
PART E DATA SERVICES

Item 506 Metro Ethernet Service

1. Service Description

1. This item is subject to the terms and conditions of Item 500 and Part A of this Tariff.
2. Metro Ethernet Service provides high-speed network connectivity interconnecting customer sites using Ethernet as the transport protocol. Metro Ethernet will offer the following architecture, namely any-site to any-site communication among two or more sites using virtual Ethernet bridging in the C&W IP/MPLS network. The network will switch packets between all of the participating Sites, using the destination Ethernet MAC address.
3. The Service shall consist of the conveyance of the Data between any of the Customer's Sites via the C&W IP/MPLS network.
4. Installation and monthly charges apply. A Site Survey is also required.
5. Initial Term available for Metro Ethernet Service: 1 year, 2 years, 3 years.

2. Definitions

“Circuits” means, for the purposes of this Tariff Item, a physical path, consisting of one or more wires, cable, optical fibre (or wireless paths) and possibly intermediate switching points.

“Customer Equipment” means any equipment or apparatus provided by the Customer which is used by the Customer in conjunction with the Service.

“Data” means information that is conveyed via the Metro Ethernet Circuits.

“Fault Log” means the official method used by the Customer to advise C&W of a perceived Network Outage.

“Network Outage” is defined as an unscheduled period in which the Service is interrupted and not usable for sixty (60) or more seconds within

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a 15-minute period, as measured by C&W. Network Outages do not include periods of service degradation, such as slow data transmission.

“Performance Remedies” means reductions in certain charges where C&W fails to meet the specified service levels calculated as set out and subject to the conditions of the Service Level Agreement set out in section 506.4 of this Tariff Item.

“Service” or “Metro Ethernet Service” means the conveyance service defined in this Tariff Item.

“Service Levels” means the parameters described in section 506.4, against which the provision of the Service provided pursuant to this Tariff Item will be measured.

“Service Level Agreement” means levels of service set out in section 506.4 of this Tariff Item

“Site” means the location in the Cayman Islands at which the Service will be provided to the Customer as set out in the Service Application Form.

“Site Survey” is the survey of the Customer’s Service Address to determine its suitability for the installation of Service under this Tariff Item.

“System Equipment” means the equipment more particularly defined in paragraph 506.3(5).

3. Terms and Conditions

Technical Specifications

- 1) The Customer must ensure conformance with the relevant IEEE technical standards relating to Ethernet interfaces and safety, including but not limited to:
 - (a) IEEE 802.3, Ethernet - 10BaseT;
 - (b) IEEE 802.3u, Fast Ethernet - 100BaseT; and

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- (c) IEEE Std 802.3z -1998, Gigabit Ethernet - 1000 Mbps

Minimum Requirements

- 2) In order to access the Service the Customer must warrant that it has a network connection which shall be the means by which the Customer connects to the C&W demarcation device (which may be a switch or router). C&W reserves the right to inspect the Sites in order to ensure that the Customer has an adequate network connection to access the Service.

Equipment and Software

- 3) If C&W does not supply the above-mentioned demarcation device that will interface with the Service, the Customer agrees to provide that device and agrees that the Customer's demarcation device must comply with any operating specifications which may be provided by C&W from time to time.
- 4) If C&W provides the Customer with any equipment that will interface with the Service, the Customer must provide space, power and other environmental conditions as set out below.

Equipment Operational Requirements

The Equipment must be kept in the following environmental conditions:

- Non-corrosive
- Relatively dust-free
- Dry
- Clean
- Well ventilated
- Air conditioned

The router must be mounted in a rack or have about 2 inches clearance under the base to allow for proper ventilation and operation of the cooling fan.

Sudden and frequent fluctuations in voltage, especially outside of the normal operating range, can damage the power supply on the

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router. It is therefore suggested that the router be isolated from the raw power supply with the use of an Uninterrupted Power Supply (UPS) or a surge protector.

DESCRIPTION	SPECIFICATION
Dimensions: (H x W x D)	1.69 x 17.5 x 11.8 in. (4.3 x 44.45 x 30.00 cm), one rack unit
Weight:	10.25 lb (4.66 kg)
Input voltage, AC power supply:	100 to 240 VAC
Current:	1.5A
Frequency:	47 to 63 Hz
Power dissipation:	75W (maximum), 260 Btus ¹ /hr
Operating environment:	32 to 104°F (0 to 40°C)
Non-operating temperature:	-130 to 158°F (-25 to 70°C)
Operating humidity:	5 to 95 percent, non-condensing
Noise level:	38 dBa (minimum)
Regulatory compliance:	FCC Class B and Canadian DOC Class A

¹BTUs = British Thermal Units

- 5) If requested by C&W, the Customer will enter into an agreement with C&W for the rental and maintenance of all and any equipment which C&W deems necessary for the operation of the Service (the “**System Equipment**”).
- 6) If requested by C&W, the Customer shall provide C&W with specifications of any item of Customer Equipment by the date specified by C&W.
- 7) All Customer Equipment must be approved in writing by C&W prior to use in connection with the Service. C&W reserves the right to refuse or at any time to withdraw approval of any Customer Equipment if, in C&W’s sole opinion, it is not suitable for use in connection with the Service. If at any time C&W withdraws approval of any Customer Equipment, the Customer must

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immediately cease to use such Customer Equipment in connection with the Service.

- 8) All System Equipment supplied under this Agreement is C&W's property and upon termination of the Service it must be made available for collection by C&W or C&W's agent.
- 9) The Customer must, at its own expense, prepare the Service Address for installation and provide suitable facilities for the provision of the Service, including a suitable supply of electric current, all other required electrical and mechanical items and fittings (including conduit and trunking if appropriate), and such environmental conditions as are necessary for the installation and correct operation of the required equipment and for the safety of C&W's employees, agents and contractors.
- 10) If C&W provides any software (and any related documentation) under this Agreement which is embedded in hardware as firmware and which is not accompanied by a licence agreement (collectively "**Service Agreement Software**"), The Customer shall use the Service Agreement Software only with the System Equipment, if any, and the Service. The Customer shall not (i) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Service Agreement Software in any form or by any means, or (ii) use the Service Agreement Software for any purpose other than as set forth in this paragraph. The Customer has no ownership rights in, neither shall the Customer obtain rights to, the Service Agreement Software. If a licence agreement ("**Software Licence**") accompanies the software provided by C&W, whether such software is owned by C&W ("**LIME Licence Agreement Software**") or C&W's third-party supplier(s) ("**Third-Party Licence Agreement Software**"), the Customer shall abide by the terms of the Software License. C&W has no obligations or liabilities whatsoever in connection with any Third-Party Licence Agreement Software, whether such Third Party Licence Agreement Software is used in connection with the Service. The Customer agrees to look exclusively to the Third-Party Licence Agreement Software supplier(s) with respect to all matters relating to

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its software. The Service Agreement Software, the LIME Licence Agreement Software, and the Third-Party Licence Agreement Software are collectively referred to herein as “**Software**”.

Service Commencement and Duration

- 11) The proposed Service Commencement Date shall be as set out on the Service Application Form, or such other later date as agreed between the Customer and C&W.
- 12) The Initial Service Period (if any) shall also be as set out on the Service Application Form, and it shall commence on the Service Commencement Date.
- 13) After the expiry of the Initial Service Period, the term of the Service shall automatically renew for consecutive one (1) month periods (each being called a “**Renewal Period**”) on the same terms as set out herein, as may be modified from time to time in accordance with this General Tariff.
- 14) If the Customer wishes to terminate their Service at any time after the expiry date of the Initial Service Period, it may do so on providing C&Ws with thirty (30) days’ prior written notice.
- 15) If the Customer wishes to terminate their Service to take effect prior to the expiry date of the Initial Service Period, the Customer must provide C&W with sixty (60) days’ prior written notice and is required to pay all applicable cancellation charges described in this Tariff Item.

Limitations

- 16) The Customer acknowledges and agrees that:
 - a. the Internet is made up of many interconnected networks and therefore C&W can make no warranties regarding the performance, reliability or integrity of these networks;

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- b. C&W has no control whatsoever over the information, packets or images transmitted through C&W's network and use of any information obtained via C&W's network is at the Customer's own risk;
- c. C&W has no control whatsoever over the content, accuracy, quality or integrity of the information, data or programs accessed or transmitted via C&W's network or for loss of messages, information, data or images resulting from delays, non-deliveries, mis-deliveries or service interruptions;
- d. The Customer's use of the Service is subject to C&W's Acceptable Use Policy (found at www.lime.com) as such policy may be amended from time to time and which is incorporated into this Tariff Item, and the acceptable use policies of the operators of other network(s) to which C&W is linked and any Internet Service Provider Agreements to which C&W is a party;
- e. The Customer must not, nor permit others to, use the Service for purposes other than those for which C&W has granted permission under this Agreement;
- f. C&W does not accept any responsibility or liability for any illegal entry or access to or theft, destruction, alteration or tampering with the Customer's User ID, password, data, information or computer network or software by any means whatsoever, including without limitation, by fraud, "worms" or "viruses," or any other breach of the Customer's computer security or privacy by any person;
- g. C&W makes no warranties, express or implied, statutory or otherwise, including without limitation, those arising out of custom or usage, with respect to merchantability, fitness for a particular purpose, condition or quality with respect to C&W's equipment and/or facilities.

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- 17) For the avoidance of doubt, the Customer shall not connect any of the Metro Ethernet Services' Circuits to the public switched network or use it to provide any form of service to the public.

Disclaimer

- 18) C&W DOES NOT WARRANT THAT THE SERVICE, SERVICE AGREEMENT SOFTWARE OR EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE OR PROVIDE ANY SECURITY OR PRIVACY FOR ANY COMPUTER NETWORK OR ANY DATA, OR THAT THE INFORMATION AVAILABLE AND/OR ACCESSED THROUGH THE INTERNET WILL BE ACCURATE, CORRECT, APPROPRIATE FOR ANY PARTY'S NEEDS, FREE FROM VIRUSES OR OTHER DISABLING CODES, OR THAT SUCH INFORMATION SHALL NOT INFRINGE UPON ANY PROPRIETARY OR OTHER RIGHTS OF OTHERS. THE USE OF THE INTERNET, ANY INFORMATION AVAILABLE AND/OR ACCESSED THROUGH THE INTERNET, ANY DOMAIN NAME, AND ANY SECURITY FEATURES PROVIDED FOR THE SERVICE SHALL BE AT THE CUSTOMER'S SOLE RISK. OTHER THAN ANY EXPRESS WARRANTIES CONTAINED IN THIS TARIFF, C&W DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR YEAR/ DATE ACCURACY. C&W MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE FITNESS, QUALITY, SUITABILITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR PERFORMANCE OF ANY THIRD-PARTY LICENCE AGREEMENT SOFTWARE, IT BEING AGREED THAT ANY SUCH SOFTWARE IS BEING SUPPLIED "AS IS" AND THAT ALL SUCH RISK, AS BETWEEN C&W AND THE CUSTOMER, IS TO BE BORNE BY THE CUSTOMER AT ITS SOLE RISK AND EXPENSE.

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- 19) THE CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT USE OF THE SERVICE HEREUNDER (INCLUDING ANY USE OF ANY DOMAIN NAME) WILL NOT VIOLATE OR INFRINGE UPON ANY PROPRIETARY OR OTHER RIGHTS OF OTHERS, BE ABUSIVE, THREATENING, OBSCENE, PROFANE OR OTHERWISE OFFENSIVE, OR VIOLATE ANY APPLICABLE LAWS OR REGULATIONS. THE CUSTOMER IS PROHIBITED FROM REPRESENTING TO ANY THIRD PARTY THAT C&W HAS MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE SERVICE, SOFTWARE, EQUIPMENT, OR THE INTERNET.

4. Service Level Agreement

- 1) The Customer is entitled to Performance Remedies for failure by C&W to meet agreed service levels, calculated in the manner set out in and subject to the conditions of the Service Level Agreement set out in this section 506.4 of this Tariff Item. Such Performance Remedies will be the Customer's sole and exclusive remedy for any failure by C&W to meet the service levels.
- 2) Performance Remedies will not be available to the Customer where C&W's failure to meet any service levels results from any circumstances outside C&W's control.
- 3) The Customer must contact C&W's Customer Service Department with respect to all queries relating to the Service or the service levels or arising from any performance reports.
- 4) The Customer is responsible to provide a written request for a credit when they believe a Service Level has not been met. In order to receive a credit on a Service Level, the Customer must do the following: a) report the Network Outage, or assure that Technical Operations Centre has opened a Fault Log on the Customers' behalf within twenty-four (24) hours of the occurrence and, b) make a request in writing to C&W for a credit on the specific Service Level that was not met. The credit request must be sent within ten (10)

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days of the first day of the month following the perceived non-compliance.

- 5) C&W shall not be liable to the Customer for any charges incurred by the Customer for the use of any other telecommunication services (such as telephone, facsimile, telegraph or telex) during any period of unavailability as stated in C&W's Service Level Agreement, and the Customer shall remain fully liable for all such charges.
- 6) In this SLA "**Month**" means a calendar month. Where a Service Commencement Date is not at the beginning of a Month, the period from the Service Commencement Date until the beginning of the next Month shall not be included in any calculation of Availability in accordance with the terms of this SLA.
- 7) Where the Customer is entitled to Performance Remedies, the Performance Remedies will be credited in the Month following the Month in which the failure of the Services to meet the Service Levels occurred, or the Month following conclusion of a disputed claim for Performance Remedies. Such Performance Remedies will be shown as a credit against the charges payable in respect of the Services provided during that Month.

Service Reliability Guarantee

- 8) The service reliability guarantee entitles the Customer to claim rental rebates when circuit availability falls below a given threshold.
- 9) The Customer is eligible for rebates under the Circuit Availability Rebate scheme, up to a maximum liability for C&W in any twelve-month review period of 100% of rental charges for the affected Circuit. Each Circuit is assessed separately.
- 10) C&W intends to ensure that the Circuit is available for use twenty-four (24) hours a day from each of the Sites. This Availability will be deemed to be satisfied if each Circuit provided pursuant to this Tariff Item is available for not less than the following percentage of

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the time in any complete Month after the Service Commencement Date:

“Availability” = Ninety-nine point eight percent (99.8%)

- 11) The percentage Availability will be calculated and measured for each Circuit as follows:

$$P = \frac{A \times 100}{B}$$

A is the number of hours for which the Circuit was available.

B is 720 hours (being the average number of hours in a given Month over a calendar year); and

P is the resulting percentage Availability.

- 12) Service will not be deemed to be unavailable, for the purposes of the calculation in paragraph 506.4(10) above, if the unavailability arises from or is otherwise caused by:

- a. The Customer requesting C&W to test a Circuit although no fault has been detected or reported to the fault center;
- b. a Circuit being modified or altered in any way at the Customer’s request in accordance with this Tariff Item;
- c. any Scheduled Maintenance or planned outages in accordance with paragraphs 506.4(21) to (24) of this Tariff Item;
- d. any suspension of the Service in accordance with the terms of this Tariff;
- e. a failure or fault of the Customer’s equipment, applications or facilities (or otherwise not attributable to the Service) or failure or fault arising pursuant to a Force Majeure Event;
- f. failure by the Customer or the Customer’s agent to give C&W access to the Services or any equipment upon being requested

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to do so by C&W for the purposes of investigating and rectifying any fault;

- g. any act or omission by the Customer; or
 - h. the Customer failing to operate the Service in accordance with the terms of this Tariff; or
 - i. it is reasonably required to reduce or prevent fraud or interference within C&W's network.
- 13) For the avoidance of doubt, any period of unavailability shall not count towards the calculation of percentage Availability in accordance with paragraph 506.4(10) where C&W can find no fault in C&W's network.
- 14) The Performance Remedy in respect of Availability shall be determined as follows:
- If the percentage availability calculated is less than the percentage referred to in paragraph 506.4(9) then the Customer will be entitled to a rebate of five percent (5%) of monthly access charge for the related Circuit.
- 15) Circuit unavailability is unscheduled Circuit disruption in excess of fifteen (15) minutes, other than those disruptions caused by reasons excluded in this SLA or related to public or local (UPS) power supply.
- 16) Circuit availability rebates, where due, are calculated quarterly and will normally be credited against the Customer's next invoice.

Fault Reporting

- 17) All Faults shall be reported charge free, to 1-800-804-2994 which is available twenty-four (24) hours per day. "Fault" means a fault on C&W's network.

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- 18) The Customer must supply as much diagnostic information as is available or known at the time. This must include where appropriate:
- the Customer's name
 - contact number
 - the Circuit number
 - the nature of the Fault
 - estimated time problem was detected
 - the Sites affected
 - the details of the equipment in use
 - the events/activities leading up to the Fault
 - the hours during which it is convenient for a C&W representative to access the Customer's premises.
- 19) The Customer solely responsible for providing C&W with accurate and current contact information for the Customer's designated points of contact. C&W will be relieved of its obligations under this section 506.4 if the contact information C&W have for the Customer is out of date or inaccurate due to the Customer's acts or omissions or those of the Customer's employees or agent(s), or if C&W's failure is due to reasons beyond C&W's control.
- 20) On receipt of a fault report or query from the Customer, the Customer Service Department will log the call, and will thereafter retain ownership responsibility for the resolution of the fault/query, and for ensuring that an auditable record of resolution activity is maintained, regardless of what other functions (C&W or third party) may be involved in the resolution of the fault/query. All communication on fault/query status will be channeled to the Customer through the Customer Service Department to which the fault/query was originally reported.
- 21) If, following investigation of a reported line fault, C&W determines that the Circuit is not faulty or that the fault or failure is due to misuse or damage by the Customer, then the Customer shall pay (in addition to the cost of repair or replacement of any part of the Circuit

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or router) visit charges based on C&W's standard charges of which the Customer may be notified from time to time.

Scheduled Maintenance and Planned Outages

- 22) **“Scheduled Maintenance”** shall mean any maintenance at C&W's network nodes to which the Customer's Circuits are connected and maintenance of C&W owned and managed router, of which the Customer is notified no less than forty-eight (48) hours in advance. C&W will provide notice in writing of Scheduled Maintenance to the Customer's designated point of contact as per current escalation list provided by the Customer. Scheduled Maintenance may result in disruption of Service, but such disruption shall not be deemed unavailability for the purpose of calculation of Performance Remedies.
- 23) Wherever possible C&W will attempt to minimize the period of disruption by any or all of the following means, in Our sole discretion:
 - a. implementing back-up arrangements;
 - b. making significant changes in a regularly scheduled maintenance period;
 - c. ensuring that outages are kept to an absolute minimum; and
 - d. grouping changes together so that they occur simultaneously.
- 24) C&W reserves the right to carry out emergency maintenance work at any time on C&W's network, C&W's owned and managed router or at C&W's points of presence, giving the Customer only such notice as is reasonably practicable in the circumstances. Disruption of Service due to emergency maintenance work shall not be deemed unavailability for the purpose of calculation of Performance Remedies.

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- 25) In the event that the Customer prevents or delays pre-arranged maintenance services from being carried out, C&W may charge the Customer for the cost of same at C&W's standard rates of which the Customer will be notified from time to time, as well as all reasonable expenses incurred by C&W in connection therewith.

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5. Rates and Charges

The following rates and charges shall apply:

METRONET - POINT TO MULTIPOINT SERVICE				
	Term	1 Year	2 Year	3 Year
Description	Speed	CI\$	CI\$	CI\$
METRONET	512KBPS	\$190	\$180	\$170
METRONET	1024KBPS	\$229	\$217	\$205
METRONET	1544KBPS	\$283	\$269	\$254
METRONET	2 MBPS	\$329	\$312	\$295
METRONET	3 MBPS	\$475	\$450	\$425
METRONET	4 MBPS	\$494	\$468	\$442
METRONET	5 MBPS	\$512	\$485	\$458
METRONET	6 MBPS	\$530	\$502	\$475
METRONET	7 MBPS	\$549	\$520	\$491
METRONET	8 MBPS	\$567	\$537	\$507
METRONET	9 MBPS	\$585	\$554	\$524
METRONET	10 MBPS	\$603	\$572	\$540
METRONET	15 MBPS	\$823	\$780	\$736
METRONET	20 MBPS	\$933	\$884	\$834
METRONET	25 MBPS	\$1,042	\$988	\$933
METRONET	30 MBPS	\$1,152	\$1,091	\$1,031
METRONET	35 MBPS	\$1,225	\$1,161	\$1,096
METRONET	40 MBPS	\$1,298	\$1,230	\$1,162
METRONET	45 MBPS	\$1,353	\$1,282	\$1,211
METRONET	100 MBPS	\$1,411	\$1,337	\$1,262
METRONET	155 MBPS	\$1,698	\$1,609	\$1,519
METRONET	250 MBPS	\$2,351	\$2,228	\$2,104
METRONET	500 MBPS	\$2,874	\$2,723	\$2,571
METRONET	1000 MBPS	\$3,266	\$3,094	\$2,922

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- a) The above monthly recurring prices apply per location / Customer Site.
- b) A one-time Install fee of CI\$ 500.00 applies per location / Customer Site.
- c) Cancellation charges, as set out in the table below, apply in the event of cancellation of service during the Initial Service Period, per location / Customer site:

Term	Termination Terms
1 Year	<ul style="list-style-type: none"> • 100% of remaining contract value
2 Year	<ul style="list-style-type: none"> • For termination in first year, 100% of remaining value of first year plus 50% of remaining value of second year; • For termination in second year, 50% of remaining value.
3 Year	<ul style="list-style-type: none"> • For termination in first year, 100% of remaining value of first year, plus 50% of remaining value of second year, plus 25% of remaining value of third year; • For termination in second year, 50% of remaining value plus 25% of remaining value of third year • For termination in third year, 25% of remaining value