



**THE BAHAMAS TELECOMMUNICATIONS COMPANY LIMITED**

**WHOLESALE POINT OF PRESENCE DEDICATED INTERNET ACCESS  
SERVICES AGREEMENT**

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## **WHOLESALE POINT OF PRESENCE DEDICATED INTERNET ACCESS SERVICES AGREEMENT**

### **The Parties**

This Agreement is made at Nassau, New Providence, The Commonwealth of The Bahamas, this    day of    , 2022 (the “Effective Date”) between:

**The Bahamas Telecommunications Company Limited of #53 Ferguson Road, Nassau, New Providence, The Bahamas (“BTC” or “Service Provider”), and**  
**(“Access Seeker”).**

which are sometimes collectively referred to as “Parties” and individually as “Party” as will be apparent from the context.

### **1. Introduction**

1.1 This Agreement governs the relationship between BTC and a Licensed Operator, licensed by URCA, whereby BTC provides Wholesale Direct Internet Access to the Licensed Operator for the purposes of reselling to its retail customers.

1.2 Except where such terms are not otherwise defined in the Communications Act, the terms used in this document as defined terms or Definitions shall have the meanings set out in Annex G.

### **2. Contractual Documents**

2.1 The following documents constitutes the entire Agreement:

- Main Terms and Conditions
- Annex A – Ordering Process
- Annex B – Operations and Maintenance
- Annex C – Quality of Service
- Annex D – Pricing
- Annex E – Billing Process and Dispute Resolution
- Annex F – Dispute Resolution Process
- Annex G - Definitions
- Schedule 1 – Contact Details

### **3. Service Description**

3.1 Wholesale Dedicated Internet Access (“WDIA”) is a Point of Presence (POP) based wholesale direct internet service which provides internet connectivity to an Access Seeker’s POP. This service is intended as an input for the Access Seeker to serve its retail end-customers.

3.2 WDIA consists of an Internet Port, located at BTC's Internet Point of Presence, and a domestic private leased circuit connecting the Access Seeker’s POP or premises to that Internet Port. WDIA is a symmetrical internet connectivity service delivered using Ethernet over fiber technologies, as

per WDIA Service Definition Diagram in Annex A.

- 3.3 BTC offers, where available, bandwidth capacity beginning at thirty (30) Mbps and incremental increases thereafter throughout the islands of The Bahamas. Speeds (subject to availability) and corresponding prices are listed in Annex D.
- 3.4 WDIA is provided with one static IP address and support for one Domain Name upon request. IP addresses are issued for the duration of the Service and title to the IP addresses shall at all times remain with BTC.
- 3.5 WDIA service may be subject to a onetime non-recurring (NRC) (Installation and Equipment Charge together with a Monthly Recurring Charge (MRC). Rates and Charges are set out in Annex D.

#### **4. Commencement and duration**

- 4.1 This Agreement shall take effect on the Effective Date.
- 4.2 The Initial Term of this Agreement shall continue in effect, for a minimum term of one (1) year.
- 4.3 BTC shall notify the Access Seeker of the Service Start Date. All Installation Charges, Monthly Charges, Equipment Charges and Special Installation Charges if any, are due and owing from the Service Start Date unless otherwise communicated to the Access Seeker. BTC will not be responsible for installations, and service issues beyond the Access Seeker's demarcation point.
- 4.4 Installation and Equipment charges will be determined on a customer by customer basis, dependent on the location of the request and the availability of infrastructure and capacity at the requested location.
- 4.5 The Access Seeker must at its own expense, install its Apparatus, prepare the Service Address by providing accommodation for the equipment, access, assistance and suitable environmental conditions to facilitate the delivery, installation and ongoing functionality of the UPE.
- 4.6 The Access Seeker must at its own expense, provide the cabling and interfacing from the Access Seeker's Apparatus to the UPE.
- 4.7 After the expiration of the Initial Term, this Agreement will automatically renew on a year to year basis on the same terms and conditions herein unless the Access Seeker provides BTC with Written Notice to terminate this Agreement not less than thirty (30) Calendar days' prior to the termination or renewal term.
- 4.8 In the event that the Access Seeker terminates the Agreement for any reason whatsoever before the end of the Initial Term in clause 4.2, the Access Seeker agrees to repay all sums due and owing under this Agreement. The Access Seeker also agrees to the repayment of any discounts given or concessions made by BTC as may have been tariffed from time to time for term or volume commitments that have not been maintained at the time of termination.

#### **5. Process and standards**

- 5.1 WDIA Service includes the services described in clause 3.2 above and set out in Annex A. The Parties agree to comply with the standards, specifications and procedures set out in Annex A - Ordering Process, Annex B- Operations and Maintenance.

#### **6. Prices & Payments**

- 6.1 Access Seeker agrees to pay BTC for the services provided herein according to the amounts outlined in Annex D and/or further finalized in the Statement of Works. All amounts stated are

exclusive of Value Added Tax.

6.2 In the event of a billing dispute, the Parties agree to resolve the dispute pursuant to the procedure in Annex E – Billing Process and Dispute Resolution.

## **7. Service Levels**

7.1 BTC will provide the services herein to the Access Seeker in accordance with the Quality of Service standards set out in Annex C.

## **8. Management of the Agreement**

8.1 The Parties accept the need for effective operation of their Networks in order to provide quality electronic communication services to the Access Seeker, and, accordingly, undertake to:

8.1.1 act in good faith and in a professional manner in relation to each other in the provision of the WDIA Service;

8.1.2 exchange information necessary for the fulfilment and continued operation of this Agreement, but without prejudice to obligations to protect Access Seeker privacy and commercial confidentiality;

8.1.3 act at all times, as far as is reasonably possible, so as to facilitate the speedy and effective provision and operation of WDIA Service, to the benefit of Access Seeker and to their mutual advantage; and

8.1.4 use their best efforts to resolve disputes in an efficient and professional manner.

8.2 Each Party shall nominate members of their staff to act as the first point of contact for the other Party for the management and implementation of this Agreement. These names, contact details and responsibilities shall be set out in Schedule 1, as amended from time to time.

## **9. Network Safety and protection**

9.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its Network does not:

9.1.1 endanger the safety or health of employees, contractors, agents or customers of the other Party; or

9.1.2 damage, interfere with or cause any deterioration in the operation of the other Party's Network.

9.2 The Access Seeker shall not connect or permit the connection to its Network of any equipment or apparatus, including any terminal equipment which is not approved by URCA or is not in compliance with any regulatory or other measures issued by URCA.

9.3 Upon prior written approval, the Access Seeker shall be entitled to access BTC's physical infrastructure site for the purposes of installation, testing, commissioning and maintaining equipment along BTC's physical network infrastructure. BTC will provide an escort upon such approval to accompany Access Seeker. The escort fee as set out in clause 4.5 of Annex D will be included in the Access Seeker's next monthly invoice if they are already a customer of BTC and receiving services.

## **10. Retail Customer Relationships**

10.1 Each Party shall instruct its staff, contractors, agents and employees to refrain from any public

criticism of the other Party or from any criticism of the other Party to a Customer in relation to any matter that has arisen as a result of the operation of this Agreement. Each Party shall instruct its staff, contractors, agents and employees to concentrate their energies on resolving the issue cooperatively with the other Party.

10.2 Neither Party shall represent expressly or by omission or implication that:

10.2.1 it is approved by or an agent of or affiliated with the other Party; or

10.2.2 it has a special relationship with the other Party or is charged preferential prices by the other Party for the provision of the WDIA Service.

10.3 The Access Seeker has no right to withhold any payment due to BTC on account of any non-payment of debts owed to the Access Seeker by its customers.

10.4 The Parties agree to co-operate with each other in order to detect and prevent fraudulent use, theft or misuse of each other's services or equipment. If one Party becomes aware of possible fraudulent use, theft or misuse of the other Party's services or equipment, it shall promptly inform the other Party. A failure to comply with this Clause may constitute a Breach of this Agreement under Clause 12.

## **11. Bank Guarantee**

11.1 BTC will request a form of financial security, including a bank guarantee for an amount representing no more than three (3) months forward-looking revenues associated with the WDIA services provided to the Access Seeker at that time under this Agreement. The level of security requested may change from time to time and shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of services to be provided, the financial standing of the Party, and the projected liability. The financial security may be provided by a means such as bank deposit or guarantee or any other form of security used by standard commercial practice in The Bahamas.

11.2 The financial security will be subject to review by the Parties annually starting from the Effective Date of this Agreement, and may be amended if the projected revenues have changed or are likely to change. Failure to provide the requested guarantee within thirty (30) Calendar days of the request (or such longer period as BTC may reasonably allow) may result in suspension of services under this Agreement.

## **12. Breach, Suspension and Termination**

12.1 Unless otherwise specified, if Access Seeker is in material breach of any of the terms of this Agreement, BTC may send a notice (the Breach Notice) specifying the nature of the breach, a reasonable timescale for its remedy, and the consequences of a failure to remedy the breach (including the suspension and termination of this Agreement).

12.2 A material breach may include: -

12.2.1 Where the Access Seeker fails or refuses to take action to rectify a fault condition that threatens the safety of BTC's Network after being notified of the fault by BTC.

12.2.2 Where the Access Seeker has failed to pay an undisputed invoice for WDIA Services following the elapse of ninety (90) Calendar Days after the Due Date.

12.2.3 Where the Access Seeker has been declared bankrupt or gone into liquidation.

12.2.4 Where the Access Seeker ceases to be a Licensed Operator.

12.2.5 Where BTC is formally directed to do so by URCA.

12.2.6 Where BTC is requested by formal notice in writing to do so by the Access Seeker.

12.3 Failure to correct a material breach, following the service of a Breach Notice and the expiry of the term set out in the Breach Notice under the procedure set out in Clause 12.1 may result in the suspension of the WDIA services.

12.4 Effect of suspension: If this Agreement is suspended, then:

12.4.1 the WDIA Service will no longer be provided by BTC to the Access Seeker;

12.4.2 unless the suspension is found to be wrongful, BTC shall not be liable to the Access Seeker for any losses (direct or consequential) or damage that the Access Seeker may have suffered as a result of the suspension.

12.5 Subject to clause 12.2 and Annex A, where WDIA services are unable to be provided to the Access Seeker BTC will not enter into an agreement.

### **13. Force majeure**

13.1 Except for payment obligations under this Agreement, neither Party shall be deemed to be in breach of this Agreement or responsible for any loss, damage, delay or failure of performance arising from every event beyond its reasonable control including but not limited to, delays, failures to perform, damages, losses or destruction or malfunction of any equipment or any consequence thereof, cause or occasioned by, or due to fire, earthquake, hurricane, flood, water, the elements, strikes, labour disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, acts of God and nature, criminal activity, embargoes, public health pandemics and associated restrictions, epidemics, wars, riots, insurrections, cable failures or cuts, other material failures, governmental or any regulatory agency actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties.

### **14. Confidentiality and information protection**

14.1 Information provided by one Party to the other shall only be used for the purpose for which it was provided. For the avoidance of doubt, such information may not be used for the commercial advantage of the recipient Party in its retail business operations or be given to any staff, employee, contractor or agent with retail sales or marketing responsibilities or to any subsidiary or associated company of the Party.

14.2 The Parties shall take all necessary steps to preserve the confidentiality of Customer information relating to any Customer that is passed between them and to protect the privacy of individual Customers. In particular, where instructions from Customers relevant to information confidentiality and privacy have been received by one Party they shall be communicated to, and respected by, the other Party.

14.3 The provisions of Clauses 14.1 to 14.3 inclusive do not apply to information that one Party is required to disclose in order to satisfy legal requirements or the regulations of URCA, to comply with the requirements of any recognized Stock Exchange, or to information that is already in or becomes available in the public domain through the actions of a third party.

14.4 The provisions of this Clause 14 will apply with effect from the Effective Date until sixty (60) months after the date of termination or expiry of the Agreement.

## **15. Provision of information**

- 15.1 Each Party shall provide the other with the information required by the terms of this Agreement and shall do so in a timely manner. Each Party shall use reasonable endeavours to provide the other with information that may be reasonably necessary to the operation of this Agreement.
- 15.2 The Party disclosing information will use reasonable endeavours to ensure that the information disclosed is correct to the best of its knowledge at the time of its provision.
- 15.3 If a Party disclosing information provides information to the other Party, the other Party may rely on the first Party to have obtained all appropriate Third Party consents.
- 15.4 Subject to this clause, the Party receiving information shall indemnify the disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Party receiving information to comply with any conditions or restrictions on use or disclosure of the information supplied in cases where those conditions or restrictions were notified to it in writing prior to the time of disclosure.

## **16. Intellectual property rights**

- 16.1 Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party.
- 16.2 For the purposes of this clause “Intellectual Property” means whatever trademarks, (registered or not) inventions, patents (both registered and unregistered), copyrights, registered and unregistered designs, know-how and other intellectual property vesting in a Party by the operation of law.

## **17. Notices**

- 17.1 All notices provided for in this Agreement shall be in writing and shall be delivered to the relevant contact persons nominated for various purposes in Schedule 1 - Contact Details from time to time.
- 17.2 Written notices shall be sent via email and will be deemed sent at the time of sending.
- 17.3 The Party receiving a notice pursuant to this Agreement shall confirm receipt of the notice within twenty (24) hours of such receipt. The manner of confirmation shall be the same as that used for the notice, whether paper-based or electronic.

## **18. Limitation of Liability**

- 18.1 Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent electronic communications operator in performing its obligations under this Agreement.
- 18.2 Subject to Clause 18.3, if a Party is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to the equivalent of three (3) months monthly recurring costs.
- 18.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, howsoever caused, unless otherwise explicitly provided for in this Agreement.

18.4 Each provision of this clause is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

18.5 The provisions of this clause shall not apply to proven wilful or illegal acts undertaken by a Party, including (but not limited to) misconduct, gross negligence, criminal activity, fraud and deliberate acts of sabotage.

## **19. Severability**

19.1 If any term, condition, agreement, requirement or provision contained in this Agreement is held by any court (including URCA, the UAT or any other relevant body) having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the Parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all the other terms and conditions set out in this Agreement.

## **20. Assignment of rights and obligations**

20.1 Subject to Clause 20.2, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

20.2 Subject to Clause 20.3, no consent is required under Clause 20.1 for an assignment of rights, benefits or obligations under this Agreement (in whole or in part) to a Successor to all or substantially all of the Assigning Party's Network or to an Associated Company provided that such Successor or Associated Company shall have had a licence granted to it to operate the Network of the Assigning Party.

20.3 The Assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the Assignee or Successor agrees in writing to be bound by the provisions of this Agreement.

## **21. Whole Agreement**

21.1 This Agreement along with the Statement of Works constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and, unless otherwise agreed in writing between the Parties, supersedes all previous agreements, understandings, representations or warranties whatsoever, whether oral or written. The Parties acknowledge and agree that in addition to this Agreement both Parties are legally bound by regulatory measures and legislative enactments governing the electronic communications sector pursuant to the statute laws of the Commonwealth of The Bahamas.

## **22. Variation**

22.1 No addition to or variation, consensual cancellation or novation of this Agreement no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the Parties or their duly authorized representatives



**23. Relaxation**

23.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other on any occasion in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by either Party, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party’s rights in terms of, or arising under, this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term of this Agreement.

**24. Necessary Approvals and Consents**

24.1 Each Party warrants to the other Party that it has the necessary rights, licences and authorities to enter into and perform its obligations in terms of this Agreement.  
24.2 Each Party agrees to indemnify the other Party against any loss, claim, expense, damage or action, suffered or sustained by such other Party pursuant to a breach by such indemnifying Party of its warranty in terms of Clause 18, notwithstanding anything to the contrary contained in this Agreement.

**25. Review**

25.1 The Parties may elect to renew, extend or renegotiate the terms of this Agreement in writing and duly signed by authorized representatives of both Parties at any time prior to the expiry of the term.

**26. Governing Law**

26.1 The law governing this Agreement shall be the law of The Commonwealth of The Bahamas.

IN WITNESS WHEREOF, the Parties have in the presence of witnesses set their respective hands to this Agreement on the date first written above

For and on behalf of

For and on behalf of

Signed .....

Signed .....

Name .....

Name .....

Title .....

Title .....

## ANNEX A

### ORDERING PROCESS

#### A. PRE-ORDERING REQUEST

A.1. Before the Access Seeker can obtain WDIA service, BTC must determine whether the services can be delivered to the Access Seeker's Pop at the requested location. The Access Seeker must send an email to the Interconnection Manager of BTC containing the name of the OLO or Access Seeker seeking connection, proof of licensing with URCA, the OLO's pop location and the desired bandwidth being requested. The Interconnection Manager will acknowledge the email request within the timeframe listed in Annex A Clause C. BTC will review the request and determine whether the location of the POP at which service is being requested is eligible for the WDIA Service, and the applicable timeframe as set out in Annex A Clause C.

A.2. The Access Provider will provide one of the following responses:

- a. OK – Access Provider will provide an Order Acknowledgement email stating the physical service is intact, no field work required to POP, and barring any unforeseen circumstances the requested Installation/Upgrade can be completed within the timeframe set-out in Annex A Clause C. **OR**
- b. A Site Survey is required because necessary infrastructure or equipment is absent - Labour and equipment charges will apply as set out in Annex D. Site survey scheduling to be mutually agreed between the Parties. **OR**
- c. NOK – indicates that BTC is not able to provide the requested services because Access Seeker's POP is outside of BTC's network coverage area.

A.3 In the event a Site Survey is required, the Access Seeker shall send via email a completed Site Survey Form (Annex A Form 2) to the Interconnection Manager. The parties will agree a time to conduct the site survey at the Access Seeker's PoP, and Access Seeker will prepay any required costs Upon completion of the Site Survey, BTC will provide a response within the times set out in Annex A Clause C below stating whether WDIA services can be provided and if it can be provided the Scope of Works required outlining the equipment, time and labor involved to provide WDIA services at the requested location. Site Surveys must be prepaid by the Access Seeker.

#### B. CAPACITY

B.1 The following table contains the bandwidth speeds available as part of BTC's WDIA service:

<b>SPEED (Mbps)</b>
30
50
75
100
150
200
250
350
500
750
1,000

2,000
10,000

B.1 The Access Seeker may request a change in capacity at any time by emailing the Access Provider's Interconnection Manager the Access Seeker's name, POP location and requested bandwidth. The Interconnection Manager will acknowledge change in request email within the timeframe listed in Annex A Clause C.

B.2. Once the change in capacity request has been processed and the services "turned on" the change in billing should commence in the next billing cycle.

### C. INSTALLATION AND UPGRADE TIMELINE

C.1. The timeframes set out in the schedule below are based on the location within the geographical markets established by URCA. Those geographic markets are Geographic Market 1 which includes New Providence, Grand Bahama, Eleuthera and Abaco. All remaining islands and cays are classified as Geographic Market 2.

These timeframes are subject to unforeseen circumstances which may include but not exhaustively weather, industrial action within BTC, travel logistics and supply chain interruptions.

Geographic Market 1 – New Providence, Grand Bahama, Eleuthera and Abaco

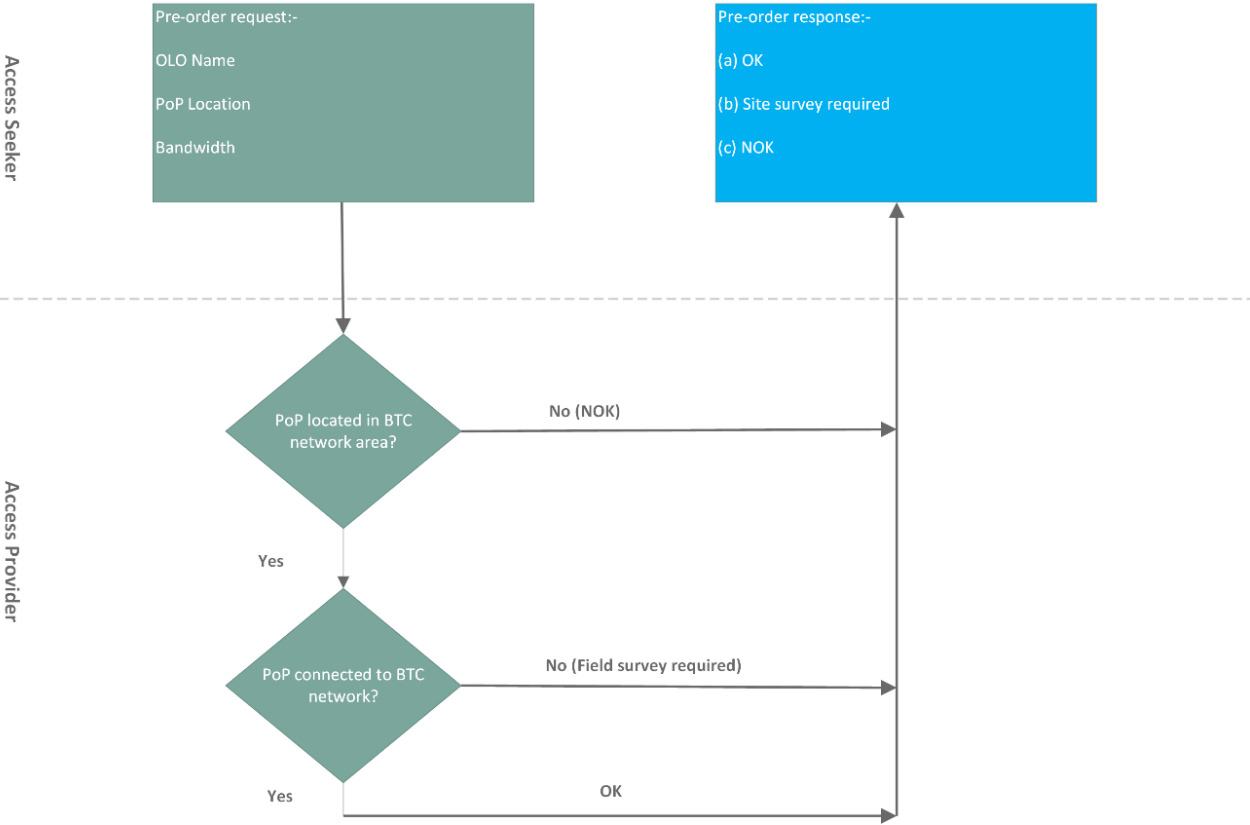
<b>Action</b>	<b>Anticipated Time Frame</b>
Acknowledgment of Request	2 Working days from receipt of request from OLO
Site Survey	Subject to BTC receiving the payments representing the cost associated with the site survey, Within 5 Working Days after Acknowledgement of Request
Installation of Services	Within 5 Working Days for intact installations (Subject to Ordering Process and Statement of Work (SOW) outlined in diagram below)
Upgrade of Services	Within 5 Working Days from Acknowledgment of Request for intact installations
Activation of Services	48 hours from Installation of Services, providing all deposits and payments requested are received
Response time to Fault	Subject to Annex C but no more than 24hours from receipt of Fault Order

