



INTERIM INTERCONNECTION AGREEMENT

BETWEEN:

THE BAHAMAS TELECOMMUNICATIONS COMPANY LIMITED (“BTC”), a company established by Statute under the laws of the Commonwealth of the Bahamas and having its registered and administrative offices at 21 John F. Kennedy Drive and P.O. Box N-3048, Nassau, on the island of New Providence one of the islands of the Commonwealth of The Bahamas (hereinafter referred to as “BTC”) of the one part,

AND:

of the other part.

WHEREAS:

- A. BTC is the holder of an Individual Operating License issued under the Communications Act 2009 whereby it can provide Carriage Services and has the right to establish, maintain and operate one or more networks, within, into from and through The Bahamas;
- B. _____ is the holder of a license issued under the Communications Act 2009 to operate _____
- C. Under their respective licences BTC and _____ each own and operate telecommunications systems and provide telecommunications services in the Commonwealth of The Bahamas;
- D. Customers subscribe to their carrier of choice for telecommunications services;
- E. Under their respective licences BTC and _____ each have the right to interconnect their telecommunications systems or equipment with the telecommunications systems or equipment of any other licensed operator;

- F. Under their respective licences _____ and BTC each have an obligation to interconnect their telecommunications systems or equipment with the telecommunications systems or equipment of any other licensed operator;
- G. BTC and _____ have each determined that they will exercise their rights and fulfill their obligations by interconnecting their respective telecommunications systems equipment;
- H. BTC is presently preparing a Reference Access and Interconnection Offer pursuant to the Communications Act 2009, and has agreed with the Authority that this Interim Interconnection Agreement will be offered to Other Licenced Operators as an interim interconnection agreement until such time as BTC's RAIO has been approved by the Authority.

THEREFORE, IN CONSIDERATION of the premises and the mutual promises in this Agreement, the parties agree as follows:

1. DEFINITIONS, AGREEMENT PARTS, PRIORITY

1.1 Definitions

In this Agreement, including the recitals and the Schedules, the following terms have the following meaning:

“**Act**” means the Communications Act 2009 as amended, and all regulations prescribed thereunder, currently in effect and as enacted from time to time, and any successor or substitute legislation thereto;

“**Authority**” means the Utilities Regulation & Competition Authority (URCA) of The Bahamas or its successor or substitute body having jurisdiction;

“**Business Day**” means any day, Monday through Friday, except a day recognized as a public holiday in The Bahamas;

“**Interconnection**” means the physical interconnection of transmission facilities used by parties to operate their respective networks;

“**Licence**” or “**Licences**” means the operating authorization(s) issued by the Authority for the establishment of telecommunications systems and the provisioning of carriage services by each party;

“Point of Interface” or **“Point of Interconnection”** (“POI”) means the physical point of Interconnection between BTC’s and _____ telecommunications networks which Interconnection is required in order to originate and terminate domestic telecommunications within The Bahamas;

“Reference Access Interconnection Offer” (RAIO) means the final Interconnection Agreement to be prepared by BTC pursuant to its licence obligations and approved by the Authority for offer to all licenced operators.

“Records” means statements, accounts and records with respect to traffic and minutes exchanged under this Agreement, including the number of calls, the billable minutes and the conversation minutes of all originated and terminated calls interchanged on their individual networks.

“Tariff” or **“Tariffs”** means any publications or a specified carrier containing rates, charges, terms and conditions, applying to the offer of and provision of those services, facilities and equipment that would, if amended or new, require approval of the Commission, