

Agreement for the provision of resale cable broadband access services to retail customers on the network of Cable Bahamas

This Agreement is made between:

[Company name], address, registration details, legal representative (“The Customer”)

and

Cable Bahamas Ltd. a company incorporated under the Laws of the Commonwealth of The Bahamas (“Cable Bahamas”) (hereinafter both referred to as “The Parties”) and is made effective upon the date that it is signed by both parties

0 Table of content

1. Definitions and interpretation
2. Object
3. Contract start date and duration
4. Contract documents and precedence of documents
5. Services
6. Services availability
7. Eligibility requirements
8. Responsibilities and obligations
9. Maintenance
10. Connection of the retail customer
11. Uses of the Services and obligations of the Customer and Cable Bahamas
12. Non discrimination
13. Financial conditions
14. Service modification
15. Fault and change management
16. Monitoring Committee
17. Liability of The Parties
18. Suspension
19. Termination
20. Force majeure
21. Intellectual property
22. Confidentiality
23. Client base
24. Insurance
25. Governing law

For the purposes of s. 116 of the Communications Act (or the Act), URCA conducted a high level review of the Broadband Resale Offer pursuant to section 5.1.3 of URCA’s SMP Final Decision (ECS 11/2010) issued on 22 April, 2010. Based on this review URCA is satisfied that the Offer is complete. URCA has not approved the terms and conditions or pricing of the Offer in order to encourage commercial negotiations between CBL and potential wholesale customers.



1 Definitions and interpretation

In this Agreement, the following terms and expressions shall have the following meanings unless explicitly mentioned:

“Accredited Service Provider”	either (i) the Customer; or (ii) any other person who is a party to an agreement with Cable Bahamas under which it receives services substantially similar to the Services
“Agreement”	The present agreement including its annexes
“Applicable Laws”	(i) any applicable statute or proclamation or any delegated or subordinate legislation; (ii) any enforceable community right within the meaning of the Communications Act; (iii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time in the country or any other relevant jurisdiction, (iv) any Regulatory Requirement
“Commercial Launch Date”	The date on which the Customer executes this Agreement.
“Communications Act”	means Communications Act, 2009
“Confidential Information”	Shall have the meaning given to it in section 22 of this Agreement
“Demarcation Point”	Limit of responsibility between the Network (under the responsibility of Cable Bahamas) and the retail customer in-house wiring and equipment (under the responsibility of the Customer). This point consists in a secured “grey box” outside the retail customer premise.
“Emergency”	Any event of Force Majeure or any situation which, if not remedied within 24 hours, may cause material detriment to the Services or to the Network of Cable Bahamas.
“Event of Force Majeure”	Shall have the meaning attributed to it in section 20
“Level 1 assistance”	First level of customer assistance encompassing information to retail customers, trouble ticketing and maintenance of the customer in-home installation up to the Demarcation Point.
“Level 2 assistance”	Second level of customer assistance where involvement from Cable Bahamas is required, typically for assistance on issues related to the Network down to the Demarcation Point.



“Monitoring Committee”	Committee composed of members of Cable Bahamas and of the Customer, in charge of following the provision of the Services
“Network”	The broadband telecommunications system, which Cable Bahamas is authorized to run under the Communications Act.
“Party”	Refers either to Cable Bahamas or to the Customer as the context requires. The term “Parties” shall mean both Cable Bahamas and the Customer
“retail customers”	“Retail customers” means retail residential cable customers and retail business cable customers.
“Services”	The products or services referred to in Annex 1 (and any additional or substitute products and services either provided by Cable Bahamas as permitted in this Agreement or as agreed between Cable Bahamas and the Customer).
“Standalone cable broadband products”	Refers to cable broadband products provided to Cable Bahamas to its own retail customers in a standalone way, i.e separated from the provision of any cable TV product.
“non-discriminatory basis”	Relates, in similar circumstances, to the provision of services to the retail customers of the Customer’s clients, according to the same technical, operational and performance standards provided by Cable Bahamas to its own retail customers

The headings shall not affect the interpretation of this Agreement.

The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes each of the Annexes.

2 Object

- (a) This offer is being made by Cable Bahamas to the Customer in accordance with requirements imposed by URCA. The purpose of this Agreement is to make available to the Customer wholesale cable broadband Internet access services (“the Services”) for the purpose of enabling the Customer to resell the Services to its retail customers. In return, Cable Bahamas will receive financial compensation from the Customer. The Services covered by this Agreement are detailed in section 5 and in Annex 1.



(b) Cable Bahamas will provide level 2 assistance and support whereas the Customer is responsible for level 1 assistance and support as defined in section 15 and in Annex 3. The Customer is solely responsible for the development and management of its offers as well as the commercial relationship with retail customers. A summary of obligations and responsibilities for each Party is presented in section 8.

3 Agreement start date and duration

The Agreement comes into force as of the date of its execution by authorized representatives of both parties, and shall expire two (2) years after the date of execution by both parties. However, the Agreement shall be renewed automatically renewal for successive periods of one (1) year, unless either Party decides to terminate the Agreement and provides the other Party with written notice of its intent at least six (6) months before the end of the running period.

4 Agreement documents and precedence of documents

- (a) The Agreement comprises of the following documents:
- The Agreement
 - Annexes to the Agreement
 - Service Order forms signed by the Parties
- (b) The terms and conditions of this Agreement are set out in this Agreement, its Annexes and any other policies, procedures or other documents issued by Cable Bahamas as provided for and in accordance with this Agreement.
- (c) In the event of a conflict between the interpretations of the documents comprising this Agreement, the terms and conditions shall be interpreted in the following order of priority unless otherwise specified:
- Clauses of the Agreement
 - Annexes to the Agreement
 - Any other policies, procedures or other documents issued in accordance with this Agreement.

5 Services

5.1 Cable broadband Internet access

The Services comprise of cable broadband Internet access services for retail customers. The Services are described in more details in Annex 1.

5.2 Cable modems

- (a) The Customer is responsible for providing cable modems to retail customers.



- (b) Cable Bahamas will maintain a list of compatible cable modems, in Annex 2 of this Agreement. Cable Bahamas may change this list at any time giving at least six (6) months prior written notice to the Customer, when Cable Bahamas makes the decision to proceed with a change that results in a cable modem model no longer being compatible with Cable Bahamas' network and systems.
- (c) It is expressly agreed between the Parties that the Customer can provide its retail customers with modems other than those purchased from Cable Bahamas. Also the Customer commits to prohibit the use by its retail customers of any other modems but those listed as compatible by Cable Bahamas in accordance with this Agreement.
- (d) The Customer can either:
 - (i) purchase cable modems from Cable Bahamas at prices mentioned in Annex 2 of this Agreement. In that case Cable Bahamas will initially provision and configure the retail customer's cable modem.
 - (ii) purchase cable modems from the list of compatible cable modem models directly from vendors. In this case, the Customer will need to provide Cable Bahamas the MAC addresses in advance of installation so that services can be provisioned.
- (e) Subject to 5.2. (c), the Customer may provide cable modems to its retail customers under terms and conditions (sale, rent, etc.), which depend solely on the decision of the Customer.
- (f) Cable Bahamas will remotely perform network checks and tests on the status of the retail customer's cable modem. Cable Bahamas reserves the right to upgrade customer provided modem firmware in accordance with manufacturer's specifications.
- (g) In the event of a retail customer complaint regarding the cable modem, the Customer will be solely responsible to ensure that the modem is in a working state using its own cable modem test station.

6 Services availability

- (a) The Service shall be available in those parts of The Bahamas, where Cable Bahamas supplies the services on its fully-digital cable network.
- (b) Cable Bahamas is currently undergoing the digitalization of its cable network. Cable Bahamas will inform the Customer of the rollout progress of the digitization plan on a quarterly basis and will notify the Customer of any significant changes to the Service Area within a minimum of one (1) month before the change takes effect.
- (c) The Services will not be available in newly built subdivisions, which have never been connected to the Cable Bahamas network.



