

**Agreement**

BETWEEN:

**CABLE & WIRELESS (CAYMAN ISLANDS) LIMITED (“C&W”)**

- and -

**WIRELESS VENTURES (CAYMAN ISLANDS) LIMITED (“WVCIL”)**

(each a “Party” and collectively the “Parties”)

**WHEREAS** the Parties have entered into an interconnection agreement of today’s date (the “Interconnection Agreement”)

**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 separately agree as follows:

1. During the course of negotiations on the Interconnection Agreement, the Parties were unable to reach agreement on a final, permanent rate for the termination of fixed-to-mobile and mobile-to-mobile traffic, specifically identified in the Tariff Schedule as the Mobile Termination Part of the PLMN Terminating Access Service.
2. The Parties agreed as part of their negotiations that they would include a rate in the Interconnection Agreement for the Mobile Termination Part that was interim in nature and without prejudice to the position of either Party in relation to the appropriate rate for the termination of fixed-to-mobile and mobile-to-mobile traffic.
3. The rate for the Mobile Termination Part established in Part 2 of the Tariff Schedule of the Interconnection Agreement is only interim, and is determined as the mid point between the opening proposals of the Parties. The Parties agree that the interim Mobile Termination Part rate is #####, being the mid point between C&W’s opening proposal of ##### and WVCIL’s opening proposal of #####. This interim Mobile Termination Part rate is calculated on the basis of a ##### minute call duration. The rate is subject to modification by the Parties upon resolution by the Information and Communications Technology Authority (“ICTA”) of the dispute between C&W and WVCIL over the proper rate for this service.

**REDACTED VERSION**

4. The Parties agree to apply to the ICTA for a resolution of their dispute over these rates, using the dispute resolution procedures provided for by the ICTA but on as expedited a basis as possible.
5. The Parties agree to request confidential treatment of the rates in paragraph 3 above on the basis that they believe that disclosure of the parties' positions with respect to the rates could reasonably prejudice negotiations with third parties in the case of C&W and result in competitive disadvantage for WVCIL. The Parties agree to request that confidentiality be sustained for six (6) months, and to file a redacted version for the public record where all confidential information is replaced by "###".
6. Once the ICTA has determined the proper rate for the Mobile Termination Part of the PLMN Terminating Access Service in the Interconnection Agreement, the Parties will revise the Tariff Schedule to reflect the ICTA-determined rate, retroactive to the date the Interconnection Agreement had been signed by both Parties.
7. Within five (5) days of such retroactive revision, the Parties will calculate the difference between what had been paid for PLMN Terminating Access Service up to that date versus what would have been owed had the ICTA-determined rate been in effect from the date the Interconnection Agreement was signed. That calculated amount shall be paid by the Party that owes it to the other Party within thirty (30) days of the calculation.
8. The Parties agree to complete the rates for the Optical In-Span Joining Service in the Tariff Schedule within two (2) weeks of today's date.

Signed as an agreement on February 06, 2004.

**Cable & Wireless (Cayman Islands) Limited**

By: \_\_\_\_\_  
Timothy P. Adam  
Chief Executive

**Wireless Ventures (Cayman Islands) Limited**

By: \_\_\_\_\_  
Raul Nicholson-Coe  
General Manager