



CABLE & WIRELESS

Cable & Wireless
(Cayman Islands) Limited

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Our ref: GRCR/COMP 8.11
26th June 2007

Mr. David Archbold,
Managing Director,
Information and Communications Technology Authority,
P.O.Box 2502
3rd Floor, Alissta Towers,
North Sound Way,
Grand Cayman KYI-1104
Cayman Islands



Dear Mr. Archbold,

Re: Revisions to PSTN Transit and Related Services

Pursuant to Clause 22 of the 6 October 2004 Interconnection Agreement between Cable and Wireless (Cayman Islands) Limited ("**Cable & Wireless**") and WestTel Limited ("**WestTel**"), and pursuant to Section 66 (1) of the Information and Communications Technology Authority Law, 2002 (2006 revision), and pursuant to Section 23 (a) of the Information and Communications Technology Authority (Interconnection and Infrastructure Sharing) Regulations, 2003, please find attached a jointly signed First Amending Agreement to said Interconnection Agreement.

These changes will facilitate the delivery to third-party carriers in the Cayman Islands, via Cable & Wireless' PSTN network, of overseas-originated traffic brought into the Cayman Islands by WestTel.

Yours sincerely,
CABLE & WIRELESS (CAYMAN ISLANDS) LTD.


for Rudy B. Ebanks
Chief Regulatory & Carrier Relations Officer

cc Mr. Michael Edenholm, CEO WestTel Limited
Mr. Timothy Adam, CE, C&W
Mr. Frans Vandendries, VP Legal & Regulatory Affairs, C&W
Mr. Lawrence McNaughton, EVP Carrier Services (Caribbean), C&W

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FIRST AMENDING AGREEMENT
TO THE C&W – WESTTEL INTERCONNECTION AGREEMENT

This Amending Agreement is made this 19th day of June 2007.

BETWEEN

- A) WestTel Limited, a company duly incorporated under the laws of the Cayman Islands, having its registered office at P.O. Box 31112 SMB, George Town, Cayman Islands (“WestTel”); and
- B) Cable and Wireless (Cayman Islands) Limited, a company duly incorporated under the laws of the Cayman Islands having its registered office at One Technology Square, 19 Eastern Avenue, George Town, P.O. Box 293, Grand Cayman, KY1-1104, Cayman Islands (“C&W”).

RECITALS

- A) C&W and WestTel executed an Interconnection Agreement on 6 October 2004 (the “Interconnection Agreement”).
- B) C&W and WestTel wish to amend the PSTN Transit Service Description and make related amendments in order to accommodate the conveyance of internationally-originated traffic through the C&W System.

IT IS AGREED AS FOLLOWS:

1. **Definitions**

- 1.1 In this Amending Agreement, unless the context otherwise requires or explicitly states, the terms used shall have the meanings assigned to them in the Definitions schedule of the Interconnection Agreement.

2. **Revised Service Descriptions**

- 2.1 The PSTN Terminating Access Service, PLMN Terminating Access Service, and PSTN Transit Service descriptions in the Service Descriptions schedule to the Interconnection Agreement shall be replaced by the Service Descriptions annexed to this Amending Agreement.

3. **Effective Date**

- 3.1 This Amending Agreement shall be effective on the date last executed by C&W and WestTel. C&W agrees to file this Amending Agreement with the Authority within the timeframes stipulated by the *Information and Communications Technology Authority (Interconnection and Infrastructure Sharing) Regulations*.

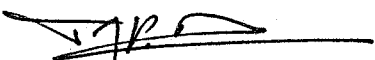
C&W 

WestTel 

Signed as an Agreement on the date first inscribed above.

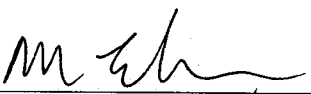
Signed for and on behalf of Cable and Wireless (Cayman Islands) Limited

By:



Name: TIMOTHY P. ADAM
Title: CHIEF EXECUTIVE

Signed for and on behalf of WestTel Limited

By:


Name: Michael Edenholm
Title: CEO

C&W 

WestTel 

ANNEX

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 Subscriber Connections in the Cayman Islands from the Point of Connection defined by the Joining Service via the Service Supplier PSTN 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 or ultimately terminating 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 Subscriber Connections in the Cayman Islands 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 –

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:
 - 1.1.2.1. from Service Taker Subscriber Connections or from Third Party International Telecom Provider Subscriber Connections (via the Service Taker System) destined for Third Party National Telecom Provider Subscriber Connections 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 the Third Party National Telecom Provider, as well as
 - 1.1.2.2. from Third Party Telecom Providers transitted via the Service Supplier PSTN to the Point of Connection for collection and termination by the Service Taker on Service Taker Subscriber Connections in the Cayman Islands.
- 1.1.3. Valid number ranges for the Third Party National Telecom 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. Calls delivered under paragraph 1.1.2.2 are terminated by Service Taker pursuant to the appropriate service in Part II of this Service Descriptions Schedule.
- 1.1.5. 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.
- 1.1.6. 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 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. For Calls originating on Service Taker or Third Party International Telecom Provider Subscriber Connections (via the Service Taker System), Service Taker will be responsible for validating the called number against the valid Third Party National Telecom Provider numbers in accordance with the Numbering Plan. For Calls originating on Third Party National Telecom Provider Subscriber Connections, Service Supplier will be responsible for validating the called number against the valid Service Taker 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 the Service Supplier 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 for each Answered Call. For the avoidance of doubt, payments to Third Party National Telecom Providers are determined by those Third Party National Telecom Providers, not by Service Supplier.
- 1.5.3. Usage Charges include:
 - 1.5.3.1. Transit Charges, 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
 - 1.5.3.2. Payments to the Third Party National Telecom Providers for completion of the Call, depending upon the charges of the Third Party National Telecom Provider which is completing 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 –