
PART E DATA SERVICES

Item 500 General

1. Description

- 1) This Item is subject to the terms and provisions of Part A of this Tariff.
- 2) This Item applies to C&W Data Services and includes the following services: International Private Leased Circuits, Domestic Private Leased Circuits, Frame Relay, ISDN and Very Small Aperture Terminals.

2. Definitions

"B Channel" is a 64 kbps Channel used for carrying data, voice or other services.

"Band 1" is a geographic area for International Private Leased Circuit service that provides facilities from the Cayman Islands to Jamaica.

"Band 2" is a geographic area for International Private Leased Circuit service that provides facilities from the Cayman Islands to either the Bahamas, Bermuda or Puerto Rico.

"Band 3" is a geographic area for International Private Leased Circuit service that provides facilities from the Cayman Islands to either Brazil, Canada or the United States of America.

"Band 4" is a geographic area for International Private Leased Circuit service that provides facilities from the Cayman Islands to the United Kingdom.

"Channel" is single communications path in a transmission medium connecting two or more points in a network, each path being separate by some means (e.g. spatial or multiplex separation).

"Circuit" is a physical configuration of equipment that provides network transmission capability for multiple Channels.

"D Channel" is a Channel used for carrying control and signaling information.

PART E DATA SERVICES - continued

Item 500 General - continued

“Initial Term” means the initial period of time for which the Customer commits to subscribing to the service.

“International Carrier” is a Telecommunications Carrier that provides international Telecommunications Services.

“Zone” is Zone A, Zone B or Zone C.

“Zone A” is West Bay and Seven Mile Beach.

“Zone B” is George Town and South Sound.

“Zone C” is Spotts and Bodden Town.

“Zone D” is Frank Sound, North Side, Cayman Kai and East End.

"Zone 1" is a pricing category to be used when the Customer requires a Circuit for which both ends are in the same Zone.

"Zone 2" is a pricing category to be used when the Customer requires a Circuit where the circuit starts in one Zone and terminates in an adjacent Zone (e.g. Zone A to Zone B or Zone B to Zone C).

"Zone 3" is a pricing category to be used when the Customer requires a Circuit where the circuit starts in one Zone and terminates in a non-adjacent Zone (e.g., Zone A to Zone C).

3. Availability of Services

- 1) C&W shall determine the locations at its discretion where it will provide Data Services.
- 2) Where it is necessary for C&W to install special equipment or to incur an unusual expense to establish Data Service, the Customer shall pay the associated Special Installation Charges, contingent upon the Customer’s prior approval for such charges.

PART E DATA SERVICES - continued

Item 500 General - continued

4. Fixed Term Contracts and Termination

- 1) Depending on the Service, Customers may obtain Data Services on a month-to-month basis and/or may enter into a fixed term contract of one or more years.
- 2) The Initial Term, as to each Service, begins on the Effective Date. The Customer agrees to purchase the Service for the full term, subject to early termination charges.
- 3) The Customer agrees that any fixed term contract automatically renews upon expiry of the Initial Term on a month-to-month basis, unless either party gives at least 30 days written notice that it does not wish to renew. The Customer may also, upon expiry of the Initial Term, enter into a new fixed term contract to which sub-item 2) above would apply.
- 4) If the Customer defaults or terminates the fixed term contract or any Service provided under it prior to the end of the applicable term, the Customer must pay C&W, in a single payment within 30 days, an early termination fee equal to the aggregate charges for the unexpired portion of the Initial Term.
- 5) Notwithstanding sub-item 500.4(4) above, the termination fee will be waived for terminating an existing service if the Customer enters into a new fixed term contract for a higher capacity Data Service in the same location with an expiry date no earlier than the terminated service would have expired.

5. Custom Pricing

- 1) Where Customers require Circuits that originate or terminate in Zone D or in locations other than those covered by Bands 1 to 4, C&W shall assess customer-specific charges. These charges are subject to approval by the ICTA.
- 2) C&W does not guarantee any specific delivery date for a Circuit originating or terminating in Zone D or in locations other than those

PART E DATA SERVICES - continued

Item 500 General - continued

covered by Bands 1 to 4, and does not guarantee approval of any specific charge.

6. Access

- 1) To enable C&W to expeditiously and properly fulfill its obligations, the Customer shall, if and when necessary, permit C&W and its Agents (or, where required by C&W to do so, procure permission for such persons from any other person whose permission is required) to have reasonable access to the Service Address.
- 2) The Customer shall advise C&W of any health and safety rules and regulations applicable at the Service Address and C&W shall require its representatives to observe such regulations while at the said Service Address.

7. Provision of Information

- 1) The Customer undertakes promptly to provide C&W (free of charge) with all necessary information and co-operation that C&W may reasonably require from time to time to enable it to proceed uninterruptedly with the performance of its obligations in providing the Data Services.