



March 10, 2009

The Chief Executive Officer
Fair Trading Commission
Good Hope
Green Hill
St. Michael

Dear Madam,

TeleBarbados, Inc. provides these comments in response to the Fair Trading Commission's notice of "Public Consultation", issued January 1, 2009, regarding proposed revisions to the Reference Interconnection Agreement ("RIO"). The RIO forms the basis for all interconnection agreements between the incumbent monopolist, LIME (formerly Cable & Wireless (Barbados) Limited) and its competitors. As a key local and international service provider, TeleBarbados is keenly aware of the decisive impact that the Government's interconnection policy--as embodied in the RIO--has on the ability of entrants to succeed in providing Barbadians with cost-effective and innovative services.

This review of the RIO comes at a critical juncture. The FTC's policy of allowing competitive forces to drive investment, service creation, and customer service has resulted in lower prices and better service for consumers. However, as TeleBarbados' own experience has demonstrated, LIME's market power has not yet diminished to a level where all companies compete on a level pitch, and where success depends solely on a firm's ability to create useful products at reasonable prices. Rather, LIME's continuing ability to leverage its control over bottleneck facilities continues to be a major force constraining the ability of competitors to offer significant benefits to Barbadian residents and businesses.

The government of Barbados, in various policy statements, has made it clear that it does not support continuing monopolies which restrict innovation and maintain high prices, and that it favors a competitive marketplace where the consumer is a true beneficiary. Indeed, the Government has already recognized the need for further policy measures to support competition by enacting new policies for Indirect Access, Two-Stage Access, and VOIP. Revising the Reference Interconnection Agreement must be another step in this march toward robust competition.



In a "Business Monday" column entitled "Interconnection--What is It?" published on February 23rd, 2007, the Fair Trading Commission (FTC) noted that interconnection provides several economic benefits to consumers and telecommunication providers alike:

"Consumers benefit from increased competition among service providers resulting in lower prices and a greater suite of services...As more services are provided, opportunities for content providers and equipment manufacturers increase, with consequential benefits to consumers."

More recently, a meeting in Barbados recognized the important role of the Government in ensuring that interconnection is used as a tool to promote competition:

Regulators play a critical role in overseeing interconnection. In most cases, they must review relevant economic principles regarding interconnection pricing, analyse and propose interconnection costing approaches, develop common cost models to be utilised by all operators, and develop interconnection guidelines and regulations. To facilitate competition, regulators must ensure that the interconnection framework is clearly defined and that interconnection charges between networks are based on objective, economically sound, and solidly substantiated costs¹.

Much has changed since the original Reference Interconnection Agreement was drafted over five years ago. The current review of the RIO provides a perfect opportunity to review termination rates that are no longer related to costs, and to include new services that did not exist when the original RIO was drafted. "RIO 2.0" needs to reflect these changes and provide a path for the expansion of competition in the future. With this goal in mind, TeleBarbados recommends the following:

- I. RIO 2.0 should contain specific language implementing Two-Stage Dialing. It should clarify that both calling card services and dial-up internet services are explicitly supported under the Two-Stage Dialing arrangement.
- II. RIO 2.0 should implement Indirect Access for interconnecting service providers.
- III. RIO 2.0 should recognize the substantial reductions in telecom equipment costs and asset depreciation that have occurred since the RIO was originally implemented. The current proposal contains only a small reduction in a single rate element applicable to mobile termination. In contrast, access pricing regimes in the U.S., Britain and other nations required rate reductions as often as twice per year². (For example, the

¹ Draft ICT Policy Framework, ITU, HIPCAR meeting in Barbados, March 5-6, 2009.

² The price-cap regime governing access charges in the U.S. required



FCC's X-Factor price-cap reductions) has not lowered interconnection rates since the regime was implemented five years ago--nor has it offered any explanation of its cost structure that would support a continuation of these rates.

- IV. LIME's proposed language changes relative to termination of international calls is both confusing and unnecessary. There is now, in fact, real competition international services terminating in Barbados. It is unclear what LIME is trying to accomplish with its proposed language change, other than provide it more latitude to meddle in the contractual relationships of competitors.
- V. In the future, recommended changes to the RIO and other interconnection documents should be made as "redline" changes to the original. Competing carriers should not have to sift through several hundreds of pages of documents searching for what changes LIME may have made. Exchanging "redlined" drafts is standard practice between any parties that are attempting to negotiate an agreement in good faith. LIME should be made to adhere to this same standard.

I. RIO 2.0 Should Fully Implement Two-Stage Dialing

In November 2007, the Government promulgated the "Barbados Two Stage Dialing Policy." Under this policy, licensed carriers like TeleBarbados are to be allowed to setup "Platforms" that act as gateways to provide services such as calling cards and dialup internet. In addition to providing access to additional telecom services, the Platforms may also provide other information such as theatre show times, weather forecasts, or cricket scores.

To implement the Government's Two-Stage Dialing Policy, the RIO should be modified to explicitly allow licensed Carriers to connect their Platforms via Joining Services, and require that end users be allowed to dial them using standard local phone numbers, using their existing local telephone service.

In addition, the definition of a "Call" should be modified so that it explicitly includes fax, dial-up internet connections, and other forms of data transmission over standard voice circuits. TeleBarbados has attached proposed changes to the "Definitions" and "Service Description" sections of the proposed RIO which incorporate these modifications.

II. RIO 2.0 Should Incorporate Indirect Access

In November 2007, the Government also released its policy on Equal Access and Indirect Access. While Equal Access may require additional software and procedural changes by LIME and the Government, the only impediment to Indirect Access appears to be that it has not been formally incorporated in any Interconnection Agreement and LIME has not enabled it on their switches. TeleBarbados has incorporated changes to the proposed



RIO Service Definitions and Service Descriptions that incorporate Indirect Access. NorTel, LIME's switch vendor, has offered support for Indirect Access as a standard component of its software for over a decade. Indeed, in the United States millions of customers have availed themselves of this competitive option since the 1980s. Thus, the incremental costs to LIME of deploying this service are *de minimis*.

LIME should be compensated for Indirect Access Service at a rate that reflects the forward-looking incremental cost of transporting calls from end user subscribers to the Point of Interconnection. LIME is now more profitable recovering the costs of local loop plant, switching, etc. in its existing rate structure. TeleBarbados therefore believes that LIME should be compensated at a rate of BB\$0.003 per minute--roughly the same rate charged for transit after TeleBarbados proposed interconnection rate reductions (see below) are implemented. This rate should be subject to ongoing reductions as are discussed below.

III. RIO 2.0 Should Offer Reduced Rates for Interconnection

The current RIO was created nearly six years ago. During this time the price of telecommunications equipment and telecommunications services have decreased significantly. Moreover, the original interconnection rates embedded in the RIO were apparently established based on looking at historical fully distributed costs. While the Commission recognized that the "FDC Historical Cost approach should be applied only for a limited time frame of three (3) months," the rates offered to all interconnecting carriers subsequently have been those same rates established in 2003. Regulators in other countries have recognized that:

- (a) Forward looking incremental costs are the appropriate basis upon which to establish interconnection rates;
- (b) Equipment cost reductions, depreciation, and productivity improvements should cause rates to be periodically decreased. (E.g., when regulating access prices in the United States, the Federal Communications Commission capped access prices and then reduced the caps twice per year. Interconnection prices were established based on incremental cost studies, resulting in rates of less than 1 cent per minute initially. Current interconnection rates are about US\$0.0007 per minute)

LIME has openly discussed strategic initiatives including leasing, dropping underperforming business units such as Cable & Wireless Information Systems and outsourcing of structured cabling as mechanisms to improve efficiency and lower cost.

