination howsoever arising in so far as they have been invoked or either Party has the right to invoke those Clauses at termination and to the extent that they remain to be observed and performed.

10. FORCE MAJEURE

- 10.1 Neither Party shall be liable to the other under this Agreement, for failure to perform any obligations under this Agreement, or for any loss or damage which may be suffered by the other Party due to any events which are beyond the reasonable control of the Party claiming Force Majeure and which were not reasonably foreseeable and whose effects are not capable of being overcome. Events of Force Majeure as defined hereunder include but are not limited to governmental act, war, the threat of imminent war, riots, civil commotion, explosions, storms, floods, lightning, earthquakes and other natural calamities.
- 10.2 As soon as reasonably practicable and in any event within three (3) Working Days after commencement of the event of Force Majeure, that Party shall notify the other in writing of the occurrence of the event of Force Majeure and the effects of the event of Force Majeure on its ability to perform its obligations under the Agreement, and that Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations under the Agreement. For the avoidance of doubt, all obligations of the Party claiming Force Majeure which are not directly affected by the Force Majeure event shall continue to have effect.
- 10.3 If the event described in Clause 10.1 continues for a period of thirty (30) calendar days or more, the Customer may give the Supplier notice to terminate this Agreement immediately without liability or penalty.

11. MAINTENANCE RESPONSIBILITIES

- 11.1 Maintenance arrangements shall be as set out in Schedule 3 and each Party shall comply with its obligations thereunder.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Customer shall not knowingly infringe any Intellectual Property Rights of any third party.
- 12.2 Where the Intellectual Property Rights in the Supplier Duct or other IPR supplied or associated with this Agreement are vested in the Supplier or its licensors, the Supplier is authorised to grant the Licence granted by it under this Agreement and hereby grants the Customer a non-exclusive, worldwide, irrevocable, royalty free, and perpetual licence to perform its obligations under this Agreement.

13. DISPUTE ESCALATION/RESOLUTION

- 13.1 Subject to Section 3 Part II of Schedule 3 hereto, in the event of a dispute between the Parties arising out of in connection with this Agreement the dispute shall in the first instance be referred to the Supplier Assistant VP Carriers and Service Providers and the Customer Director of Technical Operations for discussion and resolution (the "**First Level of Management**"). In the event the dispute is not resolved by the First Level of Management within ten (10) Working Days or in the case of a disputed invoice within five (5) Working Days then the matter shall be referred to the Supplier EVP Carrier Services (Caribbean) and the Customer President, Javelin Connections Bermuda Limited (the "**Second Level of Management**"). In the event the Second Level of Management fails to resolve the dispute within a further ten (10) Working Days or in the case of a disputed invoice within a further five (5) Working Days then the dispute shall be referred to an expert ("**the Expert**") for determination in accordance with Clause 13.2.

13.2 In the event of a dispute not being resolved under Clause 13.1 the Parties may refer such dispute to the Expert in accordance with the following provisions:

13.2.1 the Expert shall be appointed by agreement between the Parties, provided that if the Parties cannot agree, within one month of a Party receiving written notice from the other Party of its intention to invoke this Clause, on the appointment of the Expert then on the application of either Party the Expert shall be nominated by the then Managing Director of the Information and Communications Technology Authority (or in default of nomination by him the next available senior officer of the said Authority) or such other Competent Authority that the Parties agree (acting reasonably) is best placed to settle the dispute, provided however the Expert shall in all cases be a civil engineer.

13.2.2 the fees and expenses of the Expert including the cost of his determination will be borne by the Parties in such proportions as the Expert shall determine (having regard to any Party's failure to agree as provided in Clause 13.2.1) and in default of such determination as to costs the costs will be borne equally by the Parties who will otherwise each bear their own costs;

13.2.3 the Expert shall reach his decision on the basis of prevailing industry practices with regard to maintenance of optical fibres, optical fibre cables and telecommunications infrastructure;

13.2.4 each Party will allow the Expert access to the relevant infrastructure so that the Expert can do anything that the Expert considers necessary to carry out his function provided that the Expert may not disrupt any services which are then in place within the infrastructure.

13.2.5 the Expert shall be entitled to require any Party to make representations to him and to make counter-representations (and neither Party shall unreasonably delay in making such representation) but the Expert will not be fettered in any way by the representations and counter-representations and will rely on his own judgement.

13.2.6 the Parties shall co-operate with the Expert by giving without delay such assistance and information as the Expert shall reasonably require;

13.2.7 the Expert shall reach his reasoned determination in writing within three (3) months of his appointment; and

13.2.8 the Parties hereby agree and confirm that any decision or determination of the Expert or any certificate issued by him in respect of any dispute in relation to the terms of this Agreement shall be final and binding upon them (save in the case of manifest error).

14. LIABILITY AND INDEMNITIES

14.1 The Customer shall make good all damage caused to the Supplier Infrastructure, and all damage caused to the ICT infrastructure of any third parties that may be using other portions of the Supplier Infrastructure, along the Route arising as a direct result of the carrying out of the Customer Work or the exercise of the Rights by the Customer and will indemnify the Supplier against all third party actions proceedings costs losses damages claims and expenses arising directly from any breach of or the failure to observe or perform on its part the terms and conditions of this Agreement PROVIDED THAT the Supplier shall not settle or compromise any such action claim or demand referred to in this Clause 14.1 without the prior written consent of the Customer which shall not to be unreasonably withheld or delayed.

14.2 The Supplier shall make good all damage caused to the Customer Sub-Duct and or Customer Cable as a result of its, or its sub contracted third parties, negligence or wilful misconduct.

14.3 EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND,

EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY EXCLUDED AND DISCLAIMED.

- 14.4 Subject to Clause 14.5 below, in no circumstances shall either Party's liability to the other Party under this Agreement exceed the sum of the Recurring Charges paid by the Customer in the preceding twelve (12) month period.
- 14.5 In no circumstances shall either Party be liable to the other in contract, tort or otherwise for any loss of profits, business or anticipated saving, nor for any indirect or consequential loss.
- 14.6 Nothing in this Agreement shall limit the liability of either Party in the event of death or personal injury to the extent that it arises from that Party's negligent act or omission or any fraud on the part of that Party, or exclude or restrict any liability of either Party which cannot be excluded or restricted at Law.

15. CONFIDENTIALITY

- 15.1 Each Party undertakes to the other that it shall keep, and shall procure that its directors, officers and employees as appropriate shall keep secret and confidential and shall not use, copy, adapt, alter or part with possession of or disclose to any other person any information or material of a technical or business nature relating in any manner to the affairs, business, products or services of the other which may be received or obtained in connection with or incidental to the performance of this Agreement, and in particular the contents and existence of this Agreement, provided that either Party shall not be prevented from using or disclosing any information:
- (a) which the other Party indicates in writing is not treated by it as confidential; or
 - (b) to the extent it is in or comes into the public domain otherwise than through the default or negligence of the other party hereunder; or
 - (c) which it is required to disclose to a court, arbitrator, recognised stock exchange, other statutory body or government; or
 - (d) which comes into the other Party's possession from a third party without any breach by that third party of any obligation of confidentiality to any person.

This Clause shall survive indefinitely following termination of this Agreement.

16. NOTICES

- 16.1 Any notices to be given under the Agreement shall, unless otherwise expressly stated, be in English, in writing and shall be given by sending the same by first class (registered or recorded delivery) post or facsimile transmission or courier to the Party's address stipulated in the Agreement or such other address as may be designated in writing from time to time. The Parties' addresses for notices shall be:

Managing Director, Randy Merren
For the attention of: Randy Merren 409 Walkers Road, Grand Cayman (345) 333-3333 randymerren@c3.ky
Fax:.....345-945-1006..