7 Eligibility requirements

The Services are available to operators with a valid licence to provide, *inter alia*, public Internet access services in The Bahamas in accordance with the Communications Act and the Customer shall be the legal entity that holds the licence or, if a class licence, a legal entity organized under the laws of The Bahamas

8 Responsibilities and obligations

The table below illustrates the scope of responsibilities and obligations between Cable Bahamas and the Customer.



Cable Bahamas Customer		
Project management (for the provision of resale broadband services)		
Project set-up and monitoring	✓	
Coordination and organisation of progress meetings	✓	
IT specifications	✓	
Relationship with retail customer		
Definition of retail offer		✓
Distribution of retail offer		✓
Management of subscription process with the retail customer (creation, modification, suspension, termination)		✓
Invoicing and management of the commercial relationship		✓
Retail customer connection		
Field work and connection of retail customer's property to the Network (from Demarcation Point to the Network)	✓	
In-house wiring (from Demarcation Point to the retail customer socket) installation and maintenance		✓
Assistance and support		
Level 1 assistance and customer care		✓
Level 2 assistance ¹ and interventions on the network	✓	
Intervention in retail customer's premise		✓
Service testing	✓	✓
Monitoring	✓	
Cable modems		
Modem selection and purchase (within the choice offered by Cable Bahamas)		✓
Logistics and provision of modem to the retail customer		✓
Modem testing in case of customer complaint		✓

Figure 1: Summary of obligations and responsibilities

9 Maintenance

(a) Cable Bahamas shall be entitled at any time to improve, modify, suspend, test, maintain or repair the Network (or any part thereof), the Services provided to the Customer and any other

¹ Level 2 assistance is never in direct contact with the retail customer
CBL– 20Dec10



services offered by it in relation thereto, and to interrupt the Network or the Services or any other such services for such purposes without incurring any liability or obligation to the Customer or the Customer's retail customers provided that Cable Bahamas treats the Customer on a non-discriminatory basis, fairly and on a par with other Accredited Service Providers.

- (b) Cable Bahamas can stop the provision of the Services in the case of a threat to the viability or security of its network operations or safety or in the case of technical intervention or maintenance work by Cable Bahamas on its network.
- (c) In the event of a preventive and/or planned technical intervention and/or maintenance work requiring a service interruption, Cable Bahamas will inform the Customer as soon as possible prior to the service interruption.
- (d) Cable Bahamas shall be entitled to interrupt the Network or the Services at any time without notice in cases of Emergency but Cable Bahamas will use reasonable efforts to ensure the restoration of the Network or Services as promptly as possible.

10 Connection of the retail customer

- (a) The Parties acknowledge that there are three prerequisites before Cable Bahamas can provide the Services to a retail customer of the Customer:
 - i. the property of the retail customer must be connected to the Network, at the Network Demarcation Point
 - ii. there must exist a proper internal wiring within the retail customer property from the Network Demarcation Point to a retail customer socket.
 - iii. the retail customer must be provided with a cable modem, properly connected to the retail customer socket and configured on Cable Bahamas provisioning system.
- (b) The Customer can face the following situations for the connection of the property of the retail customer to the Network:
 - i. Category A – the property is or has already been connected to the Network in the past;
 - ii. Category B – despite being within the Cable Bahamas network area, the property is not in a new subdivision and has never been connected to Cable Bahamas' network;
 - iii. Category C – the property is located in a new subdivision within the Cable Bahamas network area, or is outside the Cable Bahamas network area
- (c) As part of the pre-ordering process, the Customer will need to ascertain whether a property falls under the Category A, Category B or Category C.
- (d) In order for Cable Bahamas to provide the Services to a retail customer of the Customer falling in the Category A, the Customer must ensure that there is proper internal wiring within the



retail customer's property (from the Demarcation Point to a retail customer socket) and that the retail customer is provided with a cable modem, properly connected to the customer socket.

- (e) In order to provide the Services to a retail customer of the Customer falling in the Category B, Cable Bahamas will carry out field work charged to the Customer as per conditions detailed in Annex A. Cable Bahamas will install network equipment ("grey box") at the Network Demarcation Point outside the customer property. The Customer will have the responsibility to set-up proper wiring within the retail customer's property (from the Demarcation Point to the retail customer socket) and to provide the retail customer with a cable modem, properly connected to the customer socket.
- (f) For retail customers of the Customer falling into Category C, the Services shall not be available and Cable Bahamas will have no obligation to provide the Services to the Customer for any retail customers falling into Category C.

11 Uses of the Services and obligations of the Customer and Cable Bahamas

11.1 Uses of the Services

- (a) The Customer is the recipient of the Services provided by Cable Bahamas, which the Customer may use in order to offer retail broadband Internet access to end-users.
- (b) Cable Bahamas is not responsible for the use of the retail services by the Customer's retail customers and has no contractual relationship with such retail customer express or implied.
- (c) As such Cable Bahamas is not responsible for any illegal, abusive or fraudulent use of the Services or for the content of the information, messages, data and communications exchanged through the use of the Services. The Customer shall be solely responsible for the activities of its retail customers and shall indemnify and hold Cable Bahamas harmless for any liability relating to same.
- (d) By signing this Agreement, the Customer acknowledges the characteristics and limitations of the Internet and confirms it understands the nature of the Internet network, the world wide web and in particular its technical performance, response time to consult, request or send information, the technical nature of the Internet network, the route followed by the packets at a given time, the saturation or non-availability of a segment of the network, etc.

The Customer shall be solely responsible for the pricing and commercial policy that applies to its retail customers.

- (e) The Customer hereby assumes full and complete responsibility towards its retail customers for the services it provides to such customers as part of its contract with them. The Customer may not hold Cable Bahamas responsible or seek any indemnity in the case of a legal or regulatory action brought by a retail customer of the Customer, nor may a retail customer of the Customer



seek legal or administrative redress against Cable Bahamas arising out the intentional or negligent acts or breach of contract by the Customer.

11.2 Obligations of the Customer and of Cable Bahamas

The Customer and Cable Bahamas shall each be responsible for complying with all applicable laws and regulations in force, in particular with the Communications Act. Each Party commits to take the whatever measures are necessary to allow the other Party to respect its legal and regulatory obligations, or the obligations to which it has submitted under this Agreement or the licence granted to it under the Communications Act.

11.3 Retail customers of the services

The Services are designed to be used exclusively by retail cable customers. The Customer also commits to include in its general terms and conditions specific clauses restricting the use of the retail residential Services to a strictly domestic usage, as well as clauses providing for the termination of the retail contract in case the retail customer does not respect this clause.

11.4 Minimum service duration

For every retail customer line opened by the Customer, the minimum duration of the Services provided by Cable Bahamas to the Customer shall be one year.

12 Non discrimination

Cable Bahamas commits to treat Customer on a non-discriminatory basis, fairly and on a par with other Accredited Service Providers.

13 Financial conditions

13.1 Service charges

Service charges are detailed in Annex 3. They include the following elements:

- i. One-off charges per retail customers connected
- ii. Recurring charges based on a Retail Minus principle
- iii. Installation cost
- iv. Cable modem purchase costs, if applicable

13.2 Service charges review

- (a) The parties shall conduct an annual pricing review on each anniversary of the Commercial Launch Date. The pricing review will be discussed during a meeting of the Monitoring Committee.



- (b) Either party may also initiate a pricing review, no more frequently than once per calendar quarter, in the following circumstances:
 - (i) In the case of the Customer: if there is a reduction in the primary, non-promotional, non-short term, retail price plans of Cable Bahamas selected in the Retail Minus determination, as set in Annex 3;
 - (ii) In the case of Cable Bahamas: if there is an increase in the cost of providing the Service as a result of third-party price increases or regulatory requirements and/or if Cable Bahamas believes that the Retail Minus calculation results in tariffs below Cable Bahamas' production cost for the corresponding retail service;
- (c) For the avoidance of doubt, production costs shall exclude any costs relating to or incurred in marketing, sales, commissions, customer services, billing, debt collection etc. normally being part of the cost calculations for the corresponding retail price provided to Cable Bahamas' retail customers. Further the production costs shall be the average national costs rather than regional costs for the provision of the services to Cable Bahamas' customers.
- (d) During any price review, the Parties shall negotiate a change in the charges in good faith (each Party acting reasonably and not causing an unreasonable delay in reaching such agreement).
- (e) If the Parties fail to agree a change in the service charges within 30 days of first meeting to discuss a price review, then the discussion will be escalated to the management of both Parties. Any change in the service charges shall be applied to take effect from the date agreed.
- (f) If the parties are unable to agree a price review then either party may terminate this Agreement upon 6 months notice in accordance with termination provisions.