The "Business Monday" of February 23rd, 2009, quoted LIME executive Joanne Haynes as stating that the advantage of outsourcing for LIME is that it results in cost savings,



such as reduced overheads, of which staffing is a major aspect. LIME's ability to sustain reductions in costs, increase efficiency, productivity and net income, has also been cited by research published by the University of the West Indies (UWI) at Cave Hill.

This is supported in Table 1. below, published in a paper entitled "Price Cap Regulation of Telecoms in Barbados" in the Journal of Eastern Caribbean Studies (Vol. 32, No. 3, September 2007) by the Sir Arthur Lewis Institute of Social and Economic Studies (SALISES).

Table 1: Profitability of Regulated Company

Indicator	1999	2000	2003	2004	2005	2006	2007
ROE (%)	34.2	32.7	-19.7	-13.2	42.2	42.6	44.3
ROA (%)	12.5	13.2	-9.7	-6.5	20.9	23.9	25.9
International Assets (%)	24.2	21.4	27.2	38.1	29.3	26.5	27.8
Domestic (% Assets)	28.9	31.2	55.1	71.0	63.3	57.3	51.1
Mobile	n.a.	n.a.	n.a.	n.a.	17.1*	18.9*	19.0*
Broadband	n.a.	n.a.	n.a.	n.a.	1.9*	3.4*	3.5*
Domestic Voice Information Assets (%)	n.a.	n.a.	n.a.	n.a.	44.3*	35*	35.2*
Assets	3.0	3.3	2.2	1.8	1.2	0.5	2.0
<i>memo</i>							
Assets (\$Mil)	297.0	309.9	429.0	336.4	393.1	421.5	443.8
Equity (\$Mil)	108.4	124.6	211.3	164.9	194.1	236.4	259.1
Net Income (\$Mil)	37.1	40.8	-41.6	-21.8	82.0	100.7	114.8

Source: Cable and Wireless' Reports and Hope and Moore (2007)

These achievements demonstrate that LIME has benefited financially from the amortisation and depreciation of legacy equipment, halting the deployment of land-based capital and improving the efficiency of operations by cutting staff.

Despite these apparently large reductions in cost, and a rate structure that is now nearly six year old, the draft consolidated RIO finds no price reductions for land-based interconnection, and only token reduction for wireless interconnection.

As Barbados interconnection rates are now five years old and were initially based on relatively high historical fully distributed cost, TeleBarbados believes that all rate elements should initially be reduced by 50%, with subsequent automatic decreases of 5% to 10% annually to account for ongoing productivity improvements and equipment cost decreases.



IV. LIME's Proposed Changes to International Termination Should Be Rejected

For reasons unknown, LIME has decided to change Service Description language of Incoming International Call Termination to PSTN Service. The current language reads:

3.2.2. The Service Taker shall be under no obligation to convey Calls pursuant to this Service Description from a Third Party International Telecom Provider with whom the Service Taker does not have a correspondent relationship in place for termination to PSTN Subscribers. For the avoidance of doubt this does not preclude calls being conveyed through another correspondent relationship which may specifically allow the conveyance of calls from that Third Party International Telecom Provider.

The proposed language reads as follows:

3.2.2. The Service Taker will not convey Incoming International PSTN Termination Calls pursuant to this Service Description addressed from number ranges within countries with whom the Service Taker does not have a correspondent relationship.

There are several problems with the new language proposed:

1. LIME provides no rationale regarding why the language needs to be changed.
2. The language appears to require that the Service Taker have a correspondent with a country. Correspondent relationships exist between telecommunications providers.
3. There is no reason to prohibit termination of any international calls over this arrangement regardless of the relationship of the Service Taker with other telecom carriers. As long as calls originate outside of Barbados, and the Service Taker is willing to pay the tariffed rates for PSTN termination, then the Service Taker's traffic should be terminated by the Service Provider.

The proposed change in language should therefore be rejected.

V. All Proposed Changes Should Be Explained and Offered in Redline Format

We have spent considerable unnecessary effort attempting to determine exactly what changes LIME has made in current RIO to arrive at their new proposed RIO document. The Government has done a good job of offering its policies in both Microsoft Word and .pdf formats on its website. LIME should be required act similarly, by providing all RIO documents in Microsoft Word format, and making any proposed language changes as



“redlines” to the original highlighting any and all changes made. It should also provide an explanation for the changes offered.

This is not an unreasonable request. Good faith negotiations between commercial companies around the world are undertaken every day using redlines as the basis to establish where differences of opinion, and efficient reach resolution.

In addition to the time that is wasted in attempting to compare unmarked versions of documents, TeleBarbados is concerned that, absent a redlining requirement, small changes (e.g. changing “is” to “is not”) may go undetected during discussions and negotiations. We therefore request that we be given additional time to review the proposed RIO in this new redlined format to ensure that no such “small” alternations have been made.

We have taken the liberty to convert the RIO to a Microsoft Word document and have redlined the various changes we deem necessary to the Definitions and Service Description sections.

Conclusion

The Government has made great strides in implementing its telecom liberalization policy. RIO 2.0 is an opportunity to implement several important policies that the Government has already approved. It is an opportunity that should not be missed.

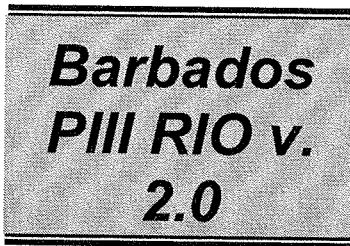
Sincerely,

TELE (BARBADOS) INC.

A handwritten signature in black ink, appearing to read 'Patrick Hinkson', written in a cursive style.

Patrick Hinkson
VICE PRESIDENT

Definitions



Barbados PHH RIO v. 2.0 Definitions – Schedule 1

Carrier Licence	A licence issued by the Minister to a Carrier in accordance with Part IV of the Act
Carrier System	A point to point transmission facility operating at 155 Mbit/s whose sole purpose is to provide T1, 1.544Mbit/s, Network Links between a Service Supplier Circuit Termination Unit and a Service Taker Circuit Termination Unit. It incorporates the multiplexing and de-multiplexing of T1 bearer services
Carrier System Fault	Has the meaning given to it in Paragraph 2.5.1.2 of the Joint Working Manual
CCS	The unit of telecommunications traffic measurement, amounting to one hundred
CCS	The unit of telecommunications traffic measurement, amounting to one hundred call seconds
CDRs	Call Data Records
CLI (Calling Line Identification)	Charges The amounts specified in the Tariff Schedule and described in the Service
	Descriptions which are payable pursuant to Clause 9
CIC	"Carrier Identification Code," a unique number identifying a specific telecommunications service provider administered by the North American Numbering Plan Administration ("NANPA")
Confidential Information	Circuit Termination A technical unit at which the Optical In-Span Joining Service is terminated and which has the technical specifications set out in the Joint Working Manual
Unit or CTU	
Claim	Has the meaning given to in Clause 26.6
	The SS7 out of band signalling parameter which automatically transmits the directory number associated with the Subscriber Connection from which a Call is generated, to the called customer
Commission	The Fair Trading Commission established under the Fair Trading Commission Act
	Any information, in whatever form, which: (i) in the case of written or electronic information is clearly designated as confidential and which in the case of information disclosed orally is identified at the time of disclosure as being confidential or (ii) is by its nature confidential (including but not limited to all information (excluding CLI), know-how, ideas, concepts, technology, manufacturing processes, industrial processes, billing information, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business, of either Party within Barbados) and including such Confidential Information already disclosed by either Party to the other prior to the date of this Agreement, but excluding any information:
	(a) Which is or becomes part of the public domain (other than through any breach of this Agreement or any obligation of confidence); or
	(b) Rightfully received by one Party from a third person without a duty of confidentiality being owed by the other Party to the third person, except where the other Party knows or ought reasonably to know that the third person has obtained that information either directly or indirectly as a result of a breach of a duty of confidence owed to the first mentioned Party; or
	(c) Which has been independently developed by another Party; or
	(d) Which is in the possession of or is known by the Receiving Party prior to its receipt from the Disclosing Party;
	(e) Which is disclosed to satisfy a legal demand by a court of competent jurisdiction or by a government agency, provided
	∞ the Disclosing Party requests to the court or the government agency that it keep such information confidential; and