Cable and Wireless Cayman Islands Limited
For the attention of: The Chief Executive P.O. Box 293 One Technology Square, 19 Eastern Ave. George Town Grand Cayman KY1-1104 CAYMAN ISLANDS
Fax: +1 345 949 7962

Copy to:
Legal and Regulatory Affairs P.O. Box 2425 2 nd Floor, Trinity Square George Town Grand Cayman KY1-1105 CAYMAN ISLANDS
Fax: +1 345 949 1876

- 16.2 Any notice sent by courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered on the third Working Day after its despatch. Any notice given facsimile transmission shall be deemed to have been delivered on the same day as transmission (provided it is sent prior to 2pm in the Cayman Islands and the sender has a receipt confirming transmission) or where transmitted at or after 2pm that day it shall be deemed to be received the next Working Day following transmission. Any notice sent by registered or recorded delivery post shall be deemed to arrive on the earlier of the date when receipted delivery has taken place (as evidenced by the signature of or on behalf of the receiving party) or two (2) Working Days following the date of posting.

17. ASSIGNMENT

- 17.1 Save for a Party's right to assign its rights and obligations to an Associated Company of that Party on written notice without consent, neither Party shall assign or transfer all or any of its rights and obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld. For the avoidance of doubt, the Customer may not resell any portion of the Customer Sub-Duct or Supplier Duct. This Clause 17.1 does not preclude either Party from appointing sub-contractors to carry out any of its obligations under this Agreement or prevent the Customer from allowing its customers to use capacity on the Customer Cables within the Customer Sub-Duct.
- 17.2 Each Party shall ensure that its sub-contractors or other third parties it appoints comply with their obligations hereunder to the extent that they relate to the work performed by the third party.
- 17.3 Each Party remains fully responsible for the acts and omissions of any third party it has appointed to perform its obligations under this Agreement.

18. ENTIRE AGREEMENT

- 18.1 This Agreement and the documents referred to in it represent the entire understanding between the Supplier and the Customer in relation to its subject matter, and supersede all prior agreements understandings or arrangements made by either Party, whether oral or written in relation to the said subject matter.
- 18.2 Each Party acknowledges that it is not entering into this Agreement in reliance on any representation of the other except those contained in this Agreement and in the event of misrepresentation (other than fraudulent misrepresentation) the only remedy available shall be a claim for breach of contract.
- 18.3 Except as specifically provided for in the Agreement, the Agreement does not give rise to any third Party being a third Party beneficiary of the Agreement or being entitled to any rights whatsoever, including, but not limited to, the right to enforce any term of the Agreement.
- 18.4 The Parties are independent contracting Parties, and the Parties do not intend the Agreement to constitute a partnership, joint venture, or employment relationship.

19. MODIFICATION

- 19.1 The Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each Party.
- 19.2 The Parties agree to make any modifications required by a Competent Authority.

20. NO WAIVER

- 20.1 Failure by either Party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

21. SEVERABILITY

- 21.1 If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

22. GOVERNING LAW

The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Cayman Islands, and the Parties hereby submit to the exclusive jurisdiction of the Cayman Islands courts. **IN WITNESS** whereof the Parties have executed this Agreement the day and year first above written

**SIGNED for and on behalf of Infinity
Broadband Limited**

Signature: 
Name: Ranyou Madsen
Position: Director

**SIGNED for and on behalf of Cable and
Wireless Cayman Islands Limited**

Signature: 
Name: Karen Wadding
Position: MD

Schedule 1

INTERFACE CHAMBER/BREAKOUT LOCATIONS AND DESCRIPTION AND MAP OF ROUTES

Interface Chamber:

Number	Location Description	Grid Reference
A1/OTS17	Opposite Walkers House	Segment 1

Breakout Locations:

Route 1

Number	Location Description	Grid Reference
OTSDDP17	Walkers House (customer demark)	Segment 1

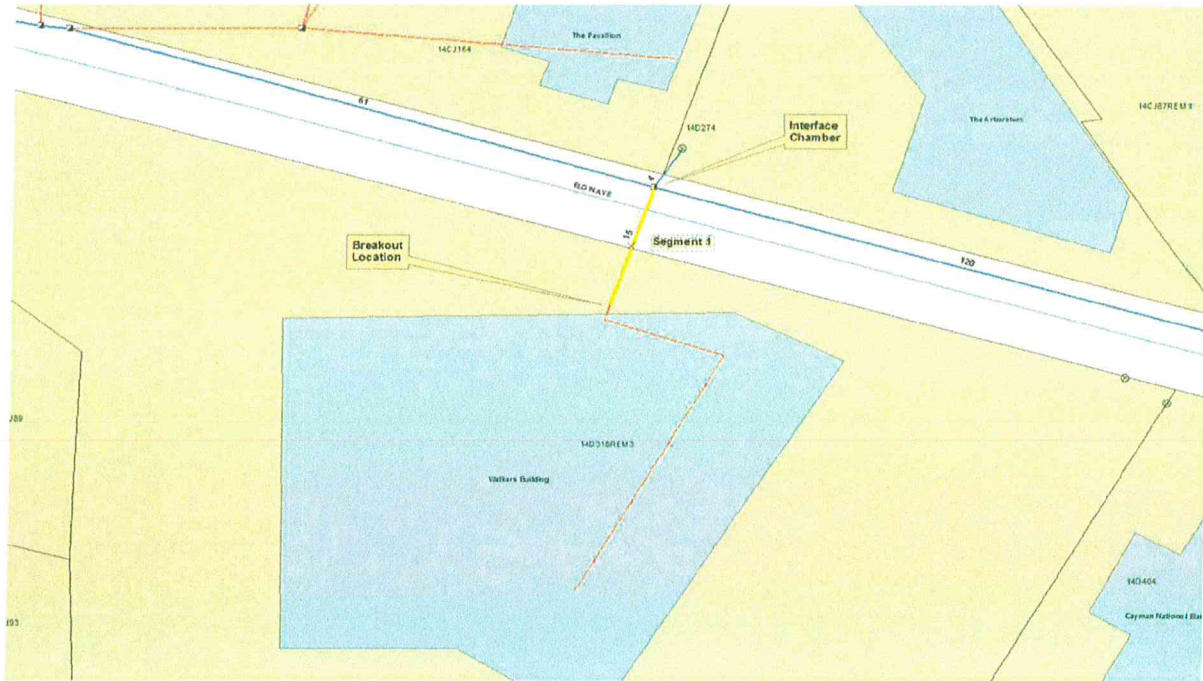
Description of Routes:

Route 1

Segment	From	To
1	A1/OTS17 Chamber Opp. Walkers House	OTSDDP17 Walkers House (Demark)

Plan of Routes

Route 1



Schedule 2

CUSTOMER WORK

Following the Commencement Date in respect of any Route, the Customer shall install its own Cable at its own expense in the Customer Sub-Duct. Access to the Supplier Chambers for such purposes shall be in accordance with the procedures set out in Schedule 5.

Schedule 3

MAINTENANCE RESPONSIBILITIES

PART I

Supplier shall have no maintenance responsibilities for the Customer Sub-Duct or Customer Cable.

Supplier shall maintain its Supplier Duct in accordance with industry standards as expected of a prudent and cautious carrier and Supplier shall use commercially reasonable efforts to perform maintenance to Supplier Infrastructure in a manner which shall not interfere with Customer Sub-Duct. Where this is not possible in the circumstances, Supplier reserves the right to provide Customer with reasonable notice of the need to perform maintenance which might interfere with Customer Sub-Duct and to perform such maintenance on the date specified in the notice. Supplier agrees to perform this maintenance so as to minimize or avoid any interference with Customer Sub-Duct.

