

Service Descriptions



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PART 1. JOINING SERVICES

1. Optical In-Span Joining Service

1.1. Description

- 1.1.1. The Optical In-Span Joining Service will be provided by the Service Supplier and the Service Taker in accordance with the terms and conditions of this Agreement.
- 1.1.2. The Service will comprise a single Optical Fibre cable run from a Telco ISL to the C&W ISL.
- 1.1.3. A Carrier System comprises a Service Taker CTU, the matching Service Supplier CTU for the relevant route, and the point-to-point Optical Fibre.
- 1.1.4. The Carrier System more particularly described in the Joint Working Manual will provide E1, 2.048 Mbit/s, Network Links for Services contained within the Service Schedule in accordance with the configuration described in Paragraph 1.4 of this Service Description.

1.2. Responsibilities

- 1.2.1. Without prejudice to the rights and obligations described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2. In accordance with Clause 6.1, the Service Supplier will be responsible for planning, providing, operating and maintaining the Optical In-Span Joining Service from its ISL up to and including the Joint Box and the Joint Box shall be the Point of Connection for the purposes of this Agreement. The Service Taker will be responsible for pulling the Optical Fibres from the Joint Box to the Service Taker CTU in the Service Taker ISL. Service Taker is responsible for connecting the Optical Fibres to the Service Taker CTU and connecting the latter to the Service Taker System.
- 1.2.3. In accordance with Clause 16, Service Taker will ensure that all equipment connected to the Service Taker CTU meets the safety standards and other equipment approval requirements set out in the Joint Working Manual.
- 1.2.4. The CTUs shall conform to the standards set out in and other applicable provisions of the Joint Working Manual.
- 1.2.5. Notwithstanding Paragraph 1.2.2 of this Service Description, the Service Supplier will be responsible for monitoring the quality of service, and providing management information about the Optical In-Span Joining Service from the Service Supplier CTU up to but excluding the corresponding Service Taker CTU in accordance with the Joint Working Manual and Parameter Schedule. Service Taker will be responsible for monitoring the quality of service, managing and providing management information for the Service Taker CTU, in accordance with the Joint Working Manual and Parameter Schedule. For the avoidance of doubt, this does not include the provision of access to the Service Supplier's or Service Taker's management systems and does not extend or limit the responsibility for planning,

providing, operating and maintaining the service referred to in Paragraph 1.2.2 of this Service Description.

- 1.2.6. Each Party will be responsible for agreeing an Order Plan for the E1 (2.048 Mbit/s) Network Links within the Optical In-Span Joining Service based on a Final Forecast and for provisioning and testing those Network Links in accordance with the Joint Working Manual both at the commencement of this Agreement and on an ongoing basis. For the avoidance of doubt, a new Joining Service will need to be added to the Service Schedule if an agreed Order Plan requires a new Carrier System or new Joining Service to be installed.

1.3. Quality of Service

- 1.3.1. In accordance with Clause 15, Service Supplier will provide the Optical In-Span Joining Service twenty four (24) hours per day, every day to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 1.3.2. Quality of Service levels and Fault Restoration Times for the Optical In-Span Joining Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved Quality of Service levels in accordance with the Joint Working Manual.

1.4. Configuration

- 1.4.1. The Optical In-Span Joining Service will be available at the C&W ISL and the Telco ISL specified in the Service Schedule.
- 1.4.2. The Optical In-Span Joining Service comprises:
 - One Service Supplier CTU;
 - One Optical Fibre cable in ducts;
 - One Service Taker CTU; and
 - Two or more Service Supplier 64 kbit/s Network Signalling Links in place between the Service Supplier System and the Service Taker System.
- 1.4.3. A Carrier System is capable of supporting up to 63x E1 2.048 Mbit/s Network Links.
- 1.4.4. For the avoidance of doubt, not all of the E1 Network Links in the Carrier System need to be commissioned initially and it will not be necessary to order the full capacity. The number of E1 Network Links that are required from time to time will be dependent on the Final Forecast and resulting Order Plan for the relevant Quarter. Any minimum number of Network Links that need to be commissioned in a relevant Carrier System is specified in the Service Schedule. Where this figure is absent, the default minimum number of Network Links per Carrier System equals the Carrier System capacity.

1.5. Charges

- 1.5.1. The tariffs for the aggregate Charges for the initial implementation of the Optical In-Span Joining Service, together with amendments to it from time to

time, are specified in the Tariff Schedule. The Party requesting interconnection shall be responsible for paying these Charges.

- 1.5.2. The Charges for the Optical In-Span Joining Service are payable pursuant to Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable One-off and Monthly Recurring Charges.
- 1.5.3. One-off Charges may include applicable installation and testing charges for Services in connection with the implementation of an Order Plan from time to time.
- 1.5.4. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 1.5.5. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by either Party as a result of inaccurate forecasts and delays to provisioning and testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual.

1.6. Billing

- 1.6.1. In accordance with Clause 11.4, the billing arrangements set out below will apply to the Optical In-Span Joining Service.
- 1.6.2. C&W shall be entitled to invoice the Telco for the Charges specified in the Tariff Schedule for the Optical In-Span Joining Service. C&W shall be entitled to invoice the Telco for monthly recurring charges following the expiration of each Billing Period.
- 1.6.3. C&W shall be entitled to invoice the Telco for One-off Charges for installation and testing of any Termination Service, Special Access Services, Transit Service or Wholesale Service.

- End of Service Description -

PART 2. TERMINATION SERVICES

1. PSTN Terminating Access Service

1.1. Description

- 1.1.1. The PSTN Terminating Access Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 1.1.2. The PSTN Terminating Access Service will provide conveyance of Calls originating on Service Taker Subscriber Connections in the Cayman Islands via the Service Supplier PSTN from the Point Of Connection defined by the Joining Service to the applicable Service Supplier PSTN Subscriber Connections in the Cayman Islands. Such Calls must be addressed to valid number ranges associated with the Service Supplier PSTN Subscriber Connections.
- 1.1.3. The valid number ranges associated with the Service Supplier PSTN Subscriber Connections and associated ISL are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 1.1.4. For the avoidance of doubt, Calls to numbers associated with Special Access Services are not conveyed pursuant to this Service Description. Calls must be presented by the Service Taker to the Point of Connection as conventional circuit switched voice traffic. Calls conveyed pursuant to this Service Description are for ultimate termination on Service Supplier's domestic network within the Cayman Islands only. Calls originating outside of the Cayman Islands are not conveyed pursuant to this Service Description.
- 1.1.5. The PSTN Terminating Access Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 1.1.6. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.

1.2. Service Specific Responsibilities

- 1.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Service Supplier PSTN using the PSTN Terminating Access Service in accordance with the Joint Working Manual.
- 1.2.3. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the PSTN

Terminating Access Service from the Point of Connection to the Service Supplier PSTN Subscriber Connection, in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PSTN Terminating Access Service from the Service Taker Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.

- 1.2.4. Service Taker will be responsible for forecasting usage of the PSTN Terminating Access Service in accordance with the Joint Working Manual.
- 1.2.5. Service Taker will be responsible for validating the called number according to the National Numbering Plan and the valid number ranges associated with the PSTN Subscriber Connections in the Service Schedule. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not part of the applicable Service Supplier Numbering Ranges.
- 1.2.6. Service Taker will be responsible for managing any services provided by Service Taker to Service Taker Subscriber Connections that use the PSTN Terminating Access Service.

1.3. Quality of service

- 1.3.1. In accordance with Clause 15, Service Supplier will provide the PSTN Terminating Access Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 1.3.2. Quality of Service levels and Fault Restoration Times for the PSTN Terminating Access Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

1.4. Configuration

- 1.4.1. The PSTN Terminating Access Service will be available at the C&W ISL and Telco ISL specified in the Service Schedule.
- 1.4.2. Service Taker will deliver traffic in Trunk Groups at the Point of Connection where the PSTN Terminating Access Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

1.5. Charges

- 1.5.1. The tariffs for Charges for the PSTN Terminating Access Service are specified in the Tariff Schedule.
- 1.5.2. The charges for the PSTN Terminating Access Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.

- 1.5.3. Usage Charges include:
- Call Setup Charges;
 - Interconnect Specific Charges depending on duration;
 - Call Duration Charges depending on duration; and
 - An Access Deficit Contribution, if such a charge is approved by the Authority, and in the form approved by the Authority.
- 1.5.4. For each Answered Call, the Call Set-up Charge will be applicable when Call Start occurs.
- 1.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier. The number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.
- 1.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service.
- 1.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by Service Taker as a result of inaccurate forecasts of the PSTN Terminating Access Service and for delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums that may be payable pursuant to Clause 8.2.

-- End of Service Description --

2. PLMN Terminating Access Service

2.1. Description

- 2.1.1. The PLMN Terminating Access Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 2.1.2. The PLMN Terminating Access Service will provide conveyance of Calls which originate on a Service Taker Subscriber Connection from the Point of Connection defined by the Joining Service to Service Supplier PLMN Subscriber Connections in the Cayman Islands, via the Service Supplier PLMN, and PSTN where appropriate. Calls must be addressed to valid number ranges associated with the Service Supplier PLMN Subscriber Connections in the Cayman Islands. Calls originating or ultimately terminating outside of the Cayman Islands are not conveyed pursuant to this Service Description.
- 2.1.3. The valid number ranges associated with the Service Supplier PLMN Subscriber Connections are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 2.1.4. The PLMN Terminating Access Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the relevant Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 2.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual

2.2. Service Specific Responsibilities

- 2.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 2.2 of this Service Description.
- 2.2.2. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Service Supplier PLMN using the PLMN Terminating Access Service in accordance with the Joint Working Manual.
- 2.2.3. Service Supplier will be responsible for monitoring service quality, managing and providing management information about the PLMN Terminating Access Service from the Point of Connection to the Service Supplier PLMN Subscriber Connection and Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PLMN Terminating Access Service from the Service Taker Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.

- 2.2.4. Service Taker will be responsible for forecasting usage of the PLMN Terminating Access Service in accordance with the Joint Working Manual.
- 2.2.5. Service Taker will be responsible for validating the called number according to the National Numbering Plan and the valid number ranges associated with the PLMN Subscriber Connections in the Service Schedule. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not part of the applicable Service Supplier Numbering Ranges.
- 2.2.6. Service Taker will be responsible for managing any Services provided by Service Taker to Service Taker Subscriber Connections that use the PLMN Terminating Access Service.

2.3. Quality of service

- 2.3.1. In accordance with Clause 15, Service Supplier will provide the PLMN Terminating Access Service 24 hours/day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 2.3.2. Quality of Service levels and Fault Restoration Times for the PLMN Terminating Access Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.
- 2.3.3. For Calls that have been transited through the Service Taker's Fixed network, Service Taker is not responsible for the quality of the Third Party Fixed Telecom Provider or the Third Party Mobile Telecom Provider involved in conveyance of the Call prior to the Point of Handover.

2.4. Configuration

- 2.4.1. The PLMN Terminating Access Service will be available at the Service Supplier ISL specified in the Service Schedule.
- 2.4.2. Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the PLMN Terminating Access Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

2.5. Charges

- 2.5.1. The tariffs for the charges for the PLMN Terminating Access Service are specified in the Tariffs Schedule.
- 2.5.2. The Charges for the PLMN Terminating Access Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.
- 2.5.3. Usage Charges include:
 - Transit Charges, where applicable, which shall include:

- Call Setup Charges
 - Interconnect Specific Charges, depending on duration;
 - Call Duration Charges depending on duration;
 - An Access Deficit Contribution, if such a charge is approved by the Authority, and in the form approved by the Authority, and
- Payments to the Mobile provider based on duration.
- 2.5.4. For each Answered Call, the Call Set-up Charge will be applicable when the Call Start occurs.
- 2.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by Service Supplier and the number of Time Units that shall apply will be calculated by Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.
- 2.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 2.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by the Service Taker as a result of inaccurate forecasts of the PLMN Terminating Access Service and for delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums payable pursuant to Clause 8.2. For greater certainty, and notwithstanding Clause 9.2 of the Legal Framework, Calls from Service Supplier PLMN Subscriber Connections to Service Taker Subscriber Connections incur the Charges set out in the Interconnection Agreement for PSTN Terminating Access Service.

-- End of Service Description --

3. Incoming International Call Termination to PSTN Service

3.1. Description

- 3.1.1. The Incoming International Call Termination to PSTN Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 3.1.2. The Incoming International Call Termination to PSTN Service provides conveyance of Incoming International PSTN Termination Calls from the Service Taker's System to the Point of Connection defined by the Joining Service for delivery to valid number ranges associated with the Service Supplier PSTN Subscriber Connections in the Cayman Islands.
- 3.1.3. Calls conveyed pursuant to this Service Description must originate from Third Party International Telecom Providers in countries outside of the Cayman Islands selected by the Service Taker.
- 3.1.4. The valid number ranges associated with the Service Supplier PSTN Subscriber Connections are listed in the Service Schedule. The list may be amended from time to time to include any additional numbers to which Incoming International PSTN Termination Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual. For the avoidance of doubt, Calls to numbers associated with Special Access Services are not conveyed pursuant to this service description.
- 3.1.5. The Incoming International Call Termination to PSTN Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the relevant Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 3.1.6. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.
- 3.1.7. All Incoming International PSTN Termination Calls must be presented by the Service Taker to the Point of Connection as conventional circuit switched voice traffic. Calls conveyed pursuant to this Service Description are for ultimate termination on Service Supplier's domestic network within the Cayman Islands only.

3.2. Service Specific Responsibilities

- 3.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 3.2.2. The Service Taker shall not be required to convey Calls pursuant to this Service Description from a Third Party International Telecom Provider with whom the Service Taker does not have a correspondent relationship in place for termination to PSTN Subscribers.
- 3.2.3. The Service Supplier shall be responsible for conveying Incoming International PSTN Termination Calls from the Point of Connection defined

by the Joining Service to the applicable Service Supplier PSTN Subscriber Connections.

- 3.2.4. Nothing in this arrangement shall be interpreted as requiring the Service Taker to enter into, or continue any relationship with an international carrier in relation to the delivery of Incoming International PSTN Termination Calls, provided that the Service Taker acts in a non-discriminatory manner to the Service Supplier in respect to the delivery of such Calls.
- 3.2.5. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Service Supplier using the Incoming International Call Termination to PSTN Service in accordance with the Joint Working Manual.
- 3.2.6. The Service Taker may choose not to pass Incoming International PSTN Termination Calls where international settlement payments in respect of those Calls are less than the Service Taker's costs of conveying such Calls, including a reasonable mark-up. If the Service Taker chooses not to pass traffic pursuant to this paragraph, it shall notify the Service Supplier and the parties will work together in good faith to address the issue, including, if necessary, to agree new rates which do not result in a loss.
- 3.2.7. Subject to the provisions of Paragraph 3.2.8 below, the Service Taker may also choose not to pass Incoming International PSTN Termination Calls on a Carrier Route in the following situations:
- i) where the volume of such traffic materially exceeds that which could be reasonably expected;
 - ii) where such traffic impedes the transmission of other calls; or
 - iii) where such traffic is otherwise harmful to the integrity of the Service Taker's network.
- 3.2.8. Except in the case of an emergency (in which case the traffic shall be restored as soon as the emergency has passed) or in respect of a specific number or series of numbers where one or more of the conditions in Paragraph 3.2.7 (i)(i) to (iii) above occur, the Party shall not take the action in 3.2.7 without prior written approval of the other Party, such approval not to be unreasonably withheld. Where the Party chooses not to pass traffic due to an emergency or in respect of a specific number or series of numbers, the Party will notify the other Party within a reasonable time and the parties will work together in good faith to address the issue.
- 3.2.9. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the Incoming International Call Termination to PSTN Service, from the Point of Connection to the Service Supplier PSTN Subscriber Connections. The Service Taker will be responsible for monitoring the service quality, managing and providing management information about the Incoming International Call Termination to PSTN Service from the Point of Handover to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's and Service Taker's management systems will not be provided.

- 3.2.10. Service Supplier will be responsible for forecasting usage of the Incoming International Call Termination to PSTN Service in accordance with the Joint Working Manual. For the Purposes of this Service Description, in Section 2.3 (Forecasting Ordering and Provisioning) of the Joint Working Manual the phrase “Service Supplier” shall be substituted for “Service Taker” and the phrase “Service Taker” shall be substituted for “Service Supplier”.
- 3.2.11. Service Taker will be responsible for validating the called number in accordance with the national Numbering Scheme and the valid number ranges associated with Service Supplier PSTN Subscriber Connections in the Service Schedules.
- 3.2.12. In addition to the terms of this Service Description, Service Taker will be under no obligation to convey, and Service Supplier will be under no obligation to terminate, Calls pursuant to this Service Description (a) that are not part of the applicable number ranges associated with Service Supplier PSTN Subscriber Connections (b) that are not Incoming International PSTN Termination Calls or (c) that do not meet with technical requirements set out in the Joint Working Manual.
- 3.2.13. The Service Taker shall not insert and shall not permit a third party to insert a CLI into a Call, which originated outside the Service Supplier’s territory, which would make the call appear as if the call originated inside of the Cayman Islands.
- 3.2.14. Calling Line Identity for network and presentation purposes shall, where available, be made available by Service Taker to Service Supplier for all Incoming International PSTN Termination Calls presented for delivery via the Service Supplier System.
- 3.2.15. Nothing in this Agreement shall prohibit the Service Supplier from making its own arrangements to receive Calls from Third Party International Telecom Providers. Notwithstanding anything in this Agreement, the Service Supplier may elect not to receive and terminate Calls on its System pursuant to this Service Description at an Incoming International to PSTN Termination Charge which is lower than the Charges for terminating traffic pursuant to the PSTN Terminating Access Service.