Geographic Market 2

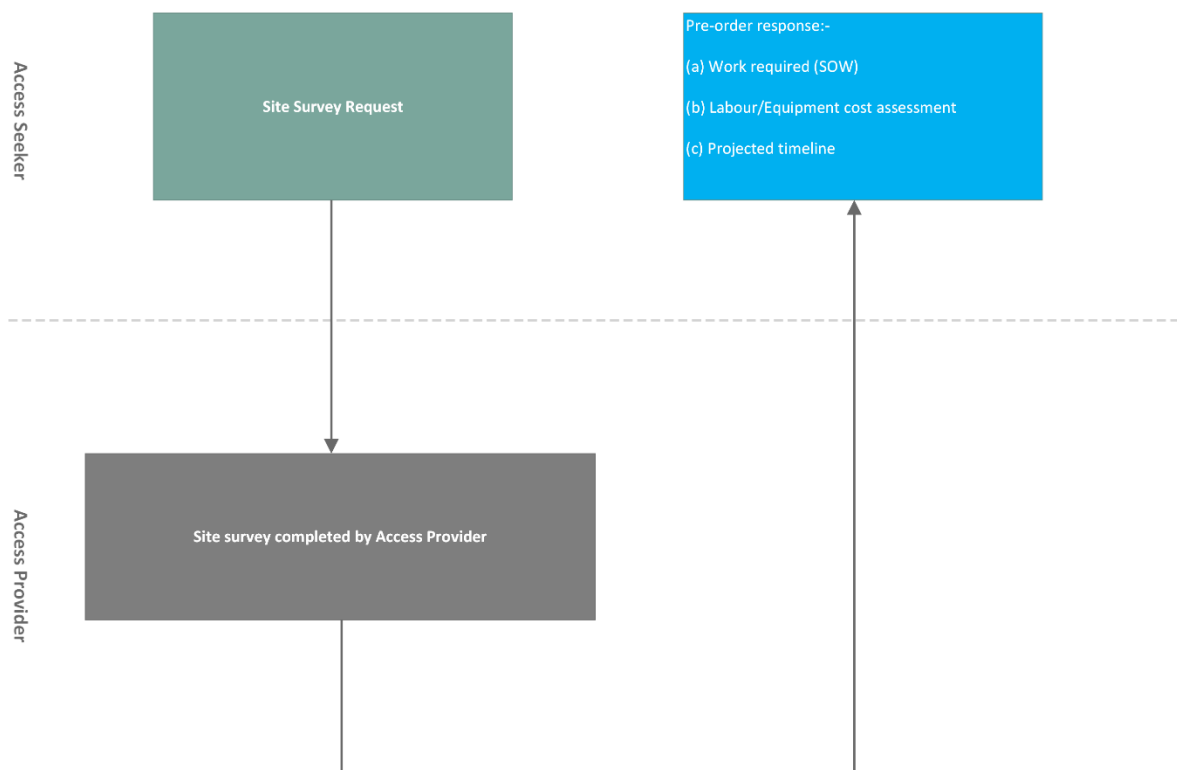
<b>Action</b>	<b>Anticipated Time Frame (subject to clause 13 and prepayment of all deposits and payments where applicable)</b>
Acknowledgment of Request	2 Working days from receipt of request from OLO
Site Survey	Subject to BTC receiving the payments representing the cost associated with the site survey, within 14 Working Days after Acknowledgement of Request
Installation of Services	15 Working Days

Upgrade of Services	14 Working Days from Acknowledgment of Request (time frames may vary based on the availability of access to adequate air and sea travel)
Activation of Services	48 hours from Installation of Services
Response time to Fault	Subject to Annex C but no more than 5 Working days from receipt of Fault Order

Ordering Process



#### Site Survey Process



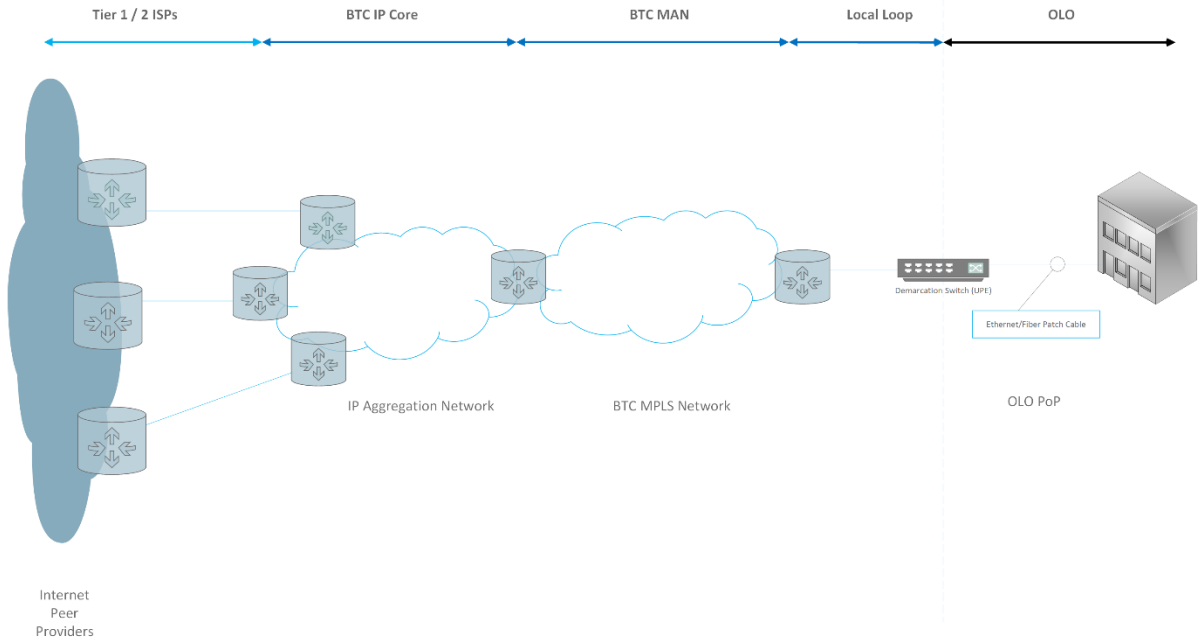
#### **D. Acknowledgement of service**

The Access Seeker shall acknowledge receipt of service which shall commence the Service Start date one day later.

