

Dear Mr. Archbold:

Re: 23 July 2004 Agreement Among C&W, Digicel and Wireless Ventures

1. Cable and Wireless (Cayman Islands) Limited ("C&W"), Digicel Cayman Limited and Wireless Ventures (Cayman Islands) Limited (collectively, the "Parties") are pleased to submit to the Authority the Agreement that they executed on 23 July 2004 and modified on 27 July 2004. This Agreement resolved disputes among the Parties regarding the application of imputation tests to be used for the evaluation of C&W's postpaid retail mobile rates and regarding the final mobile termination rates to be put into place as part of the Parties' various interconnection agreements.
2. This Agreement is submitted to the Authority for such approval as is required by law. It should be noted that in the event approval for all or any part of the Agreement is not obtained, then the entire Agreement is null and void. Without prejudice to the foregoing, the provisions of the Agreement relating to the imputation test and to the mobile termination rate cannot be severed from each other.
3. In the event that the Authority approves the Agreement, the Parties agree to withdraw their 29 January 2004, 24 February 2004, and 27 February 2004 Mobile Termination Rate Dispute Determination Requests.
4. The Parties note that the provisions in the Agreement on the application of the imputation test relate to C&W's postpaid retail mobile rates. However, C&W's existing prepaid retail mobile rates were not raised as a concern, either by the Authority in its *ICT Decision 2004-4 (Supplemental)* of 22 June 2004, or by any of the Parties in subsequent correspondence to the Authority and to each other or in the context of these negotiations. This view of C&W's existing prepaid retail mobile rates is without prejudice to any view the Parties may take as to any future prepaid retail mobile rates or packages, including modifications to existing ones.
5. In response to a question posed by Authority staff on 26 July 2004, the Parties advise that they have agreed that, until 30 June 2006, the mobile termination rate set out in the Agreement shall be imputed as C&W's cost of "off-net" mobile termination for the purposes of the imputation test.



Cable & Wireless (Cayman Islands) Limited

By: Lyell

Name: RUDY B. EBANKS

Title: (ACTING) CHIEF EXECUTIVE

Date: 27th JULY 2004

Wireless Ventures (Cayman Islands) Limited

By: ~~R. Nicholson~~

Name: RAUL NICHOLSON-COE

Title: GENERAL MANAGER

Date: 27th JULY 2004.

Digicel Cayman Limited

By: John D. Buckley

Name: JOHN D. BUCKLEY

Title: C.E.O.

Date: 27 July 2004



July 23, 2004
Modified July 27, 2004

AGREEMENT

BETWEEN:

CABLE & WIRELESS (CAYMAN ISLANDS) LIMITED ("C&W")

- and -

WIRELESS VENTURES (CAYMAN ISLANDS) LIMITED ("WVCIL")

- and -

DIGICEL CAYMAN LIMITED ("Digicel")

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

WHEREAS the Parties have been engaged in mutual discussions related to appropriate resolution of disputes they have on the issues of (a) the proper application of imputation tests to be used for evaluation of C&W's retail mobile rates by the Information and Communications Technology Authority (the "Authority"), and (b) the final mobile termination rates to be put into place as part of the Parties' various interconnection agreements;

THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties declare as follows:

1. The Parties have reached agreement on the appropriate application of an imputation test to be used by the Authority, as called for under C&W's license, in the evaluation of retail mobile postpaid price plans proposed by C&W. The conditions under which the parties believe there is sufficient concern for the Authority to consider application of an imputation test for postpaid plans, as agreed upon by the Parties, are set forth below.
2. The Parties have reached agreement on the appropriate rates to be paid for termination of mobile traffic, specifically identified in the Tariff Schedule in their various interconnection agreements as PLMN Terminating Access Service. The terms of the rate agreement are set forth below.
3. **Cable & Wireless Mobile Postpaid Plans**

Upon signature of this Agreement, it is understood between the Parties that C&W will bring into effect the postpaid rates filed with the Authority by letter of 8 July

2004, the details of which are attached as Annex I. If C&W chooses to have these rates become effective on 28 July 2004, the other Parties to this Agreement will have no objection.

4. FLLRIC

The Parties hereby acknowledge, and wish to inform the Authority that in their view, the earliest feasible date by which a FLLRIC model could be completed (to include all of the items currently contemplated to be completed by 31 December 2005) is 30 June 2006.

In that regard, it is the intention of the Parties to fully assist the Authority in its completion of a FLLRIC model, within that time-frame, mindful of the right of all the Parties to fully participate in that regulatory process so as to advance their own interests, while acknowledging the need for all the Parties not to do anything that would prevent or obstruct the completion of the FLLRIC model within that time-frame.

5. Mobile Termination Rate - PLMN Terminating Access Service

In the event that the Authority agrees that 30 June 2006 is the earliest feasible date by which the FLLRIC Model could be completed, it is agreed and proposed that the PLMN Terminating Access Service rate that shall apply as between the Parties from the date of this Agreement up to 30 June 2006 shall be \$.1845 CI (\$.225 US).

For the avoidance of doubt, it is agreed and proposed that from the date of execution of this Agreement until the completion of the transition of the PLMN Terminating Access Service rate to FLLRIC, there should be only one mobile termination rate that applies as between the Parties, as specified herein, which will apply to all calls delivered by any one of the Parties to the mobile network of any of the others, and in accordance with all Cayman Islands telecommunications regulations.

6. Transitional Period

From 30 June 2006 onwards, the Parties propose that so as to minimise the potentially disruptive effect of changing from a rate of \$.1845 CI (\$.225 US) to a FLLRIC derived figure for Mobile Termination, the Parties are agreed and propose to the Authority, that for a transitional period of 30 months from 30 June 2006, the mobile termination rate shall progressively decline to the FLLRIC derived mobile termination rate, such that at the end of that period, the mobile termination rate shall be as derived from the FLLRIC Model. It is agreed and proposed that the rate will be reduced in a linear manner on a quarterly basis during that period of 30 months, in accordance with the formula contained in Annex II to this Agreement.

In the event that the FLLRIC proceeding is not completed by 30 June 2006, the dates and time frames set forth in Sections 5 and 6 shall be extended on a day-for-day basis consistent with the additional time needed to complete the FLLRIC proceeding.

Nothing in this Section is to be considered an acknowledgment by any of the Parties that the to-be-determined FLLRIC mobile termination rate will be higher or lower than the mobile termination rate set in this Agreement.

7. PSTN Terminating Access Services

The Parties agree and propose that the rate for PSTN Terminating Access Services (as defined in the Tariff Schedules of the Parties' interconnection agreements) currently agreed should stay in place until rates are calculated in accordance with the FLLRIC Model, whereupon, as between them and in accordance with Cayman Islands telecommunications regulations, the rates should be calculated in accordance with the formula contained in Annex III to this Agreement.

Nothing in this Section is to be considered an acknowledgment by any of the Parties that the to-be-determined FLLRIC PSTN Terminating Access Service rate will be higher or lower than the PSTN Terminating Access Service rates set out in Annex III of this Agreement.

8. Imputation Test for C&W Retail Mobile Services

The Parties agree and propose that provided that Cable & Wireless' retail postpaid mobile packages are at least equal in price to those of WVCIL or Digicel, as adjudged by the Authority, then in no event will either WVCIL or Digicel make a case to the Authority alleging that any package fails the applicable imputation test.

However, where any subsequently-proposed Cable & Wireless retail postpaid package's effective rates fall below the effective rate threshold shown in Annex IV to this Agreement, it shall amount to sufficient cause for the Information and Communications Technology Authority to apply imputation tests in accordance with the legal standards for such a test, as determined by law and by the Authority. For the avoidance of doubt, if the effective rates fall at or above the effective rate threshold shown in Annex IV to this Agreement, the Parties shall not request the Information and Communications Technology Authority to apply imputation tests to such rates.

In respect of the Cable & Wireless retail postpaid mobile packages referred to in Annex I, in the event that the Authority applies an imputation test to those retail mobile packages, it is the view of both WVCIL and Digicel that all of the packages pass the applicable imputation tests. That view is strictly without prejudice to any

view that WVCIL or Digicel may take as to any future C&W packages, including any modifications to existing ones.