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Barbados PIII RIO v. 2.0 Definitions – Schedule 1

	Joint Working Manual
Fault Control Manager	A person with the responsibilities outlined in Paragraph 2.2.1.1 of the Joint Working Manual
Fault Log Number	A log number given to a Fault in accordance with Paragraph 2.5.2.2 of the Joint Working Manual
Fault Owner	The Party who is responsible for clearing a Fault
Fault Receiving Party	The Party who is in receipt of a Fault report
Fault Reporting Party	The Party who has reported a Fault
Fault Restoration Times	The times for restoration of a service as more particularly described in the Joint Working Manual and Parameter Schedule
Final Forecast	A Forecast accepted and signed off by both parties
Final Test Report	The log of interconnection tests produced in accordance with Chapter 4 of the Joint Working Manual
First Live Traffic	The third phase of interconnect testing as more particularly described in Chapter 4 of the Joint Working Manual
Fixed to Mobile Call	A Call from the PSTN to a PLMN in Barbados
Force Majeure	Any circumstances outside the reasonable control of a Party, including (without limitation), officially declared national disasters, insurrection or civil disorder, war or military operations, national or local emergency, currency fluctuations, acts or omissions of government, act of God, fire, earthquake, hurricane, flood, lightning or explosion, outbreak of pestilence or epidemics, government rationing of electricity and embargos or trade restrictions
Forecast	A quantitative prediction made by the Service Taker for the Services required from the Service Supplier over an agreed period in accordance with the provisions of the Joint Working Manual
Forecasting Meetings	The meetings more particularly described in Paragraph 2.2.2.3 of the Joint Working Manual
Imperfections	Faults identified in testing which are more particularly described in Paragraph 4.8.1.6 of the Joint Working Manual
Inadmissible Fault	A fault identified in testing which is more particularly described in Paragraph 4.8.1.3 of the Joint Working Manual
Incoming	The Service of that name more particularly described in the Service Descriptions.
International Call	
Termination to PLMN Service	
Individual Location Tests	Incoming
Intellectual Property Rights (IPR)	The charges levied on a Third Party International Telecom Provider for the conveyance of Calls to valid number ranges associated with the Service Supplier PLMN Subscriber Connections, provided that if this charge is lower than charges levied on a Third Party International Telecom Provider by the Service Taker for the conveyance of calls to valid number ranges associated with the Service Taker's own PLMN Subscriber Connections, the charges for conveyance of Calls to valid number ranges associated with the Service Supplier PLMN Subscriber Connections shall be deemed

Barbados PIII RIO v. 2.0 Definitions – Schedule 1

Interconnect Specific Charge	Charges that represent overhead recurring costs of interconnection, except for depreciation charges which have been deferred
Interconnect Switch Location (ISL)	A switch location which is part of a Party's System and which is specified in the Service Schedule as a location at which interconnection is offered and provided
Internally Detected Faults	Faults that a Party detects within its own network
International Conveyance Assumption	A nominal figure negotiated by the Parties for use in the determination of the Incoming International to Mobile Termination Charge. The International Conveyance Assumption is to be used only to determine the appropriate Incoming International to Mobile Termination Charge, and is not a valid figure to be used for any other purpose.
International Directory Database	The database that is used to provide the International Directory Enquiries service
International DQ Call Centre	The Call Centre that is responsible for providing the International Directory Enquiries service
International DQ Operator	An operator working in the International DQ Call Centre
International DQ Service	The service of that name more particularly described in the Service Descriptions
IP Indemnified Party	Has the meaning given to it in Clause 20.2
IP Indemnifying Party	Has the meaning given to it in Clause 20.2
IP Owner	Has the meaning given to it in Clause 20.3
Joining Service	Optical In -span Joining Service
Joint Box	A lockable box located between the Service Supplier and Service Taker's respective Interconnect Switch Location, the specifications for which are set out in the Joint Working Manual
Joint Working Manual	The name given to the document at Schedule 5 of this Agreement
Liaison Manager	The representative with the role set out in Paragraph 2.2.1.1 of the Joint Working Manual
Maintenance Party	Has the meaning given to it in Paragraph 2.6.1.2 of the Joint Working Manual
Major Link Failure	Has the meaning given to it in Paragraph 2.5.1.3 of the Joint Working Manual
Major Route Failure	Has the meaning given to it in Paragraph 2.5.1.3 of the Joint Working Manual
Messages	3.1Khz speech and the associated CCSS7 protocol used to convey the call setup, clear-down and supplementary service information for such messages together with SMS Messages and Roaming Messages. <u>3.1Khz speech includes the</u>

Barbados PIII RIO v. 2.0 Definitions – Schedule 1

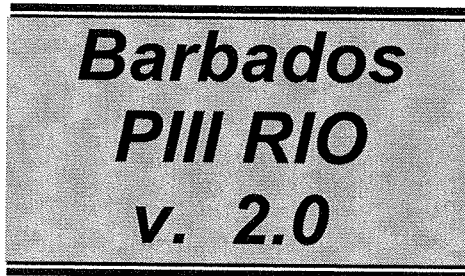
Operator Service	A service that includes input from an operator in a Call Centre
Optical Fibre	A high capacity transmission medium used for telecommunications transmission
Optical In-span Joining Service	The service of that name more particularly described in the Service Descriptions
Order	A request for the provision of services pursuant to this Agreement and in the format set out in the Joint Working Manual
Order Plan	A plan detailing the ordered services for a period of a Quarter, agreed and signed by both Parties in accordance with the Joint Working Manual
Order Planning Meetings	The meetings more particularly described in Paragraph 2.2.2.4 of the Joint Working Manual
Other Affected Party	Has the meaning given to it in Paragraph 2.5.2.5 of the Joint Working Manual
Overall Test Manager	The representative with the responsibilities outlined in Paragraph 4.9.1.3 of the Joint Working Manual
Parameter Schedule	The name given to the document in Schedule 4 of this Agreement
Party	Either the Telco or C&W in this Agreement, according to context
Penalty Charger	Has the meaning given to it in Paragraph 2.3.7.1 of the Joint Working Manual
Penalty Payer	Has the meaning given to it in Paragraph 2.3.7.1 of the Joint Working Manual
Performance Reports	The reports submitted on a monthly basis more particularly described in section 2.2.4 of the Joint Working Manual
Planned Maintenance	Maintenance falling within the description in Paragraph 2.6.1.1 of the Joint Working Manual
Planning Manager	A representative with the responsibilities outlined in Paragraph 2.2.1.1 of the Joint Working Manual
Platform	An automated device operated by a licensed Carrier capable of accepting local Calls for purposes of providing additional services to the Subscriber initiating a Call.
PLMN	Public Land Mobile Network
PLMN Subscriber Connection	The point connected to the PLMN where a telecommunications service is made available to a Subscriber
PLMN to PLMN Terminating Access Service	The Service of that name as more particularly described in the Service Descriptions
Point of Connection	A physical point between the Systems of the Parties to this Agreement at which the provision of and responsibility for a Service starts or ends
Point of Handover	A physical point between the System of one of the Parties to this Agreement and the System of a Third Party Telecom Provider at which the provision of and responsibility for a Service starts or ends
Project Manager	A representative with the responsibilities outlined in Paragraph 2.2.1.1 of the Joint Working Manual
Propagation Delay	Has the meaning given to it in Paragraph 1.6.7.1 of the Joint Working Manual