13.3 Invoicing

- (a) Cable Bahamas will invoice the Customer for the installation cost, upon final signature of the Agreement.
- (b) Cable Bahamas will invoice the Customer for service charges on a monthly basis, and will detail all the charges included. Charges will be labeled in Bahamian dollars.
- (c) The invoice will include:
 - (i) The charges corresponding to the monthly fees for the month ahead for all customers connected at the end of the previous month;
 - (ii) The charges corresponding to the one-off fees during the previous month. These fees may include customer connection fees (including field work, when applicable), customer disconnection fees (when applicable), and other fees, as shown in Annex 3;
 - (iii) The charges corresponding to the monthly fees for the customers connected during the past month calculated on a pro rata basis of the number of days since connection;



- (iv) A refund of the monthly fees for the customers disconnected in the previous month, calculated on a pro rata basis of the number of days since disconnection; and
 - (v) The cable modems costs related to the modems purchased from Cable Bahamas in the previous month (if any);
- (d) With regard to Services for which a minimal duration has been set, and for each request for termination of a modem line before the end of the term (in particular during the minimal initial period of one year), the Customer shall pay Cable Bahamas the monthly fees corresponding to the remaining time within the minimal duration. The Customer shall however be exempted from paying the remaining fees provided that the suspension is due to reasons recognized by the law. The Customer shall submit all the necessary justification documents together with its exemption request.

13.4 Payment

- (a) Invoices will be due for payment by the Customer within a 30-day period upon receiving the invoice.
- (b) The Customer accepts that the usage, invoicing, performance and more generally any reporting related to the use of the Services will be calculated with the reporting systems of Cable Bahamas and on the basis of the data recorded by Cable Bahamas.
- (c) During a period of three (3) months after the issuing date of the invoice, Cable Bahamas will make available on request to the Customer all the supporting data for the invoice.
- (d) In case of a discrepancy between the data reported by the Customer and the data invoiced by Cable Bahamas, the Customer will notify Cable Bahamas in writing of its disagreement duly justified, within a 15-day period after the issuing date of the invoice. Failure to do so would lead to de facto acceptance of the invoice.
- (e) Upon receiving the disagreement notification, Cable Bahamas shall indicate in writing to the Customer whether it accepts or rejects the disagreement notification, and shall justify its decision. If Cable Bahamas rejects the disagreement notification, the amount invoiced by Cable Bahamas will be due for payment upon reception by the Customer of the reject decision of Cable Bahamas. If the disagreement persists, either Party can refer to the Monitoring Committee, which shall resolve the disagreement within a period of 45 days.

14 Service modification

In the event of a change to the legal and regulatory framework, a court decision, or a change to a contract affecting one of the Parties, the present Agreement will be amended. The procedure for implementing changes to the Agreement will be discussed and decided as part of the Monitoring Committee.



15 Fault and change management

The maintenance and fault management processes are detailed in annex 4.

16 Monitoring Committee

16.1 Establishment of a Monitoring Committee

- (a) Cable Bahamas and the Customer will establish a Monitoring Committee, in charge of following the provision of the Services. Each Party will incur its own costs relative to the participation on the Monitoring Committee.
- (b) The Monitoring Committee can meet upon request of any Party – and communicate a meeting agenda giving seven (7) days notice. The Monitoring Committee will be comprised of four (4) members, equally split between staff from Cable Bahamas and from the Customer, of which a programme director for Cable Bahamas and a programme director for the Customer. Any decision will have to be voted unanimously by the members of the Monitoring Committee. Should a decision imply a change to the Agreement, it will have to be validated by legal representatives of both Parties as part of an amendment to the Agreement.
- (c) Minutes for the meeting will be documented and validated by both Parties within a week after the meeting.

16.2 Role and activities

- (a) The Monitoring Committee is a collaborative authority in charge of following the provision and use of The Services, as well as planning the evolution of the Services and the network. The Committee meets to make decisions with regard to the following:
 - (i) Service exploitation
 - i. Sales forecasts by the Customer, by offer type and geography
 - ii. Discussion of any action that should be taken to manage fraudulent, illegal and abusive use of the Services
 - (ii) Service evolution
 - i. Service evolution (new technology, new functionality, new equipment)
 - ii. Evolution of IT systems
 - (iii) Amicable settlement of dispute
- (b) In the event members of the Monitoring Committee do not reach an agreement, the Parties will organize negotiation meetings with their Management within thirty (30) days after the date of the Committee meeting where a disagreement will have been noted.



17 Suspension

- (a) Cable Bahamas shall be entitled to suspend any retail customer line if:
 - (i) the retail customer line causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of Cable Bahamas or any other person) including but not limited to causing damage, interfering with or causing deterioration to the operation of the Cable Bahamas network.
- (b) All retail services provided to its retail customer by the Customer via the Services covered by this Agreement will be affected as a result of suspension of the Service.
- (c) Either Party (the “Suspending Party”) shall be entitled to suspend this Agreement by providing notice to the other Party if:
 - (i) the other Party’s network adversely affects the normal operation of the Suspending Party’s network, or is a threat to any person’s safety;
 - (ii) the other Party’s network or the supply of the Services to the other Party may pose an imminent threat to life or the property of the Suspending Party;
 - (iii) the other Party’s network causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of the Suspending Party or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the Suspending Party’s network;
 - (iv) the other Party is in material breach of this Agreement, (including, but not limited to failure to pay any sum, whether in respect of the Services, for which the Customer has been invoiced or billed or requested to make any payment in respect thereof), the Suspending Party has given seven (7) days’ notice of such breach and the other Party has failed to rectify such breach within that time;
 - (v) compliance with legal or regulatory obligations requires immediate action;
 - (vi) continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property; or
 - (vii) any material information provided or representation made by the other Party to the Suspending Party is untrue, false, misleading or inaccurate and has an adverse material impact on the Suspending Party in relation to its provision of the Services under this Agreement.
- (c) In addition, Cable Bahamas shall be entitled to suspend this Agreement:
 - (i) If the Customer attempted to use, is likely to use, or has used the Services (whether with or without the authorization and/or permission of Cable Bahamas) in contravention of the law, rules or regulations and Cable Bahamas has the necessary confirmation from the relevant authority that the Customer is in contravention of the law, rules or regulations and furthermore that the Customer failed to cease such contravention within seven (7) days’ notice of the same by Cable Bahamas;
 - (ii) If it is proven that the Customer intentionally offers the Retail Residential Service to non-residential customers, or if the Customer does not cancel the Retail Residential



Service used by non-residential customers after repeated requests from Cable Bahamas.

- (d) With respect to contravention of any laws as noted in this clause above, the Suspending Party will notify URCA and request URCA's written approval of such suspension. Under this clause, suspension rights shall not be exercised without URCA's prior written approval unless:
 - (i) Imminent or immediate threats to life or property exist; or
 - (ii) compliance with other legal or regulatory obligations require immediate action, in which case the Suspending Party shall be entitled to immediately suspend the operation of this Agreement.
- (e) Suspension of Service does not affect the Customer's obligation to pay any amount owed to Cable Bahamas.
- (f) Cable Bahamas must restore the Service, without undue delay, where the grounds for suspension of the Service no longer exist or a payment or deferred payment agreement has been negotiated. Reconnection charges may apply.
- (g) If this Agreement is suspended for more than sixty (60) days, the Suspending Party shall be entitled to terminate this Agreement with immediate effect by giving the other Party written notice. On giving such notice, all financial obligations will become immediately due and payable.