The Parties further propose that for purposes of the imputation test contained in the Cable & Wireless licence, as and from 30 June 2006, the required inputs as to the cost of interconnection should be as derived from the FLLRIC Model, regardless of any MTR paid under this Agreement, and excluding any mark-ups for common costs.

9. Consequential Changes

The Parties agree that the terms of this Agreement will have no retrospective effect, and further agree that existing agreements between the Parties in relation to interconnection shall be deemed to have been amended so as to give full effect to the terms of this Agreement.

In addition, the Parties agree to refrain from making any claim or instituting any proceedings based on presumed anti-competitive conduct on the part of C&W relative to the rate plans in effect prior to 28 July 2004 or based on any findings made by the Authority against C&W in any of the Authority's decisions related to those same rate plans.

10. Publicity

The Parties agree and hereby undertake not to exploit, whether by advertising or other means, for commercial advantage the fact that this Agreement has been concluded, or in addition, any of its contents. This is without prejudice to the right of all parties to lawfully compete on the basis of price and service. It is understood between the Parties that once the rates set forth in Annex I are notified to the Authority and no objection is made thereto by the Authority, there shall be no impediment to C&W informing the market to that effect, in addition to reassuring customers as to the continuity of those rates.

11. Approval

The Parties agree to submit this Agreement to the Authority for such approval as is required by law. In the event that such approval, for all or any part of the Agreement, is not obtained, then the entire Agreement shall be null and void.

12. Currency

All currency amounts stated in this Agreement are set, and are to remain, at a conversion rate of \$.82 CI to \$1.00 US.

Signed as an Agreement on July 27, 2004.

Cable & Wireless (Cayman Islands) Limited

By: R. E. B.
Name: RUDY B. EBANKS
Title: (ACANA) CHIEF EXECUTIVE
Date: 27th JULY 2004

Wireless Ventures (Cayman Islands) Limited

By: R. NICHOLSON
Name: RAUL NICHOLSON - COE
Title: GENERAL MANAGER
Date: 27th JULY 2004.

Digicel Cayman Limited

By: J. D. BUCKLEY
Name: JOHN D. BUCKLEY
Title: C.E.O.
Date: 27 July 2004

July 23, 2004
Modified July 27, 2004

Annex I

C&W Rates Proposed as of 8 July 2004

See Attached Notified Tariffs

Annex II

Mobile Termination Rate Transition Schedule

The Mobile Termination Rate will decrease on a straight line basis using the formula below. The formula will be applied in the first quarter effective 1 July 2006. The formula subtracts the decrement from the previous quarter over 10 quarter periods (from first quarter starting at 1 July 2006 and the final quarter ending on 31 Dec 2008) with the resulting effect of the final quarter being at the FLLRIC rate.

This formula is effective, on a quarterly basis, from 1 July 2006 until 31 December 2008 (unless modified by Section 7, above).

The starting point of the formula is the US\$0.225 on 30th June 2006.

$$\text{Quarter}_{n+1} = \text{Quarter}_n - ((0.225 - w) / 10)$$

Where w = FLLRIC mobile termination rate

Annex III

Fixed Termination Rate Transition Schedule

The Fixed Termination Rate will decrease on a straight line basis using the formula below. The formula will be applied in the first quarter effective 1 July 2006. The formula subtracts the decrement from the previous quarter over 10 quarter periods (from first quarter starting at 1 July 2006 and the final quarter ending on 31 Dec 2008) with the resulting effect of the final quarter being at the FLLRIC rate.

This formula is effective, on a quarterly basis, from 1 July 2006 until 31 December 2008.