# WDIA

# Service

# Definition



**ANNEX A FORM 1**

**DEDICATED INTERNET SERVICE  
ORDER FORM**

<b>Reference Information</b>		
<b>Customer Name</b>		
<b>Email Address</b>		
<b>Telephone Contact</b>		
<b>Billing Address</b>		
<b>Registered Office</b>		

*Check & Complete Applicable*

1. Type of Service

MPLS		DIA		MICROWAVE		OTHER	
------	--	-----	--	-----------	--	-------	--

2. Status of Service

New		Existing		Circuit id	
				Site ID no.	
				Site Location	

3. Order for Service

Add		Change		Move		Disconnect		Renewal	
-----	--	--------	--	------	--	------------	--	---------	--

4. Requested bandwidth

Speed (Mbps)	Monthly Recurring Rates	Requested Bandwidth
30	\$1,023.00	
50	\$1,549.00	
75	\$2,208.00	
100	\$2,866.00	
150	\$4,183.00	
200	\$5,499.00	
250	\$6,816.00	
350	\$9,449.00	
500	\$13,399.00	
750	\$19,982.00	
1,000	\$26,565.00	
2,000	\$52,898.00	
10,000	\$263,561.00	

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5. Service location

Type of Service	Qty	Originating Island	Terminating Island and city/settlement	Install Date	Charges		
					Deposit	Install	Monthly

\_\_\_\_\_  
Customer Signature      Date

\_\_\_\_\_  
BTC Signature      Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
RF Engineer Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company



**ANNEX A FORM 2**

**BTC COLOCATION SITE SURVEY REQUEST FORM**

1. Requestor to complete sections 1 and 2.
2. Form must be completed for each site to be visited.
3. Requestor submits form electronically to the BTC’s Interconnection Manager ([btc-access-provider@btcbahamas.com](mailto:btc-access-provider@btcbahamas.com)) at least 72hrs (could be waived in current circumstances) in advance of requested visit date
4. BTC’s Interconnection Manager completes section 3, including special instructions (i.e. contact information, etc.) and forwards copy of completed approval is sent to requestor.
5. Actual visit start date will be subject to internal, schedules, assessment and resource availability and may vary from requested date of visit. BTC will communicate official date of visit to the requestor.

<b>1. REQUESTOR INFORMATION: (Authorized Seeker Representative)</b>		
<b>NAME (Last, First, MI):</b>	<b>PHONE NUMBER:</b>	
	<b>CELL NUMBER:</b>	
<b>REASON FOR VISIT:</b>		<b>WORK ORDER:</b>
<b>2. VISITOR INFORMATION):</b>		
<b>NAME:</b>	<b>COMPANY NAME:</b>	<b>CONTACT NUMBER:</b>
<b>DATE OF VISIT:</b>	<b>PREFERRED TIME OF VISIT:</b> : AM / : PM	<b>DURATION OF VISIT:</b>
<b>SITE NAME &amp; ID TO BE VISITED:</b>		
<b>NAMES OF PERSONS REPRESENTING ACCESS SEEKER ON SITE</b>		
<b>REQUESTOR’S SIGNATURE:</b>		
<b>3. for BTC only:</b>		
<b>BTC Escort needed:</b>	<b>YES    NO    (circle one)</b>	
<b>BTC Escort (s) Assigned:</b> _____	<b>Name: _____ Contact Number: _____</b>	
<b>Authorizing VP _____</b>		
<b>Interconnection Manager _____</b>		

## **ANNEX B**

### **OPERATIONS AND MAINTENANCE**

#### **1 Management of Service**

1.1 The Parties agree that the Interconnections Manager will be the main point of contact within their organisations for each other. The prime purpose of the Interconnections Manager will be to ensure that communications between the Parties is effective. The Interconnections Manager may request a meeting with the other Interconnections Manager to discuss any issues.

#### **2 Customer fault reporting**

2.1 Each Party shall be responsible for examining the operations of its own Networks before reporting the existence of faults to the other Party.

2.2 The Access Seeker shall report all faults to BTC's Network Operations Centre (NOC) as soon as possible after becoming aware and confirming that the issue does not originate on its own network.

2.3 BTC will have no communications or interactions with the Access Seeker's customers.

#### **3. Fault management and service restoration responsibility**

3.2 If BTC becomes aware of a service impacting fault up the Access Seeker's point of demarcation, for which BTC is deemed to be responsible, BTC will notify the Access Seeker as soon as possible and provide updates on fault restorations in accordance with the timelines set out in Annex A Clause C.

3.4 **Registration and numbering:** All faults affecting the provision of the WDIA Service will be registered by the NOC and given a unique identification number to assist the parties in monitoring and tracking fault

response and rectification. The tracking numbers used by each Party shall be available to the other Party to minimise confusion in the fault response and fault recognition.

3.5 If the Access Seeker notifies BTC of a fault in BTC's Network, and the fault notice is subsequently found to be erroneous, it shall be liable for any costs incurred by BTC as a result of the erroneous information.

**3.6 Escalation process:** The Parties agree an escalation process for faults that are not cleared within the timescales given in Annex C - Quality of Service, the names and contact details of staff in the escalation process is set out in Schedule 1 - Contact details.

## **4 Outages**

**4.1 Unplanned outages:** If BTC is made aware of an unplanned outage which is service interrupting, the Access Seeker will be notified in accordance with clause 3 above.

**4.2 Planned outages:** BTC shall endeavour to limit such planned outages to the hours between 11.00 p.m. and 6.00.a.m, and will inform the Access Seeker where possible at least two (2) Working Days in advance.

## **5 Customer Equipment**

**5.1** BTC will only be responsible for the maintenance of the UPE Equipment that it provides to a Customer. Save for costs incurred through normal wear and tear, the Access Seeker will be responsible for the costs of maintenance of Equipment, including costs associated with:

- failure to use the Equipment in accordance with this Agreement;
- any act of wilful damage or interference by a party other than BTC, its employees or agents;
- negligent use or misuse of the Equipment by a party other than BTC, its employees or agents and any failure or fluctuation of the electrical power supply to that Equipment, or any external electromagnetic interference, or any failure of air conditioning and humidity control for the Equipment; or
- the performance of maintenance service by a party other than BTC.

**5.2** For the avoidance of doubt BTC will not be responsible for correcting Customer Equipment faults including (i) faults that do not affect satisfactory working of the Equipment; or (ii) faults that are of a minor or intermittent nature which do not significantly affect use of the Equipment and (iii) faults which involve the loss of Customer or third party generated software.

**ANNEX C  
QUALITY OF SERVICE**

BTC will provide the WDIA Service to the Access Seeker at the same level of Quality of Service as for its own network and customers.

BTC will use its best endeavors to meet the quality of service standards set out in this Annex C.

This Offer is subject to URCA’s Quality of Service Regulations (ECS 42/2016, issued 22 December, 2016) and any future Quality of Service Regulation issued by URCA.

**Network Service Level Targets**

NETWORK PERFORMANCE METRICS	REPORTING CRITERIA	MINIMUM REQUIRED SERVICE STANDARD (MRSS)	FORMULAE	THE STANDARD ACHIEVED BY THE LICENSEE SHOULD BE REPORTED IN THIS COLUMN
<p><b>Availability</b> <i>Ref: Section 3.1 of Schedule 3</i></p>	<p>The percentage of time the network achieves full connectivity and functionality during the Reporting Period calculated from the data in the period</p>	<p>Not less than 99.9%</p>	<p><math>A = 100 - \frac{Tuc - Tnf}{Ts} \times 100</math> (%)</p> <p>Where, A = Availability</p> <p>Tuc = Total minutes network elements are not fully connected.</p> <p>Tnf = Total minutes network elements are not fully functional</p> <p>Ts = Total service time in minutes</p>	
<p><b>Delay</b> <i>Ref: Section 3.3 of Schedule 3</i></p>	<p>The average value of the RTTs, in milliseconds</p>	<p>Less than 233 milliseconds</p>	<p><math>D = \frac{\sum RTTs}{12}</math></p> <p>Where, D = Delay ΣRTT = sum of average Round Trip Times (RTTs) reported by the twelve (4x3) ping -n 100 commands.</p>	