Schedule 3

PART II

1. INTRODUCTION

1.1 This Part II of Schedule 3 sets out the detailed information that is referred to in Part I of Schedule 3.

2. COMMUNICATIONS

2.1 Corrective Maintenance contact points are detailed below:

2.1.1 The Customer
Infinity Broadband Ltd. t/a "C3"
Telephone: 345-333-3335
Fax:

2.1.2 The Supplier
Cable & Wireless Cayman Limited
Telephone: 1 (345) 815-3550

2.2 Operational Representatives are detailed below:

2.2.1 The Customer.
Randy Merren / Bruce Jalim
Telephone : 345-927-9700
Fax :

2.2.2 The Supplier.
Cable & Wireless Limited
Carrier Services Department
Telephone: 1.876.936.691
Fax:

3. ESCALATION

3.1 The following table sets out the escalation levels within the Customer and the Supplier's organisations.

Level	The Supplier	Customer
Level 1	NOC 1-876-936-2811 1-408-327-1827	Bruce Jalim (345-927-9700)
Level 2	Service Manager: Gregory Larkland Office: 1-876-936-2208 Mobile: 1-876-322-0144	Nigel Berry 1-345-926-1681
Level 3	VP-Carrier Operations & Svc Management: Courtney Gordon Office: 1-876-936-2751 Mobile: 1-876-997-0682	Randy Merren 1-345-938-0961
Level 4	Service Provider Operations Manager: Simone Wynter Office: 1-876-936-2691 Mobile: 1-876-322-1815	

Schedule 4

TERM AND CHARGES

Term	Non-Recurring Charge (CI\$)	Monthly Recurring Charge (CI\$)
5 years	[REDACTED]	[REDACTED]

[REDACTED]

Schedule 5

PROCEDURES AND SPECIFICATIONS FOR ENTRY IN SUPPLIER CHAMBERS

1. All work on or in the Supplier Infrastructure shall be carried out in accordance with this Schedule 5.
2. Except where another notice period is specified in this Agreement, the Customer shall give the Supplier at least three (3) Working Days notice of its intention to undertake Customer Work or to enter the Supplier Chambers in order to work on the Customer Cable.
3. Notwithstanding the foregoing, where such Customer Work shall require access to more than one Supplier Chamber, Customer shall provide Supplier with a detailed project plan not less than five (5) Working Days prior to the date specified by Customer for entering into the first such Supplier Chamber. The purpose of such project plan is to assist Supplier in scheduling its own personnel so as to have a Supplier supervisor present on the date specified by the Customer.
4. The Supplier shall make all reasonable efforts to make a Supplier supervisor available on the date specified by the Customer for the Customer Work.
5. No work shall be carried out on or in the Supplier Infrastructure without a Supplier supervisor being in attendance.
6. Supplier Infrastructure shall be protected at all times during the Customer Work.
7. Before entering the Supplier Infrastructure, tests shall be carried out by the Customer to confirm the absence of explosive and asphyxiating gas and the Customer shall continue to monitor whilst working in the structure.

The Customer shall remove all debris/rubble from the Supplier Chambers.

Schedule 6

HANDOVER CERTIFICATE

Handover Certificate of Item/s Accepted by Infinity Broadband Limited

This Certificate is issued pursuant to the Agreement (the "Agreement") dated November 2015 between Infinity Broadband Limited and Cable and Wireless (Cayman Islands) Limited

The item/s detailed below has/have been accepted by the Customer

Customer Sub-Duct in Supplier Duct between Elgin Avenue and Walkers House

Commencement Date as defined in the Agreement: _____

Infinity Broadband:

Customer's Representative signing the Certificate

Name: _____

Signature: _____

Date: _____

Cable and Wireless (Cayman Islands) Limited:

Supplier's Representative submitting the Certificate:

Name: _____

Signature: _____

Date: _____

End of Document