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Barbados PIII RIO v. 2.0 Definitions – Schedule 1

Licence	A licence issued to a Service Provider by the Minister in accordance with Part IV of the Act
Service Quality Manager	A representative with the responsibilities outlined in Paragraph 2.2.1.1 of the Joint Working Manual
Service Schedule	The name given to the document in Schedule 3
Service Supplier	The Party who provides a Service as specified on a service by service basis in the Service Schedule
Service Switching Point	A CCSS7 signalling facility in the Service Supplier/Service Taker System
Service Taker	The Party who requests a Service as specified on a service by service basis in the Service Schedule
Severely Errored	Has the meaning given to it in Paragraph 1.4.1.4 of the Joint Working Manual
Third Party International Telecom Provider	Short Message Service Up to 150 alphanumeric characters that can be sent/received from suitably equipped mobile phones on a suitably configured mobile network (SMS) Message
Third Party Mobile Telecom Provider	Signalling Links A 64 kbit/s transmission path provided exclusively for the exchange of signalling messages between Service Switching Points of the Service Taker and the Service Supplier as more particularly described in the Joint Working Manual
Third Party National Telecom Provider	SNC-P Sub-Network Connection Protection conforming to G.841
Third Party Telecom Provider	
Spectrum Licence	A licence to use spectrum issued by the Minister in accordance with Part IX of the Act.
Subscriber	An end user with whom one of the Parties to this Agreement or a Third Party Telecom Provider has entered into an agreement for the provision of publicly available telecommunication services
Subscriber Connection	The point at which a Subscriber connects to the PSTN or a PLMN as the case may be
Switch	A facility which performs the function or is capable of performing the function of switching and routing Messages between two or more points
System	Telecommunications apparatus, including but not limited to switches, routers and network links
Tariff Schedule	The name given to the document in Schedule 6 of this Agreement
Tariff Schedule	The name given to the document in Schedule 6 of this Agreement
Telco System	The telecommunications System established and operated by the Telco pursuant to its Carrier Licence
Telecommunications Apparatus	Has the meaning ascribed to it in the Act
Termination Services	The services more particularly described in Part 2 of the Service Descriptions
Test Control Board	Has the meaning given to in chapter 4 of the Joint Working Manual
Test Guidelines	Has the meaning given to in chapter 4 of the Joint Working Manual

Service Descriptions



PART 1. JOINING SERVICES

1. Optical In-Span Joining Service

1.1. Description

- 1.1.1. The Optical In-Span Joining Service will be provided by the Service Supplier and the Service Taker in accordance with the terms and conditions of this Agreement.
- 1.1.2. The Service will comprise a single Optical Fibre cable run from a Telco ISL to the C&W ISL.
- 1.1.3. A Carrier System comprises a Service Taker CTU, the matching Service Supplier CTU for the relevant route, and the point-to-point Optical Fibre.
- 1.1.4. The Service Supplier of the Optical In-Span Joining Service can be either C&W or the Telco. The Service Supplier will be responsible for providing the Joint Box.
- 1.1.5. The Carrier System more particularly described in the Joint Working Manual will provide T1, 1.544 Mbit/s, Network Links for Services contained within the Service Schedule in accordance with the configuration described in Paragraph 1.4 of this Service Description.

1.2. Responsibilities

- 1.2.1. Without prejudice to the rights and obligations described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2. In accordance with Clause 6.1, the Service Supplier will be responsible for planning, providing, operating and maintaining the Optical In-Span Joining Service from its ISL up to and including the Joint Box, and the Joint Box shall be the Point of Connection for the purposes of this Agreement. The Service Taker will be responsible for pulling the Optical Fibres from the Joint Box to the Service Taker CTU in the Service Taker ISL. Service Taker is responsible for connecting the Optical Fibres to the Service Taker CTU, and connecting the latter to the Service Taker System. The Joint Box will comply with the specification referred to in the technical specifications of the Joint Working Manual.
- 1.2.3. In accordance with Clause 16, Service Taker will ensure that all equipment connected to the Service Taker CTU meets the safety standards and other equipment approval requirements set out in the Joint Working Manual.
- 1.2.4. The CTUs shall conform to the standards set out in and other applicable provisions of the Joint Working Manual.
- 1.2.5. Notwithstanding Paragraph 1.2.2 of this Service Description, the Service
PART I: Supplier will be responsible for monitoring the quality of service and
JOINING providing management information about the Optical In-Span Joining Service from the

Carrier System equals the Carrier System capacity.

1.5. Charges

- 1.5.1. The tariffs for the aggregate Charges for the initial implementation of the Optical In-Span Joining Service, together with amendments to it from time to time, are specified in the Tariff Schedule. The Party requesting interconnection shall be responsible for paying these Charges.
- 1.5.2. The Charges for the Optical In-Span Joining Service are payable pursuant to Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable One-off and Monthly Recurring Charges.
- 1.5.3. One-off Charges may include applicable installation and testing charges for Services in connection with the implementation of an Order Plan from time to time.
- 1.5.4. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 1.5.5. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by either Party as a result of inaccurate forecasts and delays to provisioning and testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual.

1.6. Billing

- 1.6.1. In accordance with Clause 11.4, the billing arrangements set out below will apply to the Optical In-Span Joining Service.
- 1.6.2. C&W shall be entitled to invoice the Telco for the Charges specified in the Tariff Schedule for the Optical In-Span Joining Service. C&W shall be entitled to invoice the Telco for monthly recurring charges following the expiration of each Billing Period.
- 1.6.3. C&W shall be entitled to invoice the Telco for One-off Charges for installation and testing of any Termination Service, Special Access Services, or Transit Service.

-- End of Service Description --

PART I:
JOINING Optical In-Span Joining Service

managing and providing management information about the PSTN Terminating Access Service from the Point of Connection to the Service Supplier PSTN Subscriber Connection, in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PSTN Terminating Access Service from the Service Taker Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.

1.2.4. Service Taker will be responsible for forecasting usage of the PSTN Terminating Access Service in accordance with the Joint Working Manual.

1.2.5. Service Taker will be responsible for validating the called number according to the National Numbering Plan and the valid number ranges associated with the PSTN Subscriber Connections in the Service Schedule. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not part of the applicable Service Supplier Numbering Ranges.

1.2.6. Service Taker will be responsible for managing any services provided by Service Taker to Service Taker Subscriber Connections that use the PSTN Terminating Access Service.

1.3. Quality of service

1.3.1. In accordance with Clause 15, Service Supplier will provide the PSTN Terminating Access Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.

1.3.2. Quality of Service levels and Fault Restoration Times for the PSTN Terminating Access Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

1.4. Configuration

1.4.1. The PSTN Terminating Access Service will be available at the C&W ISL and Telco ISL specified in the Service Schedule.