18 Termination

- (a) Either Party (the "Terminating Party") shall be entitled to terminate this Agreement by providing notice to the other Party if:
 - (i) the other Party is in material breach of this Agreement and the Terminating Party has given seven (7) days notice of such breach and the other Party has failed to rectify such breach within that time;
 - (ii) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed etc;
 - (iii) continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property; or
 - (iv) the Parties are unable to agree on the variation of this Agreement and the Terminating Party has given the other Party not less than six (6) months' notice of its intention to terminate this Agreement.
- (b) In addition, Cable Bahamas shall be entitled to terminate this Agreement where:
 - (i) the Customer attempted to use, is likely to use, or has used or resold the Services (whether with or without the authorization and/or permission of Cable Bahamas) in contravention of any law, rules or regulations; or



- (ii) any material information provided or representation made by the Customer to Cable Bahamas is untrue, false, misleading or inaccurate and has an adverse material impact on Cable Bahamas in relation to its supply of the Services under this Agreement.
- (c) Prior to terminating this Agreement, the Terminating Party will notify URCA that it proposes to terminate this Agreement and request URCA's written acknowledgement of such termination. Termination rights shall not be exercised without URCA's acknowledgement, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party shall be entitled to immediately terminate the operation of this Agreement.
- (d) Termination of Service does not affect the Customer's obligation to pay any amount owed to Cable Bahamas.

19 Force majeure

- (a) Non-performance by either Party of its obligations pursuant to this Agreement or delay in performing same shall not constitute a breach of the Agreement if and for as long as it is due to a force majeure event, including, but not limited to, government action or requirement of regulatory authority, lock-outs, strikes, shortage of transportation, war, rebellion or other military action, fire, floods, hurricanes, natural catastrophes or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than three (3) months, either Party shall have the right to terminate this Agreement with immediate effect by written notice.
- (b) If the affected Party fails to inform the other Party of the occurrence of a force event, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfillment. This obligation does not apply if the force majeure event is known by both Parties or the affected Party is unable to inform the other Party due to the force majeure event.
- (c) The Customer shall not be obliged to pay the charges relating to Services which are not being supplied as a result of an Event of Force Majeure (where the Customer is the affected party) in respect of the period during which such Services are not supplied.

20 Intellectual property

- (a) Neither Party shall use the logos, trademarks, patents, copyrights, and/or trademarks or any other intellectual property rights belonging to the other Party without the specific prior



written consent of the other Party. No ownership to a Party's intellectual property rights shall be transferred to the other Party under this Agreement.

- (b) Notwithstanding anything in this Agreement to the contrary, the Customer shall however be entitled to refer to CBL as a provider of cable infrastructure to the Customer in fact-related communication, the Customer may however not use CBL logos, CBL trademarks and any CBL brands.

21 Confidentiality

- (a) For the period commencing on the Commercial Launch Date and ending two years from the termination or expiry of this Agreement, each Party agrees:
 - (i) to keep confidential all the Confidential Information of the other Party and not to disclose it to any third party;
 - (ii) to allow access to the other Party's Confidential Information only to those of its staff, subcontractors or Third Party Providers that need access to that information for the provision of the Services; and
 - (iii) not to use the Confidential Information of the other Party for any purpose other than to comply with its obligations or exercise its rights set out in this Agreement.
- (b) For the purposes of this clause, Confidential Information includes all information:
 - (i) that is of a confidential, non-public or proprietary nature belonging to one Party (or persons who have made it available to that Party on a confidential basis) that is disclosed to or obtained by the other Party pursuant to this Agreement; and/or
 - (ii) any information disclosed by one Party to the other in circumstances giving rise to an obligation of confidence, whether or not that information is marked confidential.
- (c) Such Confidential Information may include, without limitation, data relating to Subscribers, marketing, sales and financial information, business plans and strategies, details of customers and suppliers and technical information.
- (d) The confidentiality obligation will not apply to a Party in respect of any information that becomes public through no fault of that Party or where the other Party authorizes the disclosure or where disclosure is required by law or the rules of any regulatory authority.
- (e) On termination or expiry of this Agreement, each party will deliver up to the other Party all Confidential Information of the other Party and copies thereof on demand except that both Parties may retain one copy of this Agreement and except as required by a Party to comply with applicable legal or regulatory requirements.

22 Client base

- (a) Cable Bahamas acknowledges that the Customer is receiving the Services for the purpose of providing services to retail customers of the Customer comprising or derived from the



Services. The Parties acknowledge and agree that there shall be no contractual relationship between Cable Bahamas and any Customer's retail customers.

- (b) Where Cable Bahamas changes the standard terms upon which it supplies services to its own retail customers, Cable Bahamas may make equivalent changes to the terms and conditions of this resale offer, provided that Cable Bahamas shall provide the Customer with one (1) month prior written notice of any such change.
- (c) Except as expressly provided in this Agreement or required by Applicable Laws, Cable Bahamas shall not be entitled:
 - (i) to receive information relating to any of the Customer's retail customers; or
 - (ii) to have any form of communication with any of the Customer's retail customers, unless required in order to perform one of the processes of this Agreement (including, but not limited to customer installation and customer disconnection).

23 Insurance

- (a) The Customer must during the term of this Agreement have insurance cover from a reputable insurer for all the risks related to the Agreement. This should include public and product liability insurance providing coverage for all damages the Customer could cause to Cable Bahamas, its network, its systems, its personnel as well as third parties.
- (b) The Customer must on request by Cable Bahamas from time to time, but no more than once in any year, promptly provide Cable Bahamas with an insurance certificate in respect of the policies listed in the present clause.

24. LIMITATION OF LIABILITY AND WARRANTY

- (a) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT CABLE BAHAMAS IS NOT THE MANUFACTURER OF THE CABLE MODEM AND THAT CABLE BAHAMAS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES DIRECT OR INDIRECT EXPRESS OR IMPLIED, WRITTEN OR ORAL IN CONNECTION WITH THE CABLE MODEM (WHETHER PURCHASED OR LEASED FROM CABLE BAHAMAS) INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CABLE BAHAMAS TO THE EXTENT PERMITTED BY LAW ASSIGNS TO THE CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO THE CABLE MODEM AND THE CUSTOMER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.
- (b) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THEIR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE CABLE MODEM OR SOFTWARE INCLUDING MANUFACTURE OR DESIGN SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT CABLE BAHAMAS ITS DIRECTORS, OFFICERS EMPLOYEES, AGENTS, SERVANTS, SUBSIDIARIES OR AFFILIATES SHALL HAVE NO LIABILITY IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE



RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT PROVIDED HEREUNDER WITHOUT LIMITING THE ABOVE, CABLE BAHAMAS ITS DIRECTORS OFFICERS EMPLOYEES AGENTS SERVANTS SUBSIDIARIES OR AFFILIATES SHALL HAVE NO LIABILITY OR OBLIGATION TO THE CUSTOMER IN EITHER CONTRACT OR FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY THE CUSTOMER OR CUSTOMER'S CLIENTS SUCH AS BUT NOT LIMITED TO CLAIMS FOR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH LOSS OF USE, LOSS OF ANTICIPATED PROFITS OR OTHER INCIDENTAL TO OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO THE CABLE MODEM OR ANY OTHER EQUIPMENT DESCRIBED HEREUNDER WHETHER OR NOT FROM OR RELATED TO THE CABLE MODEM OR ANY EQUIPMENT DESCRIBED HEREUNDER WHETHER OR NOT CAUSED BY CABLE BAHAMAS' NEGLIGENCE TO THE FILL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT PURCHASED OR LEASE BY THE UNDERSIGNED FROM CABLE BAHAMAS.

- (c) Notwithstanding the above, Cable Bahamas will undertake on its own initiative and at its own expense to replace any cable modem purchased from it within 60 days of the date of installation of the cable modem if a material defect is discovered other than defect caused by the negligence of the customer or the customer's client.