NETWORK PERFORMANCE METRICS	REPORTING CRITERIA	MINIMUM REQUIRED SERVICE STANDARD (MRSS)	FORMULAE	THE STANDARD ACHIEVED BY THE LICENSEE SHOULD BE REPORTED IN THIS COLUMN
<b>Bandwidth</b> <i>Ref: Section 3.4 of Schedule 3</i>	The average speed achieved for downloading and uploading specified test files, in kbps	Not less than 80% of bandwidth agreed in Service Level Agreement	Bandwidth (download) $= \frac{\text{mean download speed}}{\text{agreed speed}} \times 100$ and Bandwidth (upload) $= \frac{\text{mean upload speed}}{\text{agreed speed}} \times 100$	

## 1. Service restoration

BTC shall repair faults on the WDIA Service according to the following timescales:

Table 1 Service restoration timescales for WDIA

Event	Service Affecting Fault (hours)	Service Interrupting Fault (hours)
Parties issues Fault Notice	T within 1	T within 1
Requested Parties issues Fault Acknowledgement	T within 3	T within 1
BTC informs the Access Seeker of time for repair	T within 4	T within 1
The Access Seeker may escalate fault	T after 8	T after 2
BTC completes fault repair pending tests and notifies Access Seeker	best endeavors	best endeavors
Repair deemed completed	4 after R	2 after R
BTC notifies Access Seeker that tests have been completed and issue is resolved	4 after R	2 after R
Repair Updates	2	1

T = Issue of Fault Acknowledgement

R = Repair completed by the providing operator

Any Customer Delays shall be added to the above table.

## Service Level Agreements

Severity Level (SL)	Description	Escalation	Management Contact
SL 1 (Low)	Network performance is degraded but most business operations continue.	<ol style="list-style-type: none"> <li>1. After sixty (60) minutes from fault detection;</li> <li>2. Update reports every two hours;</li> <li>3. After four (4) hours of no response or resolution escalate to a SL2 fault.</li> </ol>	Escalation to NOC Manager.
SL 2 (Medium)	Service is severely degraded, impacting significant aspects of Customer's business operations.	<ol style="list-style-type: none"> <li>1. Thirty (30) minutes from fault detection;</li> <li>2. After sixty (60) minutes of no response or resolution;</li> <li>3. After three (3) hours of no response or resolution.</li> </ol>	<p>Escalation to NOC Manager (or equivalent designation)</p> <p>Escalation to NOC Senior Manager (or equivalent designation)</p> <p>Escalation to Chief Technical Officer (or equivalent designation)</p>
SL 3 (High)	Business operations stopped due to product or service failure.	<ol style="list-style-type: none"> <li>1. Fifteen (15) minutes from fault detection;</li> <li>2. After thirty (30) minutes of no response or resolution;</li> </ol>	<p>Escalation to NOC Manager (or equivalent designation)</p> <p>Escalation to NOC Senior Manager (or equivalent designation)</p>
		<ol style="list-style-type: none"> <li>3. After sixty (60) minutes of no response or resolution.</li> </ol>	Escalation to Chief Technical Officer (or equivalent designation)

### 3. Service Level Offer

1) WDIA Service includes the SLAs outlined below:

1.1 The time frame for the installation of services is outlined in Annex A Clause C and is subject to all prerequisites as outlined in the Statement of Works being met and all requisite fees paid. If BTC does not meet this timeline, BTC will grant the Access Seeker a credit equivalent to 10% of the Installation Charge. Where additional physical resources or new Facilities are required to implement service, the Installation Time will begin once those resources or Facilities have been installed and tested, and are ready for service.

1.2 Service Upgrade: BTC will aim to provide upgrades within the time specified in Annex C assuming no new Facilities or infrastructure are required. See ordering process in Annex A.

1.3 Where new Facilities or infrastructure is required based on the Statement of Works, the relevant period will begin from the date all equipment required based on the Statement of Work have been received. Once BTC has the necessary equipment in its possession, the parties will agree on an install date. Note that service delivery date is subject to clause 13 and delivery of vendor equipment where applicable. If BTC fails to meet this timeframe, the Wholesaler is entitled to a credit equal to 25% of the difference between the Charges for one month of Service at the new rate and one month of Service at the rate prior to the upgrade.

1.4 Service Provisioning Intervals Limitations: Inability to meet agreed upon timeframes will not give cause for the Wholesaler compensation if the inability is a result of:

- a) unavailability of the Wholesaler's Premises to BTC at any given time during the installation period, upon twenty-four (24) hours' notice, as a result of a lack of co-operation by Wholesaler, its landlord or other third parties,
- b) unsuccessful site survey including, but not limited to, need for provisioning of additional facilities and/or delays caused by third parties,
- c) improper operation of Wholesaler equipment, facilities or applications, or
- d) acts of God, public health pandemic, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of BTC.

6) Network Availability: All services will be provided on a non-discriminatory basis in that BTC shall ensure that the technical and operational standard and quality of the service supplied under this Agreement are of equal quality to BTC's equivalent services. BTC outlines its service levels for WDIA services in this Annex.

7) Time to Repair: BTC will use best efforts to maintain its overall network quality, and commits to restoring all Wholesaler faults at the same time it restores BTC network.

BTC will provide a dedicated 24/7 support service for fault resolution (NOC) with an emergency contact. Immediate notification of faults and early notification of planned downtime will be sent to the Customer. All downtime is expected to be resolved in a timely and efficient manner.

## ANNEX D

### PRICING

4.1 Subject to URCA's approval the price and non-price terms of BTC's WDIA Service may be updated from time to time.

Pricing of service includes a one-time non-recurring charge and a monthly recurring charge for the services received.

The table below list the prices of BTC's current WDIA bandwidth offering on a monthly basis). All upgrades are subject to a one-time, non-recurring cost for upgrading bandwidth services.

#### Monthly Recurring Charges

Speed (Mbps)	Monthly Recurring Rates
30	\$1,023.00
50	\$1,549.00
75	\$2,208.00
100	\$2,866.00
150	\$4,183.00
200	\$5,499.00
250	\$6,816.00
350	\$9,499.00
500	\$13,399.00
750	\$19,982.00
1,000	\$26,565.00
2,000	\$52,898.00
10,000	\$263,561.00

#### One-time Non-Recurring Charges

**4.2 Installation Charges** –Installation of services at a location with intact infrastructure, subject to clause 13, services will be installed within five (5) business. Final installation time is dependent on the outcome of the Site Survey and whether any additional work is required as stated in the Statement of Works (SoW).

**4.3 Non-Recurring Charges** – These charges include the costs associated with installation, upgrades and equipment charges and is determined on a case-by-case basis, after a site survey is conducted. The results of the site survey will be presented to the Access Seeker in a Statement of Works. The Statement of Works will include an itemized estimate of the cost and projected time to complete install. Where a price has not been explicitly stated in the tables below, the charges paid by the Access Seeker must be cost-based and BTC must provide verifiable evidence of the cost it has incurred in procuring the equipment.



**Tables of non-recurring charges:**

<b>Labour and install</b>	<b>Costing</b>
Labour: construction	\$25 per hour
Labour – configuration	\$35 per hour
Per Diem	\$85
Logistics and Travel Expenses & Accommodation	Market prices

<b>Equipment</b>	<b>Costing</b>
Cisco Switch (solution dependent)	Dependent on duty inclusive market price and availability from the Vendor
Fiber unit cost per foot	\$1.38
Network Switch	Market rate
Interface Card	Market rate
Patch Panel	Market rate

**4.4 Construction Cost** – The cost associated with build out (of infrastructure) is dependent upon the site survey, and the subsequently derived Statement of Works which is then provided to the Access Seeker, setting out the cost for installation inclusive of equipment charges and availability date and is subject to clause 13 the timeline for installation once all deposits and required payments are made.