1.4.2. Service Taker will deliver traffic in Trunk Groups at the Point of Connection where the PSTN Terminating Access Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

1.5. Charges

1.5.1. The tariffs for Charges for the PSTN Terminating Access Service are specified in the Tariff Schedule.

1.5.2. The charges for the PSTN Terminating Access Service are payable in

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2. PLMN to PLMN Terminating Access Service

2.1. Description

- 2.1.1. The PLMN to PLMN Terminating Access Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement
- 2.1.2. The PLMN to PLMN Terminating Access Service will provide conveyance of Calls from Service Taker PLMN Subscriber Connections conveyed pursuant to the PSTN Transit Service from the Point of Connection defined by the Joining Service to Service Supplier PLMN Subscriber Connections in Barbados, via the Service Supplier PLMN. Calls conveyed pursuant to this Service, must be addressed to valid number ranges associated with Service Supplier PLMN Subscriber Connections in Barbados. Calls originating outside of Barbados are not conveyed pursuant to this Service Description.
- 2.1.3. The valid number ranges associated with the Service Supplier PLMN Subscriber Connections are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 2.1.4. The PLMN to PLMN Terminating Access Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the relevant Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 2.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual

2.2. Service Specific Responsibilities

- 2.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2.1 of this Service Description.
- 2.2.2. Service Supplier will be responsible for the metering and billing necessary to charge the Service Taker for all Calls passed by the Service Taker to the Service Supplier PLMN using the PLMN to PLMN Terminating Access Service in accordance with the Joint Working Manual.
- 2.2.3. The Service Supplier will be responsible for monitoring service quality, managing and providing management information about the PLMN to PLMN Terminating Access Service from the Point of Connection to the Service Supplier PLMN Subscriber Connection and the Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PLMN to PLMN Terminating Access Service from the Service Taker PLMN Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Taker's or Service Supplier's management systems will not be provided.

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- 2.2.4. The Service Taker will be responsible for forecasting usage of the PLMN to PLMN Terminating Access Service in accordance with the Joint Working Manual.
- 2.2.5. Service Taker will be responsible for validating the called number according to the National Numbering Plan and the valid number ranges associated with the Service Taker PLMN Subscriber Connections in the Service Schedule. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not part of the applicable Service Supplier Numbering Ranges.
- 2.2.6. The Service Taker will be responsible for managing any end-to-end Services provided by the Service Taker to its Subscriber Connections that use the PLMN to PLMN Terminating Access Service.

2.3. Quality of service

- 2.3.1. In accordance with Clause 15, Service Supplier will provide the PLMN to PLMN Terminating Access Service 24 hours/day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 2.3.2. Quality of Service levels and Fault Restoration Times for the PLMN to PLMN Terminating Access Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. The Service Supplier and the Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

2.4. Configuration

- 2.4.1. The PLMN to PLMN Terminating Access Service will be available at the Service Supplier ISL specified in the Service Schedule.
- 2.4.2. The Service Taker will deliver traffic in Trunk Groups at the Point of Connection where the PLMN to PLMN Terminating Access Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

2.5. Charges

- 2.5.1. The tariffs for the charges for the PLMN to PLMN Terminating Access Service will be specified in the Tariff Schedule.
- 2.5.2. The Charges for the PLMN to PLMN Terminating Access Service will be payable by the Service Taker in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.

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2.5.3. Usage Charges include:

- ∞ Transit Charges pursuant to the PSTN Transit Service, where applicable, which shall include:
 - ∞ Call Setup Charges
 - ∞ Interconnect Specific Charges, depending on duration; and
 - ∞ Call Duration Charges depending on duration.²
- ∞ Payment of the Mobile Termination Part to the mobile provider based on duration.

2.5.4. For each answered Call, the Call Setup Charge will be applicable when Call Start occurs. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier and the number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.

2.5.5. If the provision of Signalling Links is consistent with the dimensioning rule specified in Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.

2.5.6. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by the Service Taker as a result of inaccurate forecasts of the PLMN to PLMN Terminating Access Service and for delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums payable pursuant to Clause 8.2.

- End of Service Description -

²
Section 35(1) of the Act states that “The Commission shall prescribe a charge to be known as “an access deficit charge” to be paid by all carriers and service providers interconnecting to the service.” Any such charge will be included in the Usage Charges for this Service at such time as it is prescribed.

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- 3.2.2. The Service Taker will not convey Incoming International PSTN Termination Calls pursuant to this Service Description addressed from number ranges within countries with whom the Service Taker does not have a correspondent relationship.
- 3.2.3. Nothing in this arrangement shall be interpreted as requiring the Service Taker to enter into, or continue any relationship with an international carrier in relation to the delivery of Incoming International PSTN Termination Calls, provided that the Service Taker acts in a non-discriminatory manner to the Service Supplier in respect to the delivery of such Calls.
- 3.2.4. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Service Supplier using the Incoming International Call Termination to PSTN Service in accordance with the Joint Working Manual. The Service Supplier shall be responsible for conveying Incoming International PSTN Termination Calls from the Point of Connection defined by the Joining Service to the applicable Service Supplier PSTN Subscriber Connections.
- 3.2.5. The Service Supplier agrees that the Service Taker shall not be required to pay the Service Supplier for termination of Incoming International PSTN Termination Calls where international settlement payments in respect of those calls have not been received from the international carrier, where payments have been reversed by the international carrier, or where carriage of the traffic would jeopardize or be inconsistent with the Service Taker's obligations to an international carrier on a Carrier Route. The Service Taker may choose not to pass Incoming International PSTN Termination Calls on a Carrier Route where international settlement payments in respect of traffic on that Carrier Route are such that conveyance of such Calls would result in a loss to the Service Taker. If the Service Taker chooses not to pass traffic pursuant to this paragraph, it shall notify the Service Supplier and the parties will work together in good faith to address the issue, including, if necessary, to agree new rates which do not result in a loss.
- 3.2.6. Subject to the provisions of Paragraph 3.2.7 below, the Service Taker may also choose not to pass Incoming International PSTN Termination Calls on a Carrier Route in the following situations:
- (i) where the volume of such traffic materially exceeds that which could be reasonably expected;
 - (ii) where such traffic impedes the transmission of other calls; or
 - (iii) where such traffic is otherwise harmful to the integrity of the Service Taker's network, or it otherwise fraudulent.

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that are not part of the applicable number ranges associated with Service Supplier PSTN Subscriber Connections (b) that are not Incoming International PSTN Termination Calls or (c) that do not meet with technical requirements set out in the Joint Working Manual.

3.2.13. The Service Taker shall not insert and shall not permit a third party to insert a CLI into a Call, which originated outside the Service Supplier's territory.

3.2.14. Calling Line Identity for network and presentation purposes shall, where available, be made available by Service Taker to Service Supplier for all Incoming International PSTN Termination Calls presented for delivery via the Service Supplier System.

3.3. Quality of service

3.3.1. In accordance with Clause 15 of the Legal Framework, Service Supplier will provide the Incoming International Call Termination to PSTN Service to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule. Service Taker is responsible for QOS on the part of its own network that is utilised for the call.

3.3.2. Quality of Service levels and Fault Restoration Times for the Incoming International Call Termination to PSTN Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual. The Service Supplier is not responsible for the quality of service of services (including the origination of the Call) which are provided by a Third Party International Telecom Provider, in relation to the relevant Call conveyed pursuant to this Service Description.

3.4. Configuration

3.4.1. The Incoming International Call Termination to PSTN Service will be available at the Service Supplier ISL(s) specified in the Service Schedule.