25. Customer Data and Privacy.

- (a) Customer acknowledges that Cable Bahamas, its Affiliates and their respective agents will, by virtue of the provision of the Services, come into possession of information regarding Customer, its employees and users ("Customer Data"), including personal and/or private information, voice and data transmissions and the originating and destination numbers and IP addresses, date, time, duration, and other data necessary for the establishment, billing or maintenance of such transmissions. Cable Bahamas will implement appropriate technical and organizational measures to protect Customer Data whose use, processing or transfer is regulated by law or regulation as "personal data" ("Regulated Customer Data") against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing. Customer has a right to access Regulated Customer Data that is in the possession of Cable Bahamas, its Affiliates or their respective agents, on written notice, and to have any agreed errors in such Regulated Customer Data rectified.
- (b) Customer acknowledges and agrees that Cable Bahamas and its Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Cable Bahamas or its Affiliates for the purpose of providing Service; administration, provisioning, billing and reconciliation, verification of Customer identity, solvency and creditworthiness, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, and market and customer use analysis; and (c) to communicate to Customer by voice, letter, fax, or E-mail regarding the Services. Customer may withdraw consent for such



use, processing or transfer of Customer Data as set out above by sending written notice to Cable Bahamas in the prescribed form, available from Cable Bahamas on request, except as it is required to (i) provision, manage, account or bill for the Service; (ii) carry out fraud detection; or (iii) comply with any statutory or regulatory requirement or the order of a court or other public authority.

- (c) Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including subjects of Customer Data) for the use, processing and transfer of Customer Data as described in this Section.

26. Content Disclaimer

Cable Bahamas has no control over, or responsibility for, information or other content that Customer or Customer's users may access or receive from third parties via the Internet or otherwise through the use of the Services. Cable Bahamas exercises no control over and accepts no responsibility for the content of the information passing through the Network, Customer Equipment, Service Equipment, or a Service. Cable Bahamas specifically denies any responsibility for the accuracy or quality of information obtained through the Network, Customer Equipment, Service Equipment, or a Service. Use of any information obtained via the Network, Customer Equipment, Service Equipment, or a Service is at Customer's own risk.

27. Liability of The Parties

NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, SAVINGS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, RELATED PRODUCTS, OR DOCUMENTATION, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

At all events, Cable Bahamas' maximum aggregate liability to the Customer under or in connection with the Agreement shall in no circumstances exceed 20% of the amount invoiced to the Customer in the previous calendar year for the Services.

28. Indemnity

- (a) Customer agrees to indemnify, defend and hold harmless Cable Bahamas, its affiliates, and their respective directors, officers, shareholders, employees, representatives, agents, subcontractors, and assigns from and against any and all liability to third parties (including, but not limited to, liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) relating to (i) a breach by Customer of Customer's obligations under this Agreement, including, but not limited to, Customer's violation of the permitted uses of these Services; (ii) the acts, errors, representations, misrepresentations, willful misconduct or negligence of Customer, its employees, or agents; (iii) violation by Customer of a third party's marks or other rights in connection with its performance hereunder; (iv) any claim arising out of or resulting from Customer's or an affiliate of Customer's unauthorized use of



Cable Bahamas' marks or advertising claims made in connection therewith; or (v) the unauthorized use of, or access to, any Service or Cable Bahamas' network by any person using Customer's systems or network.

- (b) Cable Bahamas' right to indemnification as provided herein is conditioned upon: (i) it seeking indemnification giving the other party prompt notice of any claim or litigation for which indemnification is sought, and (ii) cooperating fully with the indemnifying party in the defence, settlement or other disposition of such claim or litigation. The indemnifying party shall have the right to control the defence of any or all claims or litigation to which it indemnity applies; provided, however, the indemnifying party shall no right to settle ay claim or litigation in a manner detrimental to the indemnified party without the prior written consent of the indemnified party, such consent not to be unreasonably withheld or delayed. The indemnified party shall have the right, but not the obligation to join in the defence of such claims or litigation and to be represented by its own counsel, at its own expense.

29. Corporate Authority

Both parties each represents and warrants to the other that it has the requisite corporate authority to enter into this Agreement and perform all of the obligations hereunder.

30. Assignment

The parties shall not be entitled to assign or sub-license its rights or obligations under this Agreement to any third party without the prior written consent of other party, such consent not to be unreasonably withheld; provided, however, upon sixty (60) days prior written notice to the Customer, Cable Bahamas may assign this Agreement without the other party's consent to an entity which, as of the date of this Agreement, controls, is controlled by, or is under common control with Cable Bahamas. Notwithstanding the above, any permitted assignee must assume in writing all of the obligations of the Cable Bahamas. Any purported assignment in violation of this subsection shall be null and void.

31. Severability

The invalidity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

32. Extent of Agreement

This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings between them, whether written or oral, relating to the subject matter hereof. This Agreement cannot be amended except by a writing executed by all parties.

33. No Agency.



The parties are neither partners nor joint venturers hereunder, and neither party is authorized to act as an agent for, or legal representative of, the other party. Neither party has the authority to create any obligation on behalf of, in the name of, or binding upon the other party.

34. No Third Party Beneficiaries.

This Agreement is made solely for the benefit of Cable Bahamas and Customer, and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies on any third parties.

35. Use of Subcontractors/Affiliates.

Without releasing it from any of its obligations under this Agreement, Cable Bahamas is entitled at any time, and without notice, to utilize the services of one or more of its affiliates or sub-contractors in connection with the performance of its obligations under this Agreement.

36. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but together shall constitute one instrument.

37. Governing Law

This Agreement and all collateral matters shall be governed by and construed in accordance with the laws of The Bahamas and the Parties hereby submit to the exclusive jurisdiction of the country courts.

38. NOTICES

All notices, consents, waivers or other communications given or required under this Agreement shall be in writing, directed to the respective addresses of Cable Bahamas and the Customer set forth below or at the most current address as may be supplied by such party to the other for notice.

If to Cable Bahamas:

Cable Bahamas Ltd.
Robinson Road
at Marathon
Nassau, Bahamas
Attn:
Facsimile: 242-356-8985
Telephone: 242-677-8519
e-mail:



If to the _____ :

The
P.O. Box
Nassau, Bahamas
Attn: President
Telephone:
Facsimile:

Notices shall be deemed to have been received as follows: (i) when delivered, if delivered in person; (ii) on the first business day during which a legible electronic transmission of the notice was completely received prior to 5:00 p.m. EST, if sent by facsimile or electronic transmission; (iii) one (1) day after mailing, if sent by courier; and (d) three (3) days after mailing, if sent by first class mail, postage prepaid.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the _____ day of _____ A.D. 2010.

CABLE BAHAMAS LTD

THE

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE:

TITLE:



Annex 1 – Service description

Cable Bahamas provides the Customer with a resale of cable modem broadband Internet access services for the purpose of providing Internet access services to the residential or non-residential retail cable customers as indicated in the table below.

The Internet access services provided by Cable Bahamas to the Customer have the following specifications:

- (i) The services are based on specifications of DOCSIS2.0 or above
- (ii) The services offer the following speeds:

Downstream speed	Upstream speed	Corresponding Cable Bahamas retail offer	Corresponding Retail Cable Customers
Up to 3Mbit/s	512kbit/s	Coralwave Lite	Residential only
Up to 6Mbit/s	768kbit/s	Coralwave Groove	Residential only
Up to 9Mbit/s	1Mbit/s	Coralwave Rock	Residential only
Up to 2Mbit/s	512kbit/s	Coralwave Pro	Non-Residential
Up to 4Mbit/s	1Mbit/s	Coralwave Pro	Non-residential
Up to 6Mbit/s	1.5Mbit/s	Coralwave Pro	Non-residential

Figure 1.1: Available speeds

1 Ancillary services

The following ancillary retail services are not included in this offer

- (i) Web portal access
- (ii) Access to POP, IMAP and SMTP email servers
- (iii) Access to NNTP news servers
- (iv) Security options for protection against viruses, worms, Trojan, Rootkits, spyware, Phishing
- (v) Parental control



If the Customer wishes to provide such ancillary services to its retail customers, the Customer will need to provision and operate such services on the basis of the Internet connectivity, as they will not be provided by Cable Bahamas.

2 General architecture

The exhibit below presents an illustration of the architecture of the resale product provided.