The starting point of the formula is CI\$ 0.0125 per call, CI\$ 0.0091 per minute and CI\$ 0.00086 per minute for the call set-up, call duration and interconnection specific charges, respectively, on 30th June 2006.

$$\text{Quarter}_{n+1} = \text{Quarter}_n - ((0.0125 - x) / 10)$$

Where x = FLLRIC fixed call set-up charge

$$\text{Quarter}_{n+1} = \text{Quarter}_n - ((0.0091 - y) / 10)$$

Where y = FLLRIC fixed duration charge

$$\text{Quarter}_{n+1} = \text{Quarter}_n - ((0.00086 - z) / 10)$$

Where z = FLLRIC fixed interconnection specific charge

Annex IV

Thresholds for triggering imputation tests of postpaid plans

Bands	Points to be used for populating linear functions that define threshold	Effective rate threshold (CIS)
1	1-150	\$.20
2	250	\$.17
3	450	\$.123
4	850	\$.083
5	1500	\$.076
6	2,500	\$.066
7	4,250	\$.065
8	10000	\$.055
9	20,000 and above	\$.048

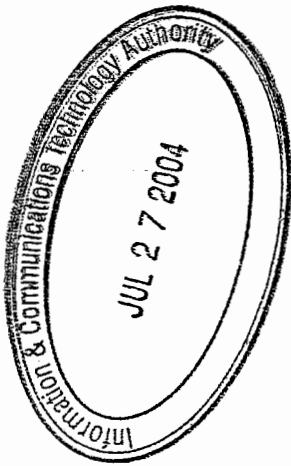
Note A: For all minutes that are between bands (but not explicitly included in the table above), the effective rate threshold is populated linearly.

Note B: For bands 1 and 9, a flat effective rate threshold is used for all minutes in those bands. Thus, in band 1, all minutes from 1-150 use an effective rate threshold of \$.20. In band 9, all minutes from 20,000 and above use an effective rate threshold of \$.048.

Note C: The "Effective Rate" is defined as the headline monthly flat rate divided by the number of bundled minutes offered in the plan. For example, for the b250 plan shown as part of Annex I, there are 250 minutes offered at \$45.00, creating an effective rate of \$.18.

**PART C MOBILE TELECOMMUNICATIONS SERVICES - continued****Item 301 bMobile Plans -continued****1. Service Description**

- 1) This item is subject to the Terms and Conditions in Item 300 of this Tariff
- 2) bMobile is a Postpaid Mobile Service which provides the Customer with access to C&W's GSM or TDMA Mobile Network.
- 3) C&W provides the following bMobile Plans: b150, b250, b450, b850 and Cool Deal.
- 4) Most bMobile Postpaid Plans include the following Features: Talkaway, Family Circle and Short Message Service ("SMS"), Caller Identification, Call Forwarding, Call Waiting, Three-Way Calling, Call Barring, Voicemail and Roaming. See 5 (a) for specific plan and features. See Item 304 for Feature descriptions.
- 5) Each bMobile Plan includes a certain number of Anytime minutes in the monthly charge, as well as rates for calls to C&W mobile, C&W Fixed Line numbers and 3rd Party Operators.
- 6) Customers on the TDMA network will receive Reward Points based on the subscribed Plan and a 15% discount on the Usage Charges for out of plan call minutes to the three local Telephone Numbers he/she dials the most every month. These telephone numbers will be determined by C&W automatically based on the Usage Charges and the 15% discount applied.
- 7) Customers on the GSM network will receive Reward Points based on Plan and spend. (See Item 309)
- 8) Voicemail Services include a message-waiting indicator free of charge and is accessed locally free of charge
- 9) The Family Circle feature allows Customers on eligible bMobile Plans to include a certain number of additional handsets on their Account, for a monthly charge per additional handset. All handsets included in a plan share the Anytime minutes included each month for that plan and additional usage for all handsets is charged at the usual rates.





PART C MOBILE TELECOMMUNICATIONS SERVICES - continued**Item 301 bMobile Plans -continued**

C&W cannot allocate specific amounts of plan minutes to individual handsets under the same bMobile Plan.

- 10) Customers will receive the basic Mobile Mail package for no additional monthly charge. Incoming e-mail messages are free and the Customer will pay the usual SMS charges, as per sub-item 306(3), for sending e-mails from their handsets.
- 11) The Off-Peak Minutes package allows Customers on the bMobile Plans to purchase 200 to 1000 additional minutes for Off-peak Calls to C&W Fixed Line and C&W Mobile Telephone Numbers. These extra minutes are added to the minutes already included in the Customer's bMobile Plan. This is only available on GSM Mobile Service. Customers will not be able to carry unused minutes over from month to month.

2. Definitions

"Off-peak" or "Evenings and Weekends" means all times other than Peak times.

"Peak" or "Daytime" means 6 a.m. to 8 p.m. Monday through Friday.

"Talkaway " allows the Customer to nominate five international Telephone Numbers for which he/she will receive 20% discount on IDD Usage Charges for Calls made to those Telephone Numbers.

3. Terms and Conditions

- 1) All Usage Charges, except Roaming Charges, are billed on a per-second basis. (See Item 305 for details)
- 2) Monthly Charges are generally payable monthly in advance for Mobile Plans and Optional Services. Usage Charges are billed at the end of the billing cycle in which they were incurred and are payable monthly in arrears.
- 3) There is a 12 month minimum term contract on bMobile plans with the exception of Cool Deal which has a 6 month minimum term contract.



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued**Item 301 bMobile Plans -continued**

After the minimum contract period has expired the service is continued on a month by month basis.

- 4) An Early Termination Fee (ETF) of 50% of the monthly rental of the remaining contract period will be applied to customers who terminate their postpaid service early.

4. Optional Services

- 1) bMobile Plans include access to SMS (see Item 306 for details). The bMobile Plans include a certain number, depending upon the Plan, of outgoing SMS messages to C&W Mobile Customers in the Cayman Islands free of charge each month.
- 2) Charges apply to additional outgoing SMS messages, and to SMS messages to other countries and other operators. See Item 306(3) for applicable rates and charges.
- 3) bMobile Plan Customers may subscribe to one of three SMS plans or use the pay-per-use SMS option. The SMS Plan is available on GSM only.
- 4) If a Customer subscribes to a SMS plan, it will apply to all messages sent by the Customer after the initial local SMS messages included free of charge in the bMobile Plan.
- 5) The pay-per-use SMS option apply to all other Customers.
- 6) Customers can receive incoming SMS free of charge.
- 7) bMobile Plan Customers will be able to access content services, either by paying \$2.00 per month per information provider to receive information via SMS message from a pre-selected information provider, or by paying \$0.20 per SMS message sent requesting information from an information provider on an ad-hoc basis. See Item 306 of this Tariff for details.
- 9) bMobile Plan Customers will also be able to access additional forms of contents such as games (\$0.30 to \$1.00 per game downloaded) and



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued

Item 301 bMobile Plans -continued

ringtones (\$1.00 per monophonic ringtone and \$2.50 per polyphonic ringtone).

- 9) All information and content is provided by third parties.
- 10) Customers may subscribe to an Optional MMS Plan, which is only available on the GSM network. Customers must have a MMS compatible handset which has been programmed for MMS.
- 11) MMS attracts a fixed monthly charge of \$15.00 for unlimited sending and receiving of multi-media.messages.
- 12) Mobile Web provides access to internet and WAP services via a compatible device. Charges are based on usage. See section 5 (e) for details.

5. Rates and Charges

The following rates and charges apply to the bMobile Plans:

a) Main Plans

Plan	CoolDeal	b150	b250	b450	b850
Monthly Charge	\$10	\$35	\$45	\$60	\$79
Anytime Minutes Included with Plan (a)	0	150	250	450	850
<u>Additional per minute rate</u>					
C&W mobile to C&W mobile	\$0.22	\$0.20	\$0.20	\$0.20	\$0.20
C&W Mobile to C&W Fixed	\$0.22	\$0.20	\$0.20	\$0.20	\$0.20
C&W to other	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued

Item 301 bMobile Plans -continued

mobile					
Text messages included with plan	0	50	75	100	150
Additional Text Messages					
C&W to C&W Cayman	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
C&W to C&W Caribbean	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
C&W to Other Destination/Operator	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Family Circle (b)					
Maximum Handsets	N/A	5	8	15	30
Extra Handset monthly Charge	N/A	\$10.00	\$10.00	\$10.00	\$8.00
Talkaway					
Int'l Nominated numbers	N/A	5	5	5	5
Talkaway Discount	N/A	20%	20%	20%	20%
Mobile Reward Points	1	4	5	6	8
Executive Voicemail, Call Forwarding, 3-Way Calling,	No	Yes	Yes	Yes	Yes
Voicemail Standard	Yes	N/A	N/A	N/A	N/A
Voicemail Retrieval	Yes	Yes	Yes	Yes	Yes
Caller ID, Call Waiting,	Yes	Yes	Yes	Yes	Yes
Mobile Mail	Yes	Yes	Yes	Yes	Yes

(a): Plan minutes do not include calls to third Party



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued

Item 301 bMobile Plans -continued

(b): All handsets must be on same network (i.e. TDMA or GSM)

b) Optional Services Off Peak Minutes

	Off Peak 200	Off Peak 500	Off Peak 1000
Monthly Charge	\$15.00	\$30.00	\$54.00
Off-peak Minutes(a)	200	500	1000

(a): For Calls to C&W Fixed Line and C&W Mobile Numbers.

(b) Available only on GSM

c) Optional Services SMS Plans

SMS Plans	50	150	500
Monthly Charge	5	13	39
Included Messages	50	150	500
Additional Messages			
C&W to C&W Cayman ISlands	\$0.11	\$0.11	\$0.10
C&W to C&W Caribbean Islands	\$0.18	\$0.18	\$0.15
C&W to Other Destinations/Operator	\$0.27	\$0.27	\$0.25

(a) Available on GSM only.

d) Optional Services MMS (Photo Messaging) Plans

Monthly Charge	\$15.00
Included Messages	Unlimited

(a) Available on GSM only.

e) Optional Services Mobile Web Plans

Mobile \Web Plans	1	5	15	50
Monthly Charge	\$4.00	\$18.00	\$50.00	\$150.00
Included MB	1	5	15	50
Additional MB (charge for each additional MB)	\$5.00	\$5.00	\$3.00	\$2.50

PART C MOBILE TELECOMMUNICATIONS SERVICES - continued

Item 301 bMobile Plans -continued

(a) Available on GSM only

f) One-off Charges

	One-off Charge
Starter Kit	\$25.00
SIM Replacement	\$25.00
Number Change	\$25.00
Reconnection Fee	\$10.00

g) IDD charges

	Daytime (8 am - 6 pm)	Evening (6 pm - 8 am)	Weekend (Saturday, Sunday and Public Holidays)
Jamaica, Turks, USA, Canada, UK and Ireland	\$0.45	\$0.40	\$0.35
Rest of the World (except Other*)	\$0.55	\$0.50	\$0.45
Inmarsat - E Atlantic/ W Atlantic/ Pacific	\$9.06	\$9.06	\$9.06
Inmarsat - W Atlantic	\$7.92	\$7.92	\$7.92

*The International Direct Dial rates for the following countries: Antarctica, Ascension Cuba, Cuba - Guantanamo, Solomon Islands, Guinea Bissau, Sao Tome and Principe, Norfolk Islands, Vanuatu (Republic Of), Saint Helena, Falkland Islands (Malvinas), Cook Islands, Syrian Arab Republic are; \$0.96, \$0.72 and \$0.66 for Day, Evening and Weekends respectively.



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued**Item 302 bBiz Plans -continued****1. Service Description**

- 1) This Part is subject to the terms and provisions of Item 300 of this Tariff.
- 2) bBiz is a Postpaid Mobile Service which provides the Customer with access to C&W's GSM or TDMA Mobile Network.
- 3) C&W provides the following bBiz Plans: bBiz1500, bBiz2500, bBiz4250 and bBiz10000.
- 4) Most bBiz Postpaid Plans include the following features: Talkaway, Family Circle and Short Message Service ("SMS"), Caller Identification, Call Forwarding, Call Waiting, 6-Way Calling, Call Barring, Voicemail and Roaming. See section 5(a) for specific plan and features. See Item 304 for the feature descriptions.
- 5) Each bBiz Plan includes a certain number of Anytime minutes in the monthly charge, as well as rates for calls to C&W mobile, C&W Fixed Line numbers and 3rd Party Operators.
- 6) Customers on the TDMA network will receive Reward Points based on the subscribed Plan and a 15% discount on the Usage Charges for out of plan call minutes to the three local Telephone Numbers he/she dials the most every month. These Telephone Numbers will be determined by C&W automatically based on the Usage Charges and the 15% discount applied.
- 7) Customers on the GSM network will receive Reward Points based on Plan and spend. (See Item 309)
- 8) Voicemail Services include a message-waiting indicator free of charge and is accessed locally free of charge.
- 9) The Family Circle feature allows Customers on bBiz Plans to include a certain number of additional handsets on their Account, for a monthly charge per additional handset. All handsets included in a plan share the Anytime minutes included each month for that plan and additional usage for all handsets is charged at the usual rates. C&W cannot



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued**Item 302 bBiz Plans -continued**

allocate specific amounts of plan minutes to individual handsets under the same bBiz Plan.

- 10) Customers will receive the basic Mobile Mail package for no additional monthly charge. Incoming e-mail messages are free and the Customer will pay the usual SMS charges, as per sub-item 306(3), for sending e-mails from their handsets.
- 11) The Off-Peak Minutes package allows Customers on the bBiz Plans to purchase 200 to 1000 additional minutes for Off-peak Calls to C&W Fixed Line and C&W Mobile Telephone Numbers. These extra minutes are added to the minutes already included in the Customer's bBiz Plan. Customers will not be able to carry unused minutes over from month to month. This is only available on GSM Mobile Service

2. Definitions

"Off-peak" or "Evenings and Weekends" means all times other than Peak times.

"Peak" or "Daytime" means 6 a.m. to 8 p.m. Monday through Friday.

"Talkaway " allows the Customer to nominate five international Telephone Numbers for which he/she will receive 20% discount on IDD Usage Charges for Calls made to those Telephone Numbers.

3. Terms and Conditions

- 1) All Usage Charges, except Roaming Charges, are billed on a per-second basis. (See Item 305 for details)
- 2) Monthly Charges are generally payable monthly in advance for Mobile Plans and Optional Services. Usage Charges are billed at the end of the billing cycle in which they were incurred and are payable monthly in arrears.



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued**Item 302 bBiz Plans -continued**

- 3) There is a 12 month minimum term contract on bBiz plans. After the minimum contract period has expired the service is continued on a month by month basis.
- 4) An Early Termination Fee (ETF) of 50% of the monthly rental of the remaining contract period will be applied to customers who terminate their postpaid service early.

4. Optional Services

- 1) bBiz Plans include access to SMS (see Item 306). The bBiz Plans include a certain number, depending upon the Plan, of outgoing SMS messages to C&W Mobile Customers in the Cayman Islands free of charge each month.
- 2) Charges apply to additional outgoing SMS messages, and to SMS messages to other countries and other operators. See Item 306 for applicable rates and charges.
- 3) bBiz Plan Customers may subscribe to one of three SMS plans or use the pay-per-use SMS option. The SMS Plan is available on GSM only.
- 4) If a Customer subscribes to a SMS plan, it will apply to all messages sent by the Customer after the initial local SMS messages included free of charge in the bBiz Plan.
- 5) The pay-per-use SMS option apply to all other Customers.
- 6) Customers can receive incoming SMS free of charge.
- 7) bBiz Plan Customers will be able to access content services, either by paying \$2.00 per month per information provider to receive information via SMS message from a pre-selected information provider, or by paying \$0.20 per SMS message sent requesting information from an information provider on an ad-hoc basis. See Item 306 for details.
- 8) bBiz Plan Customers will also be able to access additional forms of contents such as games (\$0.30 to \$1.00 per game downloaded) and



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued

Item 302 bBiz Plans -continued

ringtones (\$1.00 per monophonic ringtone and \$2.50 per polyphonic ringtone).

- 9) All information and content is provided by third parties.
- 10) Customers may subscribe to an Optional MMS Plan, which is only available on the GSM network. Customers must have a MMS compatible handset, which has been programmed for MMS.
- 11) MMS attracts a fixed monthly charge of \$15.00 for unlimited sending and receiving of multi-media.messages.
- 12) Mobile Web provides access to internet and WAP services via a compatible device. Charges are based on usage. See Section 5(e) for details.

5. Rates and Charges

The following rates and charges apply to the bBiz Plans:

a) Main Plans

Plan	BBiz1500	bBiz2500	bBiz4250	bBiz10,000
Monthly Charge	\$129	\$189	\$299	\$599
Minutes Included with Plan (a)	1500	2500	4250	10,000
Additional Per Min Rate				
C&W Mobile to C&W Mobile	\$0.20	\$0.20	\$0.20	\$0.20
C&W Mobile to C&W Fixed	\$0.20	\$0.20	\$0.20	\$0.20
C&W Mobile to Other Mobile	\$0.25	\$0.25	\$0.25	\$0.25
Text Messages included with plan	200	300	400	500
Additional Text Messages				
C&W to C&W Cayman	\$0.12	\$0.12	\$0.12	\$0.12
C&W to C&W Caribbean	\$0.20	\$0.20	\$0.20	\$0.20
C&W to other operators/destinations	\$0.30	\$0.30	\$0.30	\$0.30
Family Circle (b)				
Maximum Handsets	50	65	85	200
Extra handset monthly charge	\$8	\$5	\$5	\$5
Talkaway				
International nominated numbers	5	5	5	5



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued

Item 302 bBiz Plans -continued

Talkaway Discount	20%	20%	20%	20%
Voicemail Retrieval	FREE	FREE	FREE	FREE
Mobile Reward Points	13	19	30	60
Executive Voicemail, Call Forwarding, Caller ID, Call Waiting, 3 Way Calling	FREE	FREE	FREE	FREE

- (a): Plan minutes do not include calls to third Party
- (b): All handsets must be on same network (i.e. TDMA or GSM)

b) Optional Services Off Peak Minutes

	Off Peak 200	Off Peak 500	Off Peak 1000
Monthly Charge	\$15.00	\$30.00	\$54.00
Off-peak Minutes(a)	200	500	1000

- (a): For Calls to C&W Fixed Line and C&W Mobile Numbers.
- (b) Available only on GSM

c) Optional Services SMS Plans

SMS Plans	50	150	500
Monthly Charge	5	13	39
Included Messages	50	150	500
Additional Messages			
C&W to C&W Cayman ISlands	\$0.11	\$0.11	\$0.10
C&W to C&W Caribbean Islands	\$0.18	\$0.18	\$0.15
C&W to Other Destinations/Operator	\$0.27	\$0.27	\$0.25

- (a) Available on GSM only.

d) Optional Services MMS (Photo Messaging) Plans

Monthly Charge	\$15.00
Included Messages	Unlimited

- (a) Available on GSM only.



PART C MOBILE TELECOMMUNICATIONS SERVICES - continued

Item 302 bBiz Plans -continued

e) Optional Services Mobile Web Plans

Mobile \Web Plans	1	5	15	50
Monthly Charge	\$4.00	\$18.00	\$50.00	\$150.00
Included MB	1	5	15	50
Additional MB (charge for each additional MB)	\$5.00	\$5.00	\$3.00	\$2.50

(a) Available on GSM only

f) One-off Charges

	One-off Charge
Starter Kit	\$25.00
SIM Replacement	\$25.00
Number Change	\$25.00
Reconnection Fee	\$10.00

g) IDD charges

	Daytime (8 am – 6 pm)	Evening (6 pm – 8 am)	Weekend (Saturday, Sunday and Public Holidays)
Jamaica, Turks, USA, Canada, UK and Ireland	\$0.45	\$0.40	\$0.35
Rest of the World (except Other*)	\$0.55	\$0.50	\$0.45
Inmarsat – E Atlantic/ W Atlantic/ Pacific	\$9.06	\$9.06	\$9.06
Inmarsat – W Atlantic	\$7.92	\$7.92	\$7.92

* The International Direct Dial rates for the following countries: Antarctica, Ascension, Cuba, Cuba – Guantanamo, Solomon Islands, Guinea Bissau, Sao Tome and Principe, Norfolk Islands, Vanuatu (Republic Of), Saint Helena, Falkland Islands (Malvinas), Cook Islands, Syrian Arab Republic are; \$0.96, \$0.72 and \$0.66 for Day, Evening and Weekends respectively.