## **ANNEX E**

### **BILLING PROCESS AND DISPUTE RESOLUTION**

#### **Charging principles**

1.1 Delivered services and related installation and usage charges for the WDIA Service will be invoiced according to the principles and procedures defined in this Annex. The value of charges will be calculated using the prices as defined in Annex D – WDIA Price List together with the determined NRC.

1.2 Access Seeker shall be responsible for billing its own Customers and for the collection of debts from its own Customers.

#### **2 Billing process**

2.1 Recurring rental charges will be invoiced in arrears with installation and activation and any other one-off charges will be invoiced in advance.

2.2 BTC shall issue to the Access Seeker within thirty (30) Calendar Days of each billing period an invoice in writing or in such electronic form as may be agreed from time to time.

2.3 The billing period is a calendar month unless otherwise determined by BTC and notified to the Access Seeker in advance.

2.4 BTC may send invoices by way of email on the date of issue of the invoice.

#### **3 Payment process**

3.1 Subject to Clause 5 of Annex E, the Access Seeker shall pay the full undisputed amount of the invoice no later than twenty (20) Working Days from the date of issue of the relevant invoice. For the avoidance of doubt, the Access Seeker shall pay this amount to BTC regardless of whether the Access Seeker has received payment from its Customers.

3.2 In addition to exercising any rights, BTC has at law or under the Agreement, where an undisputed amount is outstanding and remains unpaid for more than seven (7) calendar days after it is due for payment, BTC reserves the right to make a formal demand for payment of all amounts due and owing at the time.

3.3 Payments are deemed to be received on the date the payment is received by BTC, unless the payment is subsequently dishonored, in which case, payment is deemed not to have been received until cleared funds are received by the BTC together with all dishonored fees and charges.

3.4 If the Access Seeker does not pay a sum payable by the due date, BTC may charge a penalty on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by BTC (both before and after judgement) in accordance with this clause. The Access Seeker agrees to pay the penalty on demand.

3.5 The penalty shall be calculated as 1.5 per cent of the overdue sum for each month or part month that the sum is overdue. Where a penalty in respect of any due and unpaid amount is due to BTC, BTC may add the amount of such penalty to its next invoice.

#### **4 Billing errors**

4.1 If the Access Seeker discovers an error in an invoice given by BTC, it shall notify BTC as soon as practicable. Upon investigation and verification, BTC shall make the adjustment necessary to correct that error in its next invoice.

4.2 If BTC has omitted or miscalculated charges from an invoice, BTC may include or amend (respectively) those charges in a later invoice, as long as BTC is able to substantiate these charges to the Access Seeker and the inclusion or amendment is made within twelve months of the issuing of the invoice.

4.3 If the Access Seeker makes an overpayment in error, it shall notify BTC accordingly within thirty calendar days of the date on which the overpayment was made with sufficient details for BTC to be able to identify the overpayment. If BTC verifies the overpayment, BTC will credit the Access Seeker's account within two (2) working days and provide evidence thereof.

4.4 Notwithstanding any other provision in this Annex E, a penalty shall not accrue or become payable in respect of sums added to an invoice in error.

4.5 The Parties acknowledge that invoices cannot be warranted as being free from errors.

#### **5 Billing Disputes**

5.1 Where a Party (the "Disputing Party") disputes the invoice of BTC, the Disputing Party shall send a written "Notice of Dispute" within ten (10) Working Days of the date of receipt of the disputed invoice to BTC. Failure to submit a Notice of Dispute within the ten (10) Working Day period shall be deemed to be indisputable confirmation of the correctness of the invoice.

5.2 The Notice of Dispute must:

- clearly identify aspects of the invoice being disputed; and
- state the specific reason(s) with reference to the information required.

5.3 If BTC determines that the information is insufficient to identify the disputed amount, BTC shall request and the Disputing Party must supply within three (3) Working Days of such request the relevant evidence and indicate the discrepancy in BTC's invoice.

5.4 The Disputing Party's unavailability of records shall not constitute an acceptable basis for disputing an invoice under this Agreement and any Notice of Dispute issued on that basis shall not be valid.

5.5 The Parties shall endeavor to settle amicably any such Billing Dispute and shall use reasonable efforts to agree upon an escalation procedure. If the Parties fail to resolve their Billing Dispute for any reason within five (5) Working Days of BTC's receipt of the information submitted under Clause 5.2 or within ten (10) Working Days of BTC's receipt of the Notice of Dispute, whichever shall first occur, Access Seeker shall issue a "Notice of Failure of Dispute Resolution" within five (5) Working Days.

5.6 In the Notice of Failure of Dispute Resolution, the Disputing Party shall be required to state a date and venue for its respective appointed Executives or appointed delegates to meet. The date of such meeting shall be not more than five (5) Working Days after the date the Notice of Failure of Disputed Resolution is issued. If the Dispute is not resolved with ten (10) Working Days of such meeting, the Executives or delegates shall refer such Dispute for investigation and determination to URCA.

5.7 For the avoidance of doubt in the event a billing dispute has been raised by the Access Seeker the Access Seeker is obligated to pay the undisputed amounts in accordance with clause 3.1.

## **6 Billing Representatives**

6.1 Enquiries relating to billing, collecting and settlement arrangements must be directed to the nominated billing representative of the other party as identified in Schedule 1 – Contact Details. Billing dispute notices must be sent to these representatives.

6.2 Either Party may at any time nominate another or alternate billing representative.

## ANNEX F

### DISPUTE RESOLUTION PROCESS

#### 1. General Process

1.1 The Parties will encourage their staff and employees to resolve Disputes that arise in the provision of WDIA Services at the lowest practical levels in their respective organization.

1.2 Notwithstanding Clause 1.1, the Parties will instruct their staff and employees to escalate Disputes that are not expeditiously resolved at lower working levels.

1.3 Nothing in this Annex shall reduce the Parties' rights to redress under the Laws of The Bahamas.

1.4 The Parties shall continue to be bound by the obligations in this Agreement while any dispute between them is being resolved by the processes set out in this Annex F, Dispute Resolution Process.

#### 2 Escalation of Disputes

2.1 Either party may escalate a dispute to a higher level in the Dispute resolution hierarchy outlined in the table below. Although it is expected that Disputes that cannot be resolved at one level in the Dispute Resolution hierarchy should be escalated to the next higher level, a Party may decide to escalate the Dispute more rapidly if in its consideration the severity and potential impact of the Dispute on the provision of the WDIA service and on Customers warrants such accelerated escalation.

**Table 1 Dispute resolution process**

Level in Dispute Resolution Hierarchy	Description	Disputes that are typically expected to be resolved at this level
1. (Lowest)	Operational level - involving the operational staff of each Party up to Field Supervisor level	Operational disputes associated with the interpretation and implementation of detailed operating processes and practices
2.	Management level - involving the managers in charge of operational units	Operational disputes escalated from the Operational level
3.	Senior management level	All disputes associated with the implementation of the Agreement, including disputes arising in the course of negotiations to change or amend the Agreement
4.	Executive level - involving Executives of each Party	All disputes associated with the implementation of the Agreement, including disputes arising in the course of negotiations to change or amend the Agreement.

5.	Independent third party including URCA	Disputes that the Parties cannot resolve requiring, in the view of one or both of them, the involvement of an independent Arbitrator, Mediator, or URCA.
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### 3. Resolution of Disputes at Executive level

3.1 Either Party may escalate a dispute to the Executive level if it appears that there is little likelihood of middle and senior management (stages 2 and 3) resolving the matter and where the gravity and potential impact of the dispute on the timely provision of WDIA Services warrants such an escalation.

3.2 The Executives shall adopt whatever process for examining and, if possible, resolving the dispute as appears to them to be appropriate having regard to the nature and complexity of the issues associated with the dispute and its possible means of resolution.

### 4. Independent Arbitration and Mediation

4.1 Should the Executives of the Parties fail to reach unanimous agreement in the determination of any Dispute referred to them within fourteen (14) Working Days of such referral, the Parties undertake to meet promptly and consider whether or not the Dispute should be referred to Arbitration or Mediation. If the Parties agree in writing that the Dispute should be referred to Arbitration or Mediation, such dispute will be determined by Arbitration or Mediation in accordance with the remaining provisions of this clause, and either Party may then file a request for Arbitration or Mediation. If the Parties fail to reach an agreement in writing to refer the Dispute to Arbitration or Mediation within a period of two (2) Working Days of meeting pursuant to this Clause, then either Party will be entitled to commence litigation proceedings against the other Party or to refer the Dispute to URCA under Clause 5 of this Annex.

4.2 Notwithstanding anything to the contrary contained in this Clause 4, neither Party shall be precluded from obtaining interim relief from a court of competent jurisdiction pending the decision of an arbitrator or mediator appointed pursuant to this Clause. In the event of a reference to the arbitration panel or to a mediator, both Parties shall compile a detailed dispute report which shall include origin, nature, extent, issues and any proposals for resolution and make their respective reports available to the arbitrators and each other within fourteen (14) Working Days of the referral.

4.3 The Arbitration Panel shall consist of two (2) members, both of whom shall be appointed in accordance with the provisions of the Arbitration Act Chapter 180. The Arbitration Panel shall, in accordance with the Arbitration Act, decide upon and give directives as to all matters of procedure to be followed by the Parties in resolving the Dispute and who shall bear the costs of the Arbitration. The decision of the Arbitrator shall be final and binding and may be made an order of court.

4.4 As an alternative to Arbitration, both parties may agree to appoint a Mediator whose task will be to broker an agreement between the parties. The Mediator will be chosen as set out in Clauses 4.2 – 4.3, and the Parties will be bound by any agreement made by the Parties resulting from the Mediation. The Parties may request URCA to act as the Mediator.

4.5 The Parties agree to keep the Arbitration or Mediation, including the subject matter

of the Arbitration or Mediation and the evidence heard during the Arbitration or Mediation, confidential and not to disclose the Arbitration or Mediation, its subject matter and the evidence heard to anyone except in the event that the decision is made by an order of court or of URCA, in which case the Arbitration or Mediation, its subject matter and the evidence heard may be revealed to the relevant court or to URCA.

## **5 Reference to URCA**

5.1 After the expiry of thirty (30) Working Days after a dispute has been referred to the Executives under Clause 4, step 4 in the table above, the Executives having agreed that a dispute should be referred to URCA, both Parties shall refer the dispute to URCA. Each Party will bear its own costs of the reference of any dispute to URCA. The Parties shall follow the processes and timescales set out by URCA in any regulations relevant to dispute resolution.

## **ANNEX G**

### **DEFINITIONS**

“Access Seeker” means a Licensed Operator of a public electronic network or public electronic services that requests or is provided with the Wholesale Direct Access Service by BTC.

“Arbitrator” means a person appointed under Annex F to decide how a Dispute between the Parties should be resolved.

“Breach Notice” means a notice set out in the Main Terms and Conditions Clause 12.1 sent by one Party to the other Party specifying a breach of the terms of this Agreement by the other Party, a period of time for its remedy and the consequences of a failure to remedy the breach as set out in Clause 12.2.

“Calendar Day” means a period of twenty-four (24) hours ending at midnight including weekends and public holidays.

“Customer” means a party which has subscribed to a Licensed Operator for the provision of dedicated internet access, but which is not, for the purposes of this Agreement, a Licensed Operator.

“Customer Delay” means any delay in meeting the standards set out in Annex C, for ordering, provisioning, delivery and fault repairs which is due wholly or partly to the Access Seeker or its Customers for whom the service is being performed.

“Demarcation Point” means the physical point at which the responsibility for the service delivery infrastructure passes from the Service Provider to the Access Seeker.

“WDIA Order Form” means the WDIA order form document containing the particulars of the Access Seeker and the WDIA Services requested. See Annex A.

“Disputing Party” means a Party disputing an invoice raised by the Invoicing Party under Annex E.

“Fault” means a condition that causes a Network to operate other than intended or to cease operating altogether.

“Fault Rectification” means the correction of a Fault.

“Fault Response” means the action of responding to a Fault, and includes responding remotely using electronic monitoring systems, and physical response at the location where the Fault is situated.

“Force Majeure” has the meaning ascribed to it in the Main Terms and Conditions Clause 13.

“Force Majeure Notice” has the meaning ascribed to it in the Main Terms and Conditions Clause 13.

“Intact Service” means a location which requires no further equipment, infrastructure or any physical change at the customer’s UPE to complete the customer’s order.

“Invoiced Party” means the Party which receives an invoice from the other Party.

“Invoicing Party” means the Party which issues an invoice to the other Party.

“Licensed Operator” means an organization licensed by URCA to provide telecommunication services.

“Mediator” means a person appointed under Annex F Clause 4.

“Network” means a network established for the conveyance of telecommunications traffic to and from Customers.

“Notice of Failure of Dispute Resolution” means a notice issued under Annex F.



“Order” means a contractual request made by the Access Seeker for the provision of services to a customer submitted in accordance with Annex A.

“OLO” means an “Other Local Operator” who is a licensed operator providing telecommunications services to residential and business customers using its own and leased wholesale facilities.

“Party” means the signatories to this Agreement.

“POP” means a Point of Presence which is a base station or a data Centre of a Licensee.

“Renewal Term” means the year to year period following the initial term of this Agreement.

“Service Address” means the physical location of the Access Seeker where services are to be provided by BTC.

“Service Start Date” means the one (1) day following the Access Seeker’s acknowledgment of the connection of the service.

“SLA” means the service level agreement set out in the Main Terms and Conditions Clause 3 and Annex C of this Agreement.

“Special Installation Charges” means miscellaneous charges associated with the installation of WDIA Services at the Access Seeker’s POP.

“Unforeseen Circumstances” means an unexpected event that prevents the installation of services from continuing normally, this includes, but is not limited to weather conditions, industrial action, supply chain interruptions and travel logistics.

"UPE" means the demarcation switch provided by BTC for the delivery of WDIA to an Access Seeker’s or OLO’s POP.

“URCA” means the Utilities Regulation and Competition Authority or any successor body.

“Access Seeker” means a licensed service provider or OLO who leases wholesale services to provide telecommunications services to downstream residential and business customers.

“Working Day” means a period of twenty (24) hours ending at midnight excluding weekends and public holidays. A weekend is defined as Saturday and Sunday.

## **SCHEDULE 1**

### **Contact Details**

#### **Schedule 1 - Contact details**

This schedule sets out the key contact people for the administration of the Dedicated Internet Access Services for both the Parties, with the following details:

#### **THE BAHAMAS TELECOMMUNICATIONS COMPANY**

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

#### Interconnection Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

#### Interconnections Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

#### Fault Contact Person

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

#### Billing Representative

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

#### **ACCESS SEEKER**

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Interconnection Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Interconnections Manager

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Fault Contact Person

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)

Billing Representative

Name

Title

Address

Email address

Telephone numbers (work fixed, mobile and after hours)

Name and mobile phone number of deputy (for cases of holidays etc.)