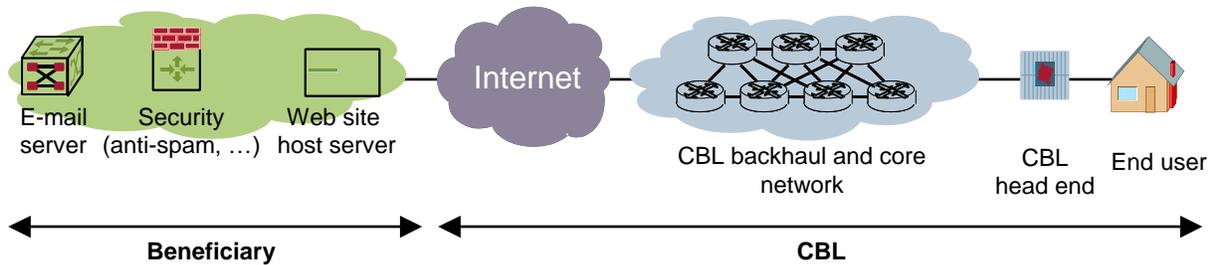


Figure 1.2: High level architecture of resale product [Source: Analysys Mason]

The Customer may request an interconnection with CBL network, so as to forward traffic from/to the Customer's retail customers (e.g. e-mail traffic) on a direct route. This interconnection will be at prices and conditions, which shall be negotiated outside this Agreement.



Annex 2 – Service charges

1 Introduction

This annex covers the various service charges related to the provision by Cable Bahamas of resale broadband services to the Customer. These service charges include the following cost elements:

- (i) One-off charges by retail customer connected;
- (ii) Recurring charges based on a Retail Minus principle;
- (iii) Installation costs;
- (iv) Cable modem purchase costs (for cable modems purchased directly from Cable Bahamas) if any.

2 One-off charges by retail customer connected

The table below presents the charges associated with the connection of a customer, as well as the charges associated with a repair intervention at the customer property.

Item	Charge (\$)	
	Res.	Comm.
Signal activation fee	\$50	\$60
Reconnection fee (as per Section 18)	\$30	\$40
Changes to retail customer specifications (e.g. speed change)	\$10	\$15
Field survey	\$75	\$90
Cancellation charge if technician has been dispatched for field survey	\$30	\$40
Labour for repair work	\$55 per hour	\$70 per hour

Figure 2.1: Installation & repair charges

Figure 2.2 presents several unit charges associated with field work, when applicable.

Item	Charge (\$)
Cable run after 125' from tap equipment	\$2.50 per foot
Trenching	\$55 per foot
Conduit	\$1.75 per foot
Labour	\$55 per hour
Installation of network drop	\$150 per drop
Re-design of existing tap	\$150 per tap

Figure 2.2: Typical unit costs for field work



Charges related to aerial field work are not listed as they vary widely depending on the distance. However, charges related to aerial field work are lower than trenching costs.

3 Recurring charges and per usage charges: Retail Minus principle

- (a) The calculation of the Tariffs imposed for the recurring charges and per usage charges of each service under this Agreement are based on a “Retail Minus” principle. This retail minus is applied to the tariffs of the standalone cable broadband products provided by Cable Bahamas to its own retail customers. These tariffs correspond to monthly fees per user, based on the service speed of the user.
- (b) Such tariffs for any subsequent term shall be based on the charges existing as at the previous calendar quarter prior to the anniversary of the Commercial Launch Date.
- (c) The “Retail” tariff shall be determined based on the base monthly tariff – excluding promotion or special discount – from the middle month of the calendar.
- (d) A retail minus of 22% shall be applied to the selected tariffs.
- (e) In the event that Cable Bahamas believes that the Retail Minus calculation results in service charges below Cable Bahamas’ production cost for the corresponding retail service offered to its customers, the Parties shall negotiate in good faith to agree revised tariffs at the highest of either the price corresponding to the application of the Retail Minus to the “Retail” tariff offered by Cable Bahamas to its customers or Cable Bahamas’ production cost for the service in question. For the avoidance of doubt, production costs shall exclude any costs relating to or incurred in marketing, sales, commissions, customer services, billing, debt collection etc. normally being part of the cost calculations for the corresponding retail price provided to Cable Bahamas’ retail customers. Further the production costs shall be the average national costs rather than regional costs for the provision of the services to Cable Bahamas’ customers.

4 Cable modem prices

Cable Bahamas compatible cable modems are as follows:

- (i) Motorola SB51101i
- (ii) Arris CM550

The price of the cable modem (either brand) purchased directly from Cable Bahamas is listed in Figure 2.3.

Item	Charge (\$)
Cable modem price	\$80

Figure 2.3: Cable modem price



5 Implementation cost

The Customer shall pay Cable Bahamas a one-off implementation fee of \$30,000.



6. Billing

Billing for each retail line shall commence at least five (5) days after installation of service unless provided otherwise. If the installation falls after the first day of a calendar month, the charges for the first month's invoice will be calculated as: the number of days from the installation to the end of the calendar month divided by 30, multiplied by the Monthly Recurring Charges, plus any Non-recurring Charges, if applicable. Customer shall pay Cable Bahamas for the Services, including any termination charges, within thirty (30) days after the date of Cable Bahamas' invoice (the "Due Date"). Payments may be made to the account specified in Cable Bahamas' invoice or by Pre-authorized Cheques. Customer shall make payment without deduction for any banking charge or fee. In the event Customer fails to pay Cable Bahamas' invoice in full or remit payment to the proper address by the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1½%) of the unpaid balance per month, or the maximum lawful rate under applicable law. At Cable Bahamas' request, Customer shall, within five (5) days after written notice from Cable Bahamas, provide a security deposit or alternate security in order to assure payment.

7. Creditworthiness.

- a. If at any time there is a material adverse change in Customer's creditworthiness, then in addition to any other remedies available to Cable Bahamas, Cable Bahamas may elect, in its sole discretion, to exercise one or more of the following remedies: (i) cause the commencement of Service to be withheld; (ii) cease providing Services upon written notice to Customer; (iii) decline to accept an Order or other requests from Customer to provide Services which Cable Bahamas may otherwise be obligated to accept; and/or (iv) condition its provision of Services or acceptance of an Order on Customer's assurance of payment which shall be a deposit or such other means to establish reasonable assurance of payment. An adverse material change in Customer's creditworthiness shall include, but not be limited to: (a) Customer's material default of its obligations to Cable Bahamas under this Agreement or any other agreement with Cable Bahamas or its affiliates; (b) failure of Customer to make full payment of all undisputed charges due hereunder on or before the applicable Due Date (or disputed charges on or before the applicable Alternate Due Date) on three (3) or more occasions during any period of twelve (12) or fewer months or Customer's failure to make such payment on or before the applicable Due Date (or the applicable Alternate Due Date, if applicable) in any two (2) consecutive months; (c) acquisition of Customer (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to Cable Bahamas or to any entity affiliated with Cable Bahamas, or which is a materially greater credit risk than Customer; or (d) Customer's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Customer.
- b. Cable Bahamas shall be entitled, in its sole discretion, to offset any amounts owed by Customer (or any of its affiliates) to Cable Bahamas (or any of its affiliates) pursuant to this Agreement or any other agreement between the parties (or their affiliates) against any



amounts payable by Cable Bahamas (or any of its affiliates) to Customer (or any of its affiliates) pursuant to existing settlement procedures between Cable Bahamas, Customer and their affiliates.

8. Taxes and Governmental Charges.

- (a) All rates and charges in this Agreement or any related Orders or Schedules, are exclusive of if applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges, and tax-related and other surcharges ("Taxes"), which Customer shall pay. Taxes will be separately stated on an invoice.
- (b) Cable Bahamas may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from, or pay to, others in support of statutory or regulatory programs ("**Governmental Charges**"). Examples of such Governmental Charges include, but are not limited to, Universal Service funding, access deficit charges or environmental recovery charges.



Annex 3 – Fault and Change Management

1 Fault management

1.1 Network Operations Centre

Cable Bahamas operates a network operations centre (NOC) located in Nassau on the New Providence Island. The NOC will provide monitoring services for the Services along with Cable Bahamas retail broadband services and retail cable television services, on a twenty-four (24) hours per day, seven (7) days per week, year round basis (“24x7”). Trouble resolution and repair efforts will begin when the NOC through network surveillance and internal monitoring detect performance anomalies.