3.3. Quality of service

- 3.3.1. In accordance with Clause 15 of the Legal Framework, Service Supplier will provide the Incoming International Call Termination to PSTN Service 24 hours/day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule. Service Taker is responsible for the quality of service on the part of its own network that is utilised for the call.
- 3.3.2. Quality of Service levels and Fault Restoration Times for the Incoming International Call Termination to PSTN Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual. The Service Supplier is not responsible for the quality of service of services (including the origination of the Call) which are provided by a Third Party

International Telecom Provider, in relation to the relevant Call conveyed pursuant to this Service Description prior to the Point of Handover.

3.4. Configuration

- 3.4.1. The Incoming International Call Termination to PSTN Service will be available at the Service Supplier ISL(s)/IPOP(s) specified in the Service Schedule.
- 3.4.2. Service Taker will deliver traffic in a dedicated Trunk Group at each Point of Connection where the Incoming International Call Termination to PSTN Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

3.5. Charges

- 3.5.1. The tariff for the charges for Incoming International Call Termination to PSTN Service are specified in the Tariff Schedule.
- 3.5.2. The Charges set out in the Tariff Schedule for the Incoming International Call Termination to PSTN Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework or paragraph 3.2.6 above, and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.
- 3.5.3. Usage Charges include:
 - Call Setup Charges;
 - Interconnect Specific Charges depending on duration;
 - Call Duration Charges depending on distance and duration; and
 - An Access Deficit Contribution, if such a charge is approved by the Authority, and in the form approved by the Authority.
- 3.5.4. For each Answered Call, the Call Set-up Charge will be applicable when Call Start occurs.
- 3.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier. The number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.
- 3.5.6. The start and end times of the peak, off-peak and weekend periods are defined in the Tariff Schedule. Answered Calls passing the peak / off-peak / weekend borders will be calculated according to the corresponding tariffs by splitting the duration into the relevant periods.
- 3.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums payable pursuant to Clause 8.2 of the Legal Framework.
- 3.5.8. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual the tariffs will include all charges for the handling of signalling messages required based on the specifications of this Service.

- End of Service Description -

4. Incoming International Call Termination to PLMN Service

4.1. Description

- 4.1.1. The Incoming International Call Termination to PLMN Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 4.1.2. The Incoming International Call Termination to PLMN Service provides conveyance of Incoming International PLMN Termination Calls from the Service Taker's System to the Point of Connection defined by the Joining Service for delivery to valid number ranges associated with the Service Supplier PLMN Subscriber Connections in the Cayman Islands via the Service Supplier PLMN, and PSTN where appropriate.
- 4.1.3. The calls will originate from Third Party International Telecom Providers in countries selected by the Service Taker from the list of countries specified by the Service Taker and agreed to by the Service Supplier. The list of countries will be amended by the Service Taker from time to time to include any additional numbers from which calls are to be terminated pursuant to this Service, or to remove numbers.
- 4.1.4. The Service Supplier shall be responsible for conveying Incoming International PLMN Termination Calls from the Point of Connection defined by the Joining Service to the applicable Service Supplier PLMN Subscriber Connections.
- 4.1.5. The valid number ranges associated with the Service Supplier PLMN Subscriber Connections are listed in the Service Schedule. The list may be amended by the Service Supplier from time to time to include any additional numbers to which Incoming International PLMN Termination Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual. For the avoidance of doubt, Calls to numbers associated with Special Access Services are not conveyed pursuant to this service description.
- 4.1.6. The Incoming International Call Termination to PLMN Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the relevant Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 4.1.7. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.
- 4.1.8. All Incoming International PLMN Termination Calls must be presented by the Service Taker to the Point of Connection as conventional circuit switched voice traffic. Calls conveyed pursuant to this Service Description are for ultimate termination on Service Supplier's domestic network within the Cayman Islands only.

4.2. Service Specific Responsibilities

- 4.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 3.2 of this Service Description.
- 4.2.2. On those Carrier Routes where the international settlement rates received by the Service Taker for Incoming International PLMN Termination Calls are greater than the Service Taker's International Mobile Conveyance Cost, the Mobile Termination Rate will be paid to the Service Supplier in respect of those Calls.
- 4.2.3. Subject to the other provisions of this Service Description, on those Carrier Routes where the international settlement rates received by the Service Taker for Incoming International PLMN Termination Calls are less than the Service Taker's International Mobile Conveyance Cost, the Service Taker will notify the Service Supplier of the problem. The Service Taker will first attempt to negotiate or otherwise obtain a higher rate for the termination of such Calls from a Third Party International Telecom Provider. In the event that a higher rate is not achieved, or a higher rate is achieved but it is still not above the rate the Service Supplier receives for the termination of such Calls from a Third Party International Telecom Provider less the Service Supplier's cost of conveying those calls, then the Service Taker and Service Supplier shall enter into good faith negotiations with a view to agreeing to a new rate (the "Incoming International Mobile Termination Rate") for the termination of Incoming International PLMN Termination Calls on this Carrier Route. Such rate shall be no greater than the international settlement rate paid to the Service Taker less the Service Taker's cost of conveying the Call. The Incoming International Mobile Termination Rate, once agreed, will be effective on a retrospective basis from the date the Service Taker notifies the Service Supplier of the problem.
- 4.2.4. The Service Taker will not convey Incoming International PLMN Termination Calls pursuant to this Service Description addressed from number ranges within countries with whom the Service Taker does not have a correspondent relationship, unless such correspondent relationship specifically allows the conveyance of calls from number ranges from outside the country of the correspondent.
- 4.2.5. Nothing in this arrangement shall be interpreted as requiring the Service Taker to enter into, or continue any relationship with an international carrier in relation to the delivery of Incoming International PLMN Termination Calls, provided that the Service Taker acts in a non-discriminatory manner to the Service Supplier in respect to the delivery of such Calls.
- 4.2.6. Notwithstanding the above,
- 4.2.6.1. the Service Supplier may elect not to receive Incoming International PLMN Termination Calls at the Incoming International Mobile Termination Rate and may seek alternative arrangements directly to receive these Calls. For the avoidance of doubt, should the Service Supplier elect not to receive Incoming International PLMN Termination Calls at the Incoming International Mobile Termination Rate, this will not directly or indirectly impose any obligation on the Service Taker to convey the Incoming International PLMN Termination Calls at a rate

other than the Incoming International Mobile Termination Rate specified;
or

- 4.2.6.2. in the event that the Parties are not able to reach an agreement as to the level of the Incoming International Mobile Termination Rate, either Party may refer the dispute to the Authority for determination. For clarity, if the Service Supplier has exercised its option to refuse the traffic under clause 4.2.6.1 above, then the need for the dispute to be resolved by the Authority is negated.
- 4.2.7. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Service Supplier using the Incoming International Call Termination to PLMN Service in accordance with the Joint Working Manual.
- 4.2.8. The Service Supplier agrees that the Service Taker shall not be required to pay the Service Supplier for termination of Incoming International PLMN Termination Calls where international settlement payments in respect of those calls have not been received from the international carrier, where payments have been reversed by the international carrier, or where carriage of the traffic would jeopardize or be inconsistent with the Service Taker's obligations to an international carrier on a Carrier Route.
- 4.2.9. A Party may choose not to pass Incoming International PLMN Termination Calls on a Carrier Route in the following situations:
- i. where the volume of such traffic materially exceeds that which could be reasonably expected;
 - ii. where such traffic impedes the transmission of other calls;
 - iii. where such traffic is otherwise harmful to the integrity of the Party's network; or
 - iv. where there is fraudulent activity associated with such traffic.
- 4.2.10. The Service Taker shall not be required to pay the Service Supplier for termination of Incoming International PLMN Termination Calls unless and until international settlement payments in respect of those Calls are received. In order to permit sufficient time in which to determine the Calls, if any, in respect of which international settlement payments will not be received, notwithstanding Clause 9.7, Charges in respect of Incoming International PLMN Termination Calls shall be invoiced separately, and will be payable only after international settlement payments in respect of that traffic have been received. The Service Taker shall however attempt, subject to the above, to make payment within ninety (90) days of deemed receipt of an invoice.
- 4.2.11. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the Incoming International Call Termination to PLMN Service, from the Point of Connection to the Service Supplier PLMN Subscriber Connections. The Service Taker will be responsible for monitoring the service quality, managing and providing management information about the Incoming International Call Termination to PLMN Service from the Point of Handover

to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's and Service Taker's management systems will not be provided.

- 4.2.12. Service Supplier will be responsible for forecasting usage of the Incoming International Call Termination to PLMN Service in accordance with the Joint Working Manual. For the Purposes of this Service Description, in Section 2.3 (Forecasting Ordering and Provisioning) of the Joint Working Manual the phrase "Service Supplier" shall be substituted for "Service Taker" and the phrase "Service Taker" shall be substituted for "Service Supplier".
- 4.2.13. Service Taker will be responsible for validating the called number in accordance with the national Numbering Plan and the valid number ranges associated with Service Supplier PLMN Subscriber Connections in the Service Schedules.
- 4.2.14. In addition to the terms of this Service Description, Service Taker will be under no obligation to convey, and Service Supplier will be under no obligation to terminate, Calls pursuant to this Service Description (a) that are not part of the applicable number ranges associated with Service Supplier PLMN Subscriber Connections (b) that are not Incoming International PLMN Termination Calls or (c) that do not meet with technical requirements set out in the Joint Working Manual.
- 4.2.15. The Service Taker shall not insert and shall not permit a third party to insert a CLI into a Call, which originated outside the Service Supplier's territory, which would make the Call appear as if it originated inside of the Cayman Islands.
- 4.2.16. Calling Line Identity for network and presentation purposes shall, where available, be made available by Service Taker to Service Supplier for all Incoming International PLMN Termination Calls presented for delivery via the Service Supplier System.

4.3. Quality of service

- 4.3.1. In accordance with Clause 15 of the Legal Framework, Service Supplier will provide the Incoming International Call Termination to PLMN Service to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule. Service Taker is responsible for QOS on the part of its own network that is utilised for the call.
- 4.3.2. Quality of Service levels and Fault Restoration Times for the Incoming International Call Termination to PLMN Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual. The Service Supplier is not responsible for the quality of service of services (including the origination of the Call) which are provided by a Third Party International Telecom Provider, in relation to the relevant Call conveyed pursuant to this Service Description.

4.4. Configuration

- 4.4.1. The Incoming International Call Termination to PLMN Service will be available at the Service Supplier ISL specified in the Service Schedule.
- 4.4.2. Service Taker will deliver traffic in a dedicated Trunk Group at each Point of Connection where the Incoming International Call Termination to PLMN Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

4.5. Charges

- 4.5.1. The tariffs for the Charges for Incoming International Call Termination to PLMN Service are specified in the Tariff Schedule.
- 4.5.2. The Charges for the Incoming International Call Termination to PLMN Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges. For the avoidance of doubt, the Tariffs Schedule does not include any sums payable pursuant to Clause 8.2 of the Legal Framework.
- 4.5.3. Usage charges include:
 - the Mobile Termination Rate or Incoming International Mobile Termination Rate, as applicable;
 - Transit Charges, where applicable, which shall include:
 - .1. Call Setup Charges;
 - .2. Interconnect Specific Charges, depending on duration;
 - .3. Call Duration Charges depending on duration; and
 - .4. An Access Deficit Contribution, if such a charge is approved by the Authority, and in the form approved by the Authority.
- 4.5.4. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual the tariffs will include all charges for the handling of signalling messages required based on the specifications of this Service.
- 4.5.5. For each Answered Call, the Incoming International to Mobile Termination Charge will be applicable when Call Start occurs.
- 4.5.6. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by Service Supplier, and the number of Time Units that shall apply will be calculated by Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.

4.6. Review and Amendment of Incoming International to Mobile Termination Charge

- 4.6.1. The parties agree to review the Incoming International to Mobile Termination Charge nine months (9) months from the date of signing this Agreement and thereafter once every six (6) months, and to amend such Charge in accordance with this Section 4.6 if necessary, in the event that the Incoming International to Mobile Cost is greater than the Weighted Average Incoming International Tariff.
- 4.6.2. In order to initiate said review and amendment, the Service Taker will notify the Service Supplier in writing that the Incoming International to Mobile Cost is greater than the Weighted Average Incoming International Tariff, and will advise the new Weighted Average Incoming International Tariff, as well as the new Incoming International to Mobile Termination Charge that will apply as of the date notice is given.
- 4.6.3. The Service Supplier shall have fifteen (15) Business Days from the date notice is received in which to request that there be an independent audit of the new Incoming International to Mobile Termination Charge for the purposes of verification. The audit will be carried out by an independent international firm of chartered accountants (the “Auditor”) agreed by the parties, or in the event that the parties cannot agree on an Auditor within five (5) Business days of receipt of such a request, the matter shall be referred President of the Institute of Chartered Accountants in England and Wales who will appoint an Auditor to conduct the audit. If the audit shows that the new Weighted Average Incoming International Tariff notified by to the Service Taker to the Service Supplier pursuant to Paragraph 4.6.2 is less than the Weighted Average Incoming International Tariff that existed prior to a notice being issued pursuant to Paragraph 4.6.2 above, the cost of the audit shall be borne by the Service Supplier. If the audit shows that the new Weighted Average Incoming International Tariff notified by to the Service Taker to the Service Supplier pursuant to Paragraph 4.6.2 above is equal to or greater than the Weighted Average Incoming International Tariff that existed prior to a notice being issued pursuant to Paragraph 4.6.2 above the cost of the audit shall be borne by the Service Taker.
- 4.6.4. Subject to Paragraph 4.6.5 below, the new Incoming International to Mobile Termination Charge will be effective from the date notice is given pursuant to Paragraph 4.6.2 above. The new Incoming International to Mobile Termination Charge will be calculated as the new Weighted Average Incoming International Tariff notified by the Service Taker pursuant to Paragraph 4.6.2 above less the current International Conveyance Assumption (the “New Tariff”) and will be applied on a reciprocal basis.
- 4.6.5. In the event that the Weighted Average Incoming International Tariff arrived at by the Auditor appointed pursuant to Paragraph 4.6.3 above (the “Audited Tariff”), differs from the new Weighted Average Incoming International Tariff notified by the Service Taker to the Service Supplier pursuant to Paragraph 4.6.2 above, the new Weighted Average Incoming International Tariff shall be changed to the Audited Tariff, and the Incoming International to Mobile Termination Charge will be adjusted accordingly and applied retrospectively from the date of notification pursuant to Paragraph 4.6.2 above. The Party which is owed an amount as a result of the change in the Incoming International to Mobile Termination Charge as mandated in this

paragraph, shall be entitled to issue a separate invoice to the other Party for an amount equal to the difference in the notified and adjusted Incoming to International Mobile Termination Charges for the period in question.

- 4.6.6. The Service Taker may request a review and amendment to the International Conveyance Assumption nine (9) months from the date of signing this Agreement and thereafter once every six (6) months. The International Conveyance Assumption shall be amended if the Service Taker can demonstrate on a reasonable commercial basis to the Auditor that its international conveyance costs have increased relative to its previous international cost of conveyance. In such an event a proportional increase will be made to the International Conveyance Assumption to derive a new International Conveyance Assumption. For the avoidance of doubt until such time as a new International Conveyance Assumption is agreed by the parties the then current International Conveyance Assumption will apply. For the purposes of the first review, and any subsequent review, the Service Taker will provide the Auditor with information from the cost model in place at the time of signature of the Agreement. The Auditor will use the international conveyance costs in this model to compare with the increased costs to determine the amount of any increase. The cost of the audit will be borne by the Service Taker. For greater certainty, the Auditor will not assess the “correctness” of the costs, only the percentage amount of the increase.
- 4.6.7. The Incoming International Call Termination to PLMN Service is offered on a reciprocal basis between the Parties, with both parties charging each other the same Incoming International to Mobile Termination Charge. Where C&W is Service Supplier, Transit Charges will be added to the Incoming International to Mobile Termination Charge. For the avoidance of doubt, no Transit Charge will be applicable when Telco is the Service Supplier.

- End of Service Description -

PART 3. SPECIAL ACCESS SERVICES

1. Emergency Services Access Service

1.1. Service Description

- 1.1.1. The Emergency Services Access Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 1.1.2. The Emergency Services Access Service will provide conveyance of Calls addressed to the valid emergency services access number from Service Taker Subscriber Connections in the Cayman Islands from the Point of Connection through the Service Supplier PSTN to the specific Emergency Centre indicated by the called number.
- 1.1.3. The valid numbers for the Emergency Services Access Service are stated in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 1.1.4. The Emergency Services Access Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 1.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.

1.2. Specific Responsibilities

- 1.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2. Service Supplier will be responsible, in accordance with the Joint Working Manual, for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Emergency Centre via the Service Supplier PSTN using the Emergency Services Access Service.
- 1.2.3. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the Emergency Services Access Service from the Point of Connection to the Emergency Centre, in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the service quality, managing and providing management information about the Emergency Services Access Service from the Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's and Service Taker's management systems will not be provided.
- 1.2.4. Service Taker will be responsible for forecasting usage of the Emergency Services Access Service in accordance with the Joint Working Manual.

- 1.2.5. Service Taker will be responsible for validating the called number against the valid emergency service numbers. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not addressed to numbers listed in the Service Schedule as valid numbers for the Emergency Services Access Service.
- 1.2.6. Service Taker will be responsible for communicating the valid numbers for access to the emergency services to their Subscribers and for keeping their Subscribers informed of any changes.
- 1.2.7. Service Taker will be responsible for handling all enquiries and complaints from an Emergency Centre about Calls conveyed via the Emergency Services Access Service.
- 1.2.8. Each Emergency Centre shall take responsibility for the management of and action taken as a consequence of a Call when the Call has been handed over by Service Supplier. The Service Supplier is not responsible under this Agreement for any acts or omissions of the Emergency Centre in dealing with the Call.
- 1.2.9. The Parties will co-operate to comply with any directions from appropriate Ministerial departments that may affect this service.

1.3. Quality of service

- 1.3.1. In accordance with Clause 15, Service Supplier will provide the Emergency Services Access Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 1.3.2. Quality of Service levels and Fault Restoration Times for the Emergency Services Access Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

1.4. Configuration

- 1.4.1. The Emergency Services Access Service will be available at the C&W ISL and Telco ISL specified in the Service Schedule.
- 1.4.2. Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the Emergency Services Access Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.
- 1.4.3. Service Supplier will undertake the necessary routing and translation for all codes that require routing or translation across its System.

1.5. Charges

- 1.5.1. The tariffs for Charges for the Emergency Services Access Service are specified in the Tariff Schedule.

- 1.5.2. The Charges for the Emergency Services Access Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.
- 1.5.3. Usage charges include
- Call Setup Charges,
 - Interconnect Specific Charges depending on duration,
 - Call Duration Charges depending on duration; and
 - An Access Deficit Contribution if such a charge is approved by the Authority, and in the form approved by the Authority.
- 1.5.4. For each Answered Call, the Call Setup Charge will be applicable when Call Start occurs.
- 1.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier. The number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.
- 1.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 1.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by Service Taker as a result of inaccurate forecasting of the Emergency Services Access Service and delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums that may be payable pursuant to Clause 8.2.

End of Service Description -

2. National DQ Service

2.1. Service Description

- 2.1.1. The National DQ Service will be provided by Service Supplier to Service Taker, in accordance with the terms and conditions of this Agreement.
- 2.1.2. The National DQ Service will provide conveyance of Calls originating from Service Taker Subscriber Connections addressed to the valid national DQ numbers in the Cayman Islands from the Point of Connection to a Service Supplier National DQ Call Centre via the Service Supplier PSTN. The Service includes the provision of number information by Service Supplier DQ Call Centre from the Service Supplier National Directory Database.
- 2.1.3. The valid national DQ number is listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 2.1.4. The National DQ Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 2.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual
- 2.1.6. Calls may be handled by an ACD system located at a Service Supplier DQ Call Centre and Calls may be queued. If a queue place is not available, the Service Taker Subscriber Connection will receive busy tone.
- 2.1.7. Two telephone numbers per Call may be requested. The minimum information needed from the Service Taker Subscriber is name and (partial) address.
- 2.1.8. If a listing is found, the applicable telephone number will be read back through an Interactive Voice Response (IVR) system or by the agent. Where more than one listing is found, telephone numbers relating to the primary two listings only will be given out. If the listing that is found is ex-directory, the IVR or agent will state that the requested number is unlisted, or that the requested telephone numbers cannot be disclosed. Where no listings are found, the IVR or agent dialogue will state that the requested number is unlisted or cannot be found.
- 2.1.9. The information available in the Service Supplier National Directory Database will depend on agreements with the Third Party Telecom Providers (and the Service Taker) for inclusion of applicable Subscriber information and Service Supplier is not responsible for any omissions or inaccuracies. Such information is not provided or included pursuant to this Service Schedule.

2.2. Specific Responsibilities

- 2.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 2.2 of this Service Description.
- 2.2.2. Service Supplier will be responsible, in accordance with the Joint Working Manual, for the metering and billing to charge Service Taker for all Calls using the National DQ Service passed by Service Taker to the Service Supplier DQ call centre via the Service Supplier PSTN.
- 2.2.3. Service Supplier will be responsible for managing, operating and maintaining the Service Supplier Standard National Directory Database.
- 2.2.4. Service Supplier will be responsible for monitoring the quality, managing and providing management information about the National DQ Service from the Point of Connection to the Service Supplier DQ call centre in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the quality, managing and providing management information about the National DQ Service in accordance with the Joint Working Manual. For the avoidance of doubt, no access to the Service Supplier's or Service Taker's management systems will be provided.
- 2.2.5. Service Taker will be responsible for forecasting usage of the National DQ Service in accordance with the Joint Working Manual.
- 2.2.6. Service Taker will be responsible for validating the called number against the valid national DQ number. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not addressed to a number listed in the Service Schedule as a valid number for the National DQ Service.
- 2.2.7. Service Taker will be responsible for managing any Services provided by Service Taker to Service Taker Subscribers that use the National DQ Service.

2.3. Quality of service

- 2.3.1. In accordance with Clause 15, Service Supplier will provide the National DQ Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 2.3.2. Quality of Service levels and Fault Restoration Times for the National DQ Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

2.4. Configuration

- 2.4.1. The National DQ Service will be available at the Service Supplier ISL specified in the Service Schedule.
- 2.4.2. Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the National DQ Service is offered and required and will

route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

- 2.4.3. Service Supplier will undertake the necessary routing and translation for all codes that require routing or translation across its System.

2.5. Charges

- 2.5.1. The tariffs for Charges for the National DQ Service are specified in the Tariff Schedule.

- 2.5.2. The Charges for the National DQ Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.

- 2.5.3. Usage Charges will include

- Call Setup Charges;
- Interconnect Specific Charges depending on duration;
- Call Duration Charges depending on duration; and
- An Access Deficit Contribution, if such a charge is approved by the Authority, and in the form approved by the Authority.

- 2.5.4. For each Answered Call, the Call Setup Charges will be applicable when Call Start occurs.

- 2.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier. The number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.

- 2.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages as required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.

- 2.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by Service Taker as a result of inaccurate forecasting of the National DQ Service and delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums payable pursuant to Clause 8.2.

End of Service Description –

3. International DQ Service

3.1. Service Description

- 3.1.1. The International DQ Service will be provided by Service Supplier to Service Taker, in accordance with the terms and conditions of this Agreement.
- 3.1.2. The International DQ Service will provide conveyance of Calls originating on Service Taker Subscriber Connections in the Cayman Islands from the Point of Connection to a Service Supplier International DQ Call Centre via the Service Supplier PSTN. The Service includes the provision of number information by the Service Supplier International DQ Call Centre from the Service Supplier International Directory Databases.
- 3.1.3. The valid international DQ numbers are stated in the Services Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 3.1.4. The International DQ Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 3.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.
- 3.1.6. Calls may be handled by an ACD system located at a Service Supplier International DQ Call Centre and Calls may be queued. If a queue place is not available, the Service Taker Subscriber will receive busy tone.
- 3.1.7. A search for two telephone numbers per Call may be requested. The minimum information needed from the Service Taker Subscriber is country, name and (partial) address.
- 3.1.8. If a listing is found, the applicable telephone number will be read back through an Interactive Voice Response (IVR) system or by the agent. Where more than one listing is found, telephone numbers relating to the primary two listings only will be read back through an IVR system or by the agent. If the listing that is found is ex-directory, the IVR or agent will state that the requested number is unlisted, or that the requested number cannot be disclosed. Where no listings are found, the IVR or agent will state that the number is unlisted or cannot be found.
- 3.1.9. The information available in the Service Supplier International DQ Database will depend on agreements with International DQ Database Providers outside of the Cayman Islands and Service Supplier is not responsible for any omissions or inaccuracies.

3.2. Specific Responsibilities

- 3.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 3.2 of this Service Description.
- 3.2.2. Service Supplier will be responsible, in accordance with the Joint Working Manual, for the metering and billing to charge Service Taker for all Calls using the International DQ Service passed by Service Taker to the Service Supplier International DQ Call Centre via the Service Supplier PSTN.
- 3.2.3. Service Supplier will be responsible for managing, operating and maintaining the Service Supplier International DQ Database.
- 3.2.4. Service Supplier will be responsible for monitoring the quality, managing and providing management information about the International DQ Service from the Point of Connection to the Service Supplier International DQ Call Centre in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the quality, managing and providing management information about the International DQ Service from the Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.
- 3.2.5. Service Taker will be responsible for forecasting usage of the International DQ Service in accordance with the Joint Working Manual.
- 3.2.6. Service Taker will be responsible for validating the called number against the valid international DQ number. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not addressed to a number listed in the Service Schedule as valid numbers for the International DQ Service.
- 3.2.7. Service Taker will be responsible for managing any Services provided by Service Taker to Service Taker Subscribers that use the International DQ Service.

3.3. Quality of service

- 3.3.1. In accordance with Clause 15, Service Supplier will provide the International DQ Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 3.3.2. Quality of Service levels and Fault Restoration Times for the International DQ Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

3.4. Configuration

- 3.4.1. The International DQ Service will be available at Service Supplier ISL specified in the Service Schedule.

- 3.4.2. Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the International DQ Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.
- 3.4.3. Service Supplier will undertake the necessary routing and translation for all codes that require routing or translation across its System.

3.5. Charges

- 3.5.1. The tariffs for Charges for the International DQ Service are specified in the Tariff Schedule.
- 3.5.2. The Charges for the International DQ Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.
- 3.5.3. Usage Charges will include
- Call Setup Charges,
 - Interconnect Specific Charges depending on duration;
 - Call Duration Charges depending on duration and
 - An Access Deficit Contribution, if such a charge is approved by the Authority, and in the form approved by the Authority.
- 3.5.4. For each Answered Call, the Call Setup Charge will be applicable when Call Start occurs.
- 3.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier and the number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.
- 3.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of the Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 3.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by Service Taker as a result of inaccurate forecasting of the International DQ Service and delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums that may be payable pursuant to Clause 8.2.

End of Service Description –

PART 4. PSTN TRANSIT SERVICES

1. PSTN Transit Service

1.1. Description

- 1.1.1. The PSTN Transit Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 1.1.2. The PSTN Transit Service will provide conveyance of Calls from Service Taker Subscriber Connections destined for (a) a Third Party National Telecom Provider Subscriber Connection in the Cayman Islands or (b) a Paging Provider Subscriber Connection in the Cayman Islands from the Point of Connection defined by the Joining Service via the Service Supplier PSTN to the Point of Handover for collection by (a) the Third Party National Telecom Provider or (b) the Paging Provider.
- 1.1.3. Valid number ranges for the Third Party National Telecom Provider Subscriber Connections and Paging Provider Subscriber Connections are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 1.1.4. The PSTN Transit Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 1.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.

1.2. Specific Responsibilities

- 1.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to a Third Party National Telecom Operator or a Paging Provider via the Service Supplier PSTN using the PSTN Transit Service in accordance with the Joint Working Manual
- 1.2.3. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the PSTN Transit Service from the Point of Connection to the Point of Handover in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PSTN Transit Service from the Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.

- 1.2.4. Service Taker will be responsible for forecasting usage of the PSTN Transit Service in accordance with the Joint Working Manual.
- 1.2.5. Service Taker will be responsible for validating the called number against the valid Third Party National Telecom Provider numbers and the valid Paging Provider numbers in accordance with the Numbering Plan. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not listed in the Service Schedule as valid numbers for the PSTN Transit Service.
- 1.2.6. Service Taker will be responsible for the end-to-end management of Calls made from Service Taker Subscriber Connections using the PSTN Transit Service.

1.3. Quality of service

- 1.3.1. In accordance with Clause 15, the Service Supplier will provide the PSTN Transit Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 1.3.2. Quality of Service levels and Fault Restoration Times for the PSTN Transit Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.
- 1.3.3. For the avoidance of doubt, Service Supplier is not responsible for the service quality of Call completion beyond the Point of Handover.

1.4. Configuration

- 1.4.1. The PSTN Transit Service will be available at C&W ISL and Telco ISL specified in the Service Schedule.
- 1.4.2. Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the PSTN Transit Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

1.5. Charges

- 1.5.1. The tariffs for Charges for the PSTN Transit Service are specified in the Tariff Schedule.
- 1.5.2. The Charges for the PSTN Transit Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges and include all payments to Third Party National Telecom Providers and Paging Providers for each Answered Call.
- 1.5.3. Usage Charges include:
 - Call Setup Charges,
 - Interconnect Specific Charges depending on duration,
 - Call Duration Charges depending on duration and depending upon the

- Third Party National Telecom Provider or Paging provider which is completing the Call;
- An Access Deficit Contribution if such a charge is approved by the Authority, and in the form approved by the Authority; and
 - Payments to the Third Party National Telecom Providers and Paging Providers for completion of the Call.
- 1.5.4. For each Answered Call, the Call Setup Charge will be applicable when Call Start occurs.
- 1.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier, and the number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.
- 1.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 1.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by Service Taker as a result of inaccurate forecasting of the PSTN Transit Service and delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums that may be payable pursuant to Clause 8.2.

-- End of Service Description --