3.4.2. Service Taker will deliver traffic in a dedicated Trunk Group at each Point of Connection where the Incoming International Call Termination to PSTN Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

3.5. Charges

3.5.1. The Charges set out in the Tariff Schedule for the Incoming International Call Termination to PSTN Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework and are in addition to

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any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.

3.5.2. Usage Charges include :

- ∞ Call Set-up Charges;
- ∞ Interconnect Specific Charges depending on duration; and
- ∞ Call Duration Charges depending on distance and duration.³

3.5.3. For each Answered Call, the Call Set-up Charge will be applicable when Call Start occurs.

3.5.4. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier. The number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.

3.5.5. The start and end times of the peak, off-peak and weekend periods are defined in the Tariff Schedule. Answered Calls passing the peak / off-peak / weekend borders will be calculated according to the corresponding tariffs by splitting the duration into the relevant periods.

3.5.6. For the avoidance of doubt, the Tariffs Schedule does not include any sums payable pursuant to Clause 8.2 of the Legal Framework.

3.5.7. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual the tariffs will include all charges for the handling of signalling messages required based on the specifications of this Service.

-- End of Service Description --

³ Section 35(1) of the Act states that “The Commission shall prescribe a charge to be known as “an access deficit charge” to be paid by all carriers and service providers interconnecting to the service.” Any such charge will be included in the Usage Charges for this Service at such time as it is prescribed.

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- 4.2.3. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the Incoming International Call Termination to PLMN Service, from the Point of Connection to the Service Supplier's PLMN Subscriber Connections. The Service Taker will be responsible for monitoring the service quality, managing and providing management information about the Incoming International Call Termination to PLMN Service from the Point of Handover to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's and Service Taker's management systems will not be provided.
- 4.2.4. Service Supplier will be responsible for forecasting usage of the Incoming International Call Termination to PLMN Service in accordance with the Joint Working Manual. For the Purposes of this Service Description, in Section 2.3 (Forecasting Ordering and Provisioning) of the Joint Working Manual the phrase "Service Supplier" shall be substituted for "Service Taker" and the phrase "Service Taker" shall be substituted for "Service Supplier".
- 4.2.5. Service Taker will be responsible for validating the called number in accordance with the national Numbering Plan and the valid number ranges associated with Service Supplier' PLMN Subscriber Connections in the Service Schedules. In accordance with Clause 8.2, Service Taker will be under no obligation to convey, and Service Supplier will be under no obligation to Terminate, Calls pursuant to this Service Description: (a) that are not part of the applicable Service Supplier numbering ranges associated with the Service Supplier's PLMN Subscriber Connections; (b) that do not originate on the System of a Third Party International Telecom Provider; and (c) that do not meet the technical requirements set out in the Joint Working Manual.
- 4.2.6. The Service Taker shall not insert and shall not permit a third party to insert a CLI into a Call that originated outside of Barbados which indicates that the call originated inside Barbados. The Service Taker shall not insert and shall not permit a third party to insert a CLI into a Call which originated inside Barbados which would make the Call appear as if the Call originated outside of Barbados.
- 4.2.7. Calling Line Identity for network and presentation purposes shall, where available, be made available by Service Taker to Service Supplier for all Calls presented for delivery to the Service Supplier System pursuant to this Service Description.
- 4.2.8. Subject to the provisions of Paragraph 4.2.9 and 4.2.10 below and provided that the Service Taker does not discriminate between the Service Supplier and its own PLMN Subscribers (for the avoidance of doubt, it shall not be discriminatory for the Service Taker to refuse to convey Calls to the Service Supplier in the circumstances covered in this paragraph, while still conveying Calls to its PLMN Subscribers, provided that the same circumstances existing on the Service Supplier's System do not exist on the Service Taker's System), the Service Taker may chose not to convey Calls under this service description: (i) where the volume of Calls materially exceeds that which could be reasonably be expected and where such traffic impedes the transmission of other Calls;

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for termination to PLMN Subscribers.

- 4.2.16. Nothing in this Agreement shall prohibit the Service Supplier from making its own arrangements to receive Calls from Third Party International Telecom Providers. Notwithstanding anything in this Agreement, the Service Supplier may elect not to receive and terminate Calls on its System pursuant to this Service Description at an Incoming International to Mobile Termination Charge which is lower than the Mobile Termination Charge.

4.3. Quality of service

- 4.3.1. In accordance with Clause 15 of the Legal Framework, Service Supplier will provide the Incoming International Call Termination to PLMN Service 24 hours/day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule. Service Taker is responsible for Quality of Service on its System.
- 4.3.2. Quality of Service levels and Fault Restoration Times for the Incoming International Call Termination to PLMN Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual. The Service Taker is not responsible for the service quality of Third Party International Telecom Providers, in relation to the relevant Calls conveyed pursuant to this Service Description prior to the Point of Handover.

4.4. Configuration

- 4.4.1. The Incoming International Call Termination to PLMN Service will be available at the Service Supplier ISL(s) specified in the Service Schedule.
- 4.4.2. Service Taker will deliver traffic in a dedicated Trunk Group at each Point of Connection where the Incoming International Call Termination to PLMN Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

4.5. Charges

- 4.5.1. The tariffs for the charges for Incoming International Call Termination to PLMN Service are specified in the Tariff Schedule.
- 4.5.2. The Charges for the Incoming International Call Termination to PLMN Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework and Paragraph 1.6 below and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges. For the avoidance of doubt, the Tariff Schedule does not include any sums payable pursuant to Clause 8.2 of the Legal Framework.

- 4.5.3. Usage charges include:

∞ Transit Charges, where applicable, which shall include:

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conduct the audit. If the audit shows that the new Weighted Average Incoming International Tariff notified by to the Service Taker to the Service Supplier pursuant to Paragraph 4.6.2 is less than the Weighted Average Incoming International Tariff that existed prior to a notice being issued pursuant to Paragraph 4.6.2 above, the cost of the audit shall be borne by the Service Supplier. If the audit shows that the new Weighted Average Incoming International Tariff notified by to the Service Taker to the Service Supplier pursuant to Paragraph 4.6.2 above is equal to or greater than the Weighted Average Incoming International Tariff that existed prior to a notice being issued pursuant to Paragraph 4.6.2 above the cost of the audit shall be borne by the Service Taker.

- 4.6.4. Subject to Paragraph 4.6.5 below, the new Incoming International to Mobile Termination Charge will be effective from the date notice is given pursuant to Paragraph 4.6.2 above. The new Incoming International to Mobile Termination Charge will be calculated as the new Weighted Average Incoming International Tariff notified by the Service Taker pursuant to Paragraph 4.6.2 above less the current International Conveyance Assumption (the “New Tariff”) and will be applied on a reciprocal basis.
- 4.6.5. In the event that the Weighted Average Incoming International Tariff arrived at by the Auditor appointed pursuant to Paragraph 4.6.3 above (the “Audited Tariff”), differs from the new Weighted Average Incoming International Tariff notified by the Service Taker to the Service Supplier pursuant to Paragraph 4.6.2 above, the new Weighted Average Incoming International Tariff shall be changed to the Audited Tariff, and the Incoming International to Mobile Termination Charge will be adjusted accordingly and applied retrospectively from the date of notification pursuant to Paragraph 4.6.2 above. The Party which is owed an amount as a result of the change in the Incoming International to Mobile Termination Charge as mandated in this paragraph, shall be entitled to issue a separate invoice to the other Party for an amount equal to the difference in the notified and adjusted Incoming to International Mobile Termination Charges for the period in question.
- 4.6.6. The Service Taker may request a review and amendment to the International Conveyance Assumption six (6) months from the date of signing this Agreement and thereafter once every six (6) months. The International Conveyance Assumption shall be amended if the Service Taker can demonstrate on a reasonable commercial basis to the Auditor that its international conveyance costs have increased relative to its previous international cost of conveyance. In such an event a proportional increase will be made to the International Conveyance Assumption to derive a new International Conveyance Assumption. For the avoidance of doubt until such time as a new International Conveyance Assumption is agreed by the parties the then current International Conveyance Assumption will apply. For the purposes of the first review, and any subsequent review, the Service Taker will provide the Auditor with information from the cost model in place at the time of signature of the Agreement. The Auditor will use the international conveyance costs in this model to compare with the increased costs to determine the amount of any increase. The cost of the audit will be borne by the Service Taker. For greater certainty, the Auditor will not assess the “correctness” of the costs, only the percentage amount of the increase.

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5.2.2. The Service Supplier supplier shall act in a non-discriminatory manner to the Service Taker in respect to the delivery of Indirect Access Calls.

5.2.3. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Service Supplier using the Indirect Access Service in accordance with the Joint Working Manual. The Service Supplier shall be responsible for conveying Indirect Access from its Subscribers to Calls from the Point of Connection defined by the Joining Service.

5.2.4. The Service Taker shall be solely responsible for conveying the call from the Point of Connection to its ultimate termination location outside Barbados.

5.2.5. Subject to the requirement that the Service Supplier act in a non-discriminatory manner, not favoring its own traffic over that of the the Service Taker, the Service Supplier may also choose not to convey Indirect Access Calls in the following situations, subject to the additional conditions listed in 5.2.6:

(i) where the volume of such traffic materially exceeds that which could be reasonably expected; and

(ii) where such traffic impedes the transmission of other calls; or

(iii) where such traffic is otherwise harmful to the integrity of the Service Supplier's network, or is otherwise fraudulent.

5.4. Configuration

5.4.1. The Indirect Access Service will be available at the Service Supplier ISL(s) specified in the Service Schedule.

5.4.2. Service Supplier will deliver Indirect Access traffic in a dedicated Trunk Group at each Point of Connection where the Indirect Access Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

5.5. Charges

5.5.1. The Charges set out in the Tariff Schedule for the Indirect Access Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework and are in addition to

PART 3. SPECIAL ACCESS SERVICES

1. Emergency Services Access Service

1.1. Service Description

- 1.1.1. The Emergency Services Access Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 1.1.2. The Emergency Services Access Service will provide conveyance of Calls from Service Taker Subscriber Connections in Barbados addressed to the valid emergency services access numbers from the Point of Connection across the Service Supplier PSTN to the specific Emergency Centre indicated by the called number.
- 1.1.3. The valid numbers for the Emergency Services Access Service are stated in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 1.1.4. The Emergency Services Access Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 1.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.

1.2. Specific Responsibilities

- 1.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2. Service Supplier will be responsible, in accordance with the Joint Working Manual, for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Emergency Centre via the Service Supplier PSTN using the Emergency Services Access Service.
- 1.2.3. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the Emergency Services Access Service from the Point of Connection to the Emergency Centre, in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the service quality, managing and providing management information about the Emergency Services Access Service from the Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's and Service Taker's management systems will not be provided.
- 1.2.4. Service Taker will be responsible for forecasting usage of the Emergency

specified in the Tariff Schedule.

1.5.2. The Charges for the Emergency Services Access Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.

1.5.3. Usage charges

include ∞ Call Setup

Charges,

∞ Interconnect Specific Charges depending on duration, and

∞ Call Duration Charges depending on duration.⁵

1.5.4. For each Answered Call, the Call Setup Charge will be applicable when Call Start occurs.

1.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier.

The number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.

1.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.

1.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by Service Taker as a result of inaccurate forecasting of the Emergency Services Access Service and delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums that may be payable pursuant to Clause 8.2.

End of Service Description -

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PART III: Section 35(1) of the Act states that “The Commission shall prescribe a charge to be known as “an
SPECIAL ACCESS access deficit charge” to be paid by all carriers and service providers interconnecting to the service.” Any such charge will be included in the Usage Charges for this Service at such time as it is prescribed.

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2. National DQ Service

2.1. Service Description

- 2.1.1. The National DQ Service will be provided by Service Supplier to Service Taker, in accordance with the terms and conditions of this Agreement.
- 2.1.2. The National DQ Service will provide conveyance of Calls originating from Service Taker Subscriber Connections in Barbados addressed to the valid national DQ numbers from the Point of Connection to a Service Supplier National DQ Call Centre via the Service Supplier PSTN. The National DQ Service includes the provision of number information by the Service Supplier DQ Call Centre from the Service Supplier National Directory Database.
- 2.1.3. The valid national DQ number is listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 2.1.4. The National DQ Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 2.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual
- 2.1.6. Calls may be handled by an ACD system located at a Service Supplier DQ Call Centre and Calls may be queued. If a queue place is not available, the Service Taker Subscriber Connection will receive busy tone. The Call Greeting is specified in the Parameter Schedule.
- 2.1.7. Two telephone numbers per Call may be requested. The minimum information needed from the Service Taker Subscriber is name and (partial) address.
- 2.1.8. If a listing is found, the applicable telephone number will be read back through an Interactive Voice Response (IVR) system or by the agent. Where more than one listing is found, telephone numbers relating to the primary two listings only will be given out. If the listing that is found is ex-directory, the IVR or agent will state that the requested number is unlisted, or that the requested telephone numbers cannot be disclosed. Where no listings are found, the IVR or agent dialogue will state that the requested number is unlisted or cannot be found.
- 2.1.9. The information available in the Service Supplier National Directory Database will depend on agreements with the Third Party Telecom Providers (and the Service Taker) for inclusion of applicable Subscriber information and Service Supplier is not responsible for any omissions or inaccuracies.

2.2. Specific Responsibilities

- 2.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 2.2 of this Service Description.
- 2.2.2. Service Supplier will be responsible, in accordance with the Joint Working Manual, for the metering and billing to charge Service Taker for all Calls using the National DQ Service passed by Service Taker to the Service Supplier DQ call centre via the Service Supplier PSTN.
- 2.2.3. Service Supplier will be responsible for managing, operating and maintaining the Service Supplier Standard National Directory Database and associated systems.
- 2.2.4. Service Supplier will be responsible for monitoring the quality, managing and providing management information about the National DQ Service from the Point of Connection to the Service Supplier DQ call centre in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the quality, managing and providing management information about the National DQ Service in accordance with the Joint Working Manual. For the avoidance of doubt, no access to the Service Supplier's or Service Taker's management systems will be provided.
- 2.2.5. Service Taker will be responsible for forecasting usage of the National DQ Service in accordance with the Joint Working Manual
- 2.2.6. Service Taker will be responsible for validating the called number against the valid national DQ number. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not addressed to a number listed in the Service Schedule as a valid number for the National DQ Service.
- 2.2.7. Service Taker will be responsible for managing any Services provided by Service Taker to Service Taker Subscribers that use the National DQ Service.

- 2.5.4. For each Answered Call, the Call Setup Charges will be applicable when Call Start occurs.
- 2.5.5. The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier.
The number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.
- 2.5.6. If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages as required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 2.5.7. For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by Service Taker as a result of inaccurate forecasting of the National DQ Service and delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums payable pursuant to Clause 8.2.

End of Service Description –

- 3.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 3.2 of this Service Description.
- 3.2.2. Service Supplier will be responsible, in accordance with the Joint Working Manual, for the metering and billing to charge Service Taker for all Calls using the International DQ Service passed by Service Taker to the Service Supplier International DQ Call Centre via the Service Supplier PSTN.
- 3.2.3. Service Supplier will be responsible for managing, operating and maintaining the Service Supplier International DQ Database, and associated systems.
- 3.2.4. Service Supplier will be responsible for monitoring the quality, managing and providing management information about the International DQ Service from the Point of Connection to the Service Supplier International DQ Call Centre in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the quality, managing and providing management information about the International DQ Service from the Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.
- 3.2.5. Service Taker will be responsible for forecasting usage of the International DQ Service in accordance with the Joint Working Manual.
- 3.2.6. Service Taker will be responsible for validating the called number against the valid international DQ number. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not addressed to a number listed in the Service Schedule as valid numbers for the International DQ Service.
- 3.2.7. Service Taker will be responsible for managing any Services provided by Service Taker to Service Taker Subscribers that use the International DQ Service.

3.3. Quality of service

- 3.3.1. In accordance with Clause 15, Service Supplier will provide the International DQ Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 3.3.2. Quality of Service levels and Fault Restoration Times for the International DQ Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

3.4. Configuration

- 3.4.1. The International DQ Service will be available at Service Supplier ISL specified in the Service Schedule.
- 3.4.2. Service Taker will deliver traffic in Trunk Groups at each Point of

PART 4. PSTN TRANSIT SERVICES

1. PSTN Transit Service

1.1. Description

- 1.1.1. The PSTN Transit Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 1.1.2. The PSTN Transit Service will provide conveyance of Calls from Service Taker Subscriber Connections destined for a Third Party National Telecom Provider Subscriber Connection in Barbados, from the Point of Connection defined by the Joining Service via the Service Supplier PSTN to the Point of Handover for collection by the Third Party National Telecom Provider.
- 1.1.3. Valid number ranges for the Third Party National Telecom Provider Subscriber Connections are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 1.1.4. The PSTN Transit Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 1.1.5. The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.

1.2. Specific Responsibilities

- 1.2.1. Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2. Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to a Third Party National Telecom Provider via the Service Supplier PSTN using the PSTN Transit Service in accordance with the Joint Working Manual
- 1.2.3. Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the PSTN Transit Service from the Point of Connection to the Point of Handover in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PSTN Transit Service from the Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.

- 1.2.5. Service Taker will be responsible for validating the called number against the valid Third Party National Telecom Provider numbers in accordance with the National Numbering Plan. In accordance with Clause 8.2, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not listed in the Service Schedule as valid numbers for the PSTN Transit Service.
- 1.2.6. Service Taker will be responsible for the management of Calls made from Service Taker PLMN Subscriber Connections using the PSTN Transit Service.

1.3. Quality of service

- 1.3.1. In accordance with Clause 15, the Service Supplier will provide the PSTN Transit Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 1.3.2. Quality of Service levels and Fault Restoration Times for the PSTN Transit Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.
- 1.3.3. For the avoidance of doubt, Service Supplier is not responsible for the service quality of Call completion beyond the Point of Handover.

1.4. Configuration

- 1.4.1. The PSTN Transit Service will be available at the Service Supplier ISL specified in the Service Schedule.
- 1.4.2. Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the PSTN Transit Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

1.5. Charges

- 1.5.1. The tariffs for Charges for the PSTN Transit Service are specified in the Tariff Schedule.
- 1.5.2. The Charges for the PSTN Transit Service are payable in accordance with Clause 9, can be varied in accordance with Clause 10 and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges and include all payments to Third Party National Telecom Providers for each Answered Call.
- 1.5.3. UsageChargesinclude:
- ∞ Call Setup Charges,
 - ∞ Interconnect Specific Charges depending on duration,
 - ∞ Call Duration Charges depending on duration; and
 - ∞ Payments to the Third Party National Telecom Providers for completion of the

PART IV:
PSTN TRANSIT

PSTN Transit Service

PART 5. OTHER SERVICES

1 Domestic Fixed To Mobile Service

1.1 Description

- 1.1.1 Subject to Clause 8.4 of the Legal Framework, the Domestic Fixed to Mobile Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 1.1.2 The Domestic Fixed to Mobile Service will provide conveyance of Calls from Service Supplier PSTN Subscriber Connections in Barbados to Service Taker PLMN Subscriber Connections in Barbados via the Service Supplier PSTN, Service Taker PSTN where applicable, and the Service Taker PLMN. Such Calls must be addressed to valid number ranges associated with the Service Taker's PLMN Subscriber Connections. For the avoidance of doubt, the Service Supplier shall not be responsible for the conveyance of Calls beyond the Point Of Connection. Calls to Third Party Mobile Telecommunications Providers are conveyed pursuant to the PSTN Transit Service, and not this Service Description.
- 1.1.3 The valid number ranges associated with the Service Taker PLMN Subscriber Connections and associated ISL are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 1.1.4 Calls conveyed pursuant to this service description are intended for domestic termination by way of the Service Taker PLMN network. Calls originating outside or ultimately terminating outside Barbados are not conveyed pursuant to this Service Description.
- 1.1.5 The Domestic Fixed to Mobile Service can only be provided in conjunction with a Joining Service. Sufficient dedicated capacity must be in place within the Joining Service to handle the traffic in accordance with the Joint Working Manual.
- 1.1.6 The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.

1.2 Specific Responsibilities

- 1.2.1 Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.
- 1.2.2 Service Supplier will be responsible for the metering necessary to monitor usage of all Calls passed to the Service Taker, from the Service Supplier Subscriber Connection, to the Point of Connection defined by the Joining Service.

PART V: OTHER SERVICES

- 1.2.3 Service Supplier will be responsible for monitoring the quality, managing and providing management information about the Domestic Fixed to Mobile Service from the Service Supplier PSTN to the Point of Connection in accordance with the Joint Working Manual. Service Taker will be responsible

quality, managing and providing management information about the Domestic Fixed to Mobile Service from the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.

- 1.2.4 Service Taker will be responsible for forecasting usage of the Domestic Fixed to Mobile Service in accordance with the Joint Working Manual. The Service Supplier will be responsible for validating the called number according to the National Numbering Plan and the valid numbers associated with the PLMN Subscriber Connections in the Service Schedule.
- 1.2.5 In accordance with Clause 8.2 of the Legal Framework, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not addressed to valid Service Taker number ranges.

1.3 Quality of service

- 1.3.1 In accordance with Clause 15 of the Legal Framework, the Service Supplier will provide the Domestic Fixed to Mobile Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 1.3.2 Quality of Service levels and Fault Restoration Times for the Domestic Fixed to Mobile Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.
- 1.3.3 For the avoidance of doubt, Service Supplier is not responsible for the service quality of Call completion beyond the Point of Connection.

1.4 Configuration

- 1.4.1 The Domestic Fixed to Mobile Service will be available at the C&W ISL and Telco ISL specified in the Service Schedule.
- 1.4.2 The Service Supplier will not be responsible for providing call records for the purposes of the Service Taker's subscriber billing.
- 1.4.3 Service Supplier will deliver traffic in Trunk Groups at the Point of Connection where the Domestic Fixed to Mobile Service is offered and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

1.5 Charges

- 1.5.1 The tariffs for Charges for the Domestic Fixed to Mobile Service are specified in the Tariff Schedule.
- 1.5.2 The Charges for the Domestic Fixed to Mobile Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 and are in addition to any other Charges payable *PART V: OTHER SERVICES* for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.