1.2 Trouble Reporting

- (a) Following a complaint from a retail customer experiencing a network failure or a performance issue with respect to the Services, and after discarding a fault attributable to the retail customer, the modem and the in-home installation, a Customer’s Help Desk Agent may report the problem to Cable Bahamas support teams:
- (i) if the problem is global in nature and/or affecting more than two retail customers of the Customer, the Customer should contact Cable Bahamas NOC.
 - (ii) If the problem is customer-specific, the Customer should contact Cable Bahamas Internet Technical Support.

(b) The contact details for both cases are presented in Figure 3.1.

CONTACT	CONTACT NUMBER	Email
Residential Internet Technical Support	242-356-8900	iss@cablebahamas.com
Commercial Internet Technical Support	242-356-8910	iss@cblebahamas.com
NOC	242-502-8600	noc@cablebahamas.com

Figure 3.1: Contacts

Cable Bahamas’ Technical Support personnel are scheduled to work seven (7) days a week twenty-four (24) hours per day.

- (c) Upon receipt of a call from a Customer’s Help Desk Agent who has a retail customer with a service problem, Cable Bahamas personnel will open a trouble ticket and will request and record the following information:
- (i) Customer name
 - (ii) Customer Trouble Ticket number
 - (iii) Name and title of person reporting the fault



- (iv) Call back number of the person reporting the fault
- (v) Time of fault
- (vi) Identifier of the retail customer
- (vii) Symptoms of fault
- (viii) Key steps carried out by the Customer to investigate the issue

(d) In addition, the Customer's Help Desk Agent will also be asked to confirm that they have thoroughly eliminated a fault with the retail customer's equipment (including in-home wiring, power and other equipment interfaces). After the information has been recorded in the Trouble Ticket Management System, the support staff from the Customer will be provided with a trouble ticket number to facilitate tracking of the fault and to serve as a point of reference for all updates.

1.3 Escalation

Depending on the severity of the problem, Cable Bahamas' Technical Support staff will provide the Customer with status updates and progress being made to resolve the trouble. If the trouble is not resolved within a reasonable time and depending on the problem severity (e.g. discontinuous service loss or total service loss), a predefined escalation procedure is initiated, as presented below.

ESCALATION	CONTACT	CONTACT NUMBER	Email
Level III After 24 hrs	Manager Information & Telecom Support Leabner Forbes	242-356-8959 242-429-0753 (cell)	lforbes@cablebahamas.com
Level IV After 32 hrs	Director Information & Telecom Support Freda Mullings	242-502-8667 242-429-0913 (cell)	fmullings@cablebahamas.com
Level V After 40 hrs	VP Information & Telecom Services Blaine Schafer	242-677-8519 242-457-4049 (cell)	bschafer@cablebahamas.com
Level VI After 48 hrs	President and CEO Tony Butler	242-356-8960 242-424-6007 (cell)	abutler@cablebahamas.com

Figure 3.2: Contacts for escalation process

2 Change Management

(a) Cable Bahamas uses a well-defined Change Management process to plan, communicate, coordinate, implement and monitor changes in its cable network. Cable Bahamas identifies a change as any modification to the managed environment, including the addition, the removal, or the replacement of any component (configuration item), or service in that environment.



(b) A formal Change Management process exists in the organization to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes and to minimize the impact of change-related incidents upon service quality, and consequently to improve the level of service provided to all retail customers of the cable network (including those of the Customer). In addition, Cable Bahamas' Change Management process controls the introduction of change into the cable network environment. Cable Bahamas primary goals are to minimize and manage risk, reduce complexity, reduce human involvement as well as providing an audit trail of change to the environment to facilitate incident logging, problem determination and resolution.

I. Emergency Change Management

(a) The Emergency Change Management process is initiated in response to a critical Network or service impacting situation, often an incident or problem requiring immediate action to restore service or prevent service disruption. The emergency change category is reserved for changes intended to repair an error in service that negatively impacts the business. In a situation where Cable Bahamas' external customers are experiencing a service disruption, work will proceed immediately to restore services.

(b) Cable Bahamas' retail customers (as well as the retail customers of the Customer) will not be notified prior to the Emergency change taking place.

II. Planned Change Management

(a) Change Management procedures will be utilized to manage any planned network activities, which involve changes to the Network and will result in a planned outage or service degradation. An assessment will be undertaken on each change to determine the scope of the planned activity which in turn will define the hours that the activity can take place.

- **THREATENING**

- Has potential to affect service
- Changes allowed in maintenance window 00:01 to 06:00

- **TURNDOWN**

- A Service disruption or Network outage
- Changes allowed in maintenance window 02:00 to 06:00

(b) Cable Bahamas will not provide any notification to the Customer or to the retail customers (including those of the Customer) for changes that qualify as a Threatening condition; however Cable Bahamas will ensure that the work is carried out in the maintenance window to ensure that any impact to the Services of Cable Bahamas' retail customer (as well as the retail customers of the Customer) is minimized. Cable Bahamas will provide 24-hour advanced notification to the Customer for any planned maintenance activities that qualify as a turndown (outage) via electronic form (email).



3. Service Availability by Service

Cable Bahamas commits to treat in a non-discriminatory way its own retail customers and the retail customers of the Customer.

Annex 4 – Processes and Procedures

The main processes for the operation of the service are the following:

- (i) Customer pre-ordering process
- (ii) Field survey process
- (iii) Customer ordering process and installation

This section aims to describe the key steps that will be used in these processes.

1 Customer pre-ordering process

(a) Before the Customer can order a retail customer install, it is required to validate with Cable Bahamas that the retail customer is eligible for the service, and under which conditions. This is the aim of the pre-ordering process.

This process is described in the figure below.

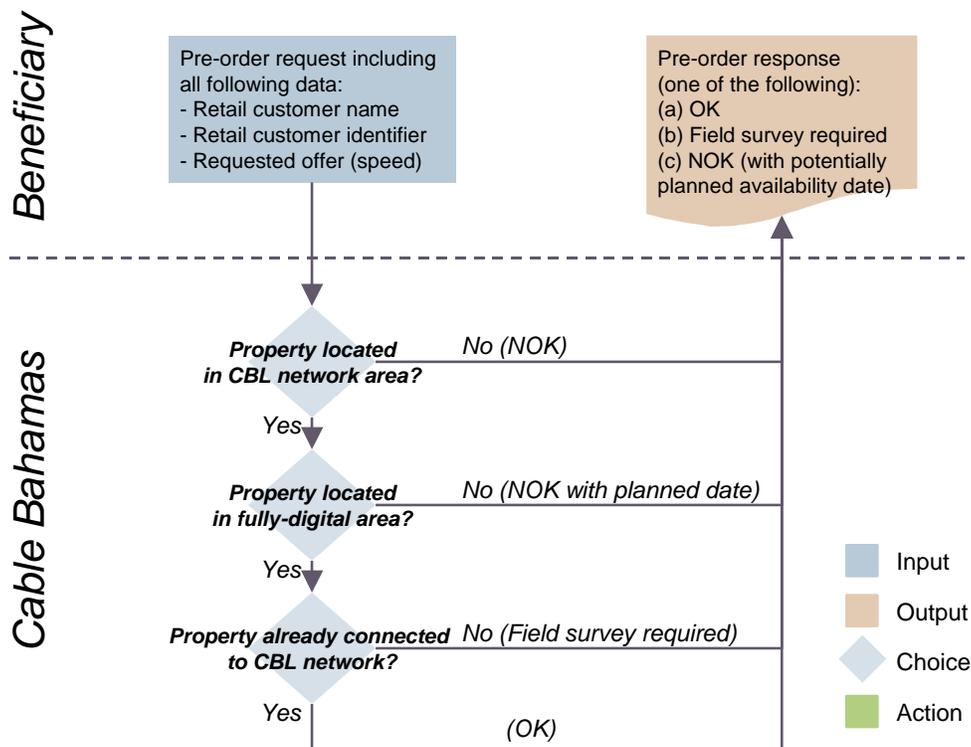


Figure 4.1: Overview of the key steps of the pre-ordering process

(b) The initiation of this process is a pre-ordering request, which will include the following information:

- (i). Retail customer name



- (ii) Retail customer identifier – this identifier will be one of the following: current cable account number, customer’s landline phone number, customer’s address (unique street address/name with house/apartment number).
 - (iii) Requested offer – this corresponds to the resale product requested by the ISP (in turn related to the retail offer selected by the retail customer)
- (c) After processing the information provided by the Customer, CBL will revert with the following possible responses:
- (i) OK – in this case, the retail customer falls under the “Category A” install, which requires no field intervention from Cable Bahamas. The Customer may therefore proceed directly to the ordering process and will not incur any extra cost due to field work
 - (ii) Field survey required – in this case, the retail customer falls under the “Category B” install. The Customer may therefore proceed to a field survey that will provide a quotation for the cost of the install.
 - (iii) NOK – in this case, the retail customer falls under the “Category C” as it may either be located out of the reach of Cable Bahamas network, or in an area that has not been turned to the fully-digital network yet. In the latter case, Cable Bahamas will provide an expected non-binding date when the area where the retail customer is located in will become fully-digitalized.
- (d) For the avoidance of a doubt, NOK responses may also result from requests in new subdivisions, located within an area covered by Cable Bahamas, but not connected to Cable Bahamas. However, as per section 6, the Customer acknowledges that Services are not available in such new subdivisions.

2 Field survey process

As the Customer agrees to proceed with a field survey (charged as per Annex 2), the Customer will initiate the field survey process, which will provide detailed information about the type of work required and the associated ancillary costs (on the basis of the unit costs described in Annex 2).

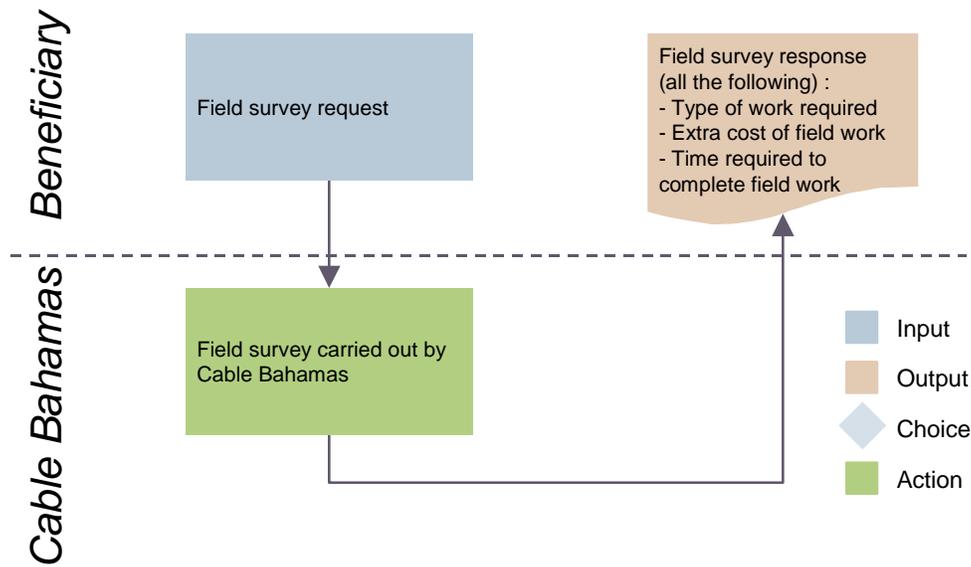


Figure 4.2: Overview of the key steps of the field survey process

3 Customer ordering process and installation

- (a) After a mandatory pre-order and, if required, a field survey, the Customer may proceed with the ordering process.
- (b) The initiation of this process is an ordering request, which will include the following information:
 - (i) Retail customer name
 - (ii) Retail customer identifier – this identifier will need to be one of the following: current cable account number, customer’s landline phone number, customer’s address (unique street address/name with house/apartment number).
 - (iii) Requested offer – this corresponds to the resale product requested by the ISP (in turn related to the retail offer selected by the retail customer)
 - (iv) Acceptance for the potential ancillary costs of field work – this is applicable only if a field survey has previously indicated that field work will be required to process the customer installation

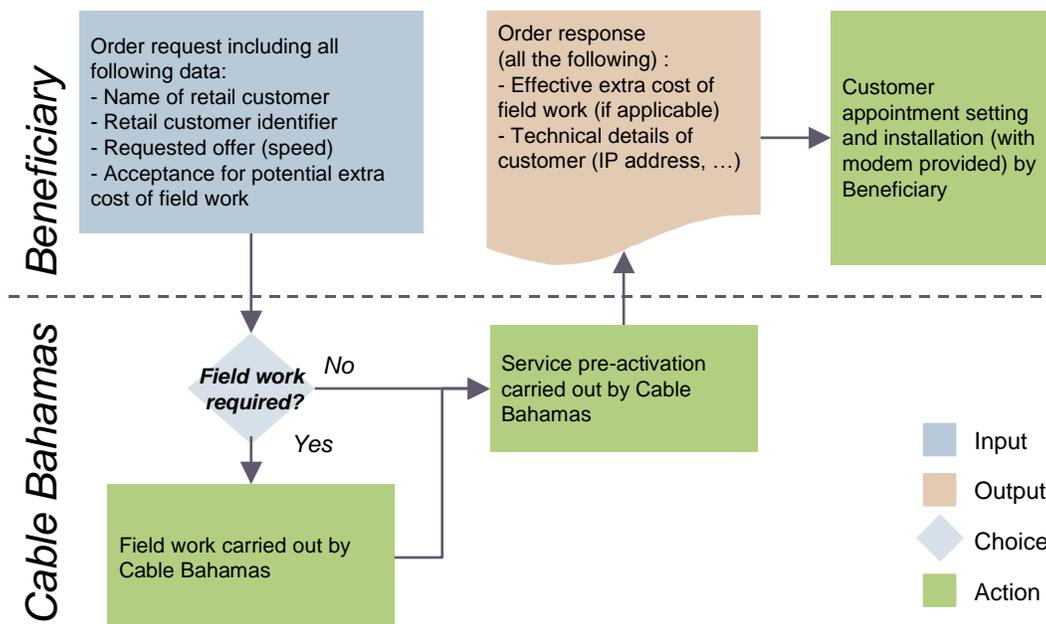


Figure 4.3: Overview of the key steps of the ordering process

- (c) Upon receipt of this request, Cable Bahamas will carry out the field work (if required by field survey and accepted by Customer). The Customer will receive a response including the total cost (lower or equal to quoted) of installation and effective customer activation date, as well as technical details of the provisioned service (e.g. IP address provisioned for the modem).
- (d) As part of this process, Cable Bahamas will ensure that the radio-frequency signal levels at the demarcation point (i.e. within the secured grey box) are within acceptable specified parameters, and Cable Bahamas will pre-provision all cable modems prior to distribution to the Customer for installation at the validated customer's residence. Cable modems will only be distributed to the Customer on a per customer basis as ordered.
- (e) If the cable modems are purchased directly from Cable Bahamas, Cable Bahamas will provision all cable modems prior to distribution to the Customer for installation. Cable modems will only be distributed to the Customer on a per customer basis as ordered.
- (f) If the Customer purchases listed cable modems other than from Cable Bahamas, the Customer must provide Cable Bahamas with MAC addresses in advance of the installation, in order for the cable modem to be provisioned for Services.
- (g) Once all the order operations have been performed by Cable Bahamas (including providing the Customer with the technical information and provisioning of the cable modems), the Customer will be responsible for installing the retail customer. This may typically comprise setting-up an appointment with the retail customer, if required, installing the internal cabling (up to the customer socket), and connecting the cable modem to the customer socket. This may also include other operations on the retail customer computer. Cable Bahamas is not responsible for any of the latter operations.



- (h) The Customer is responsible for testing the health of the cable modem with an appropriate test station, in case of a problem notified by the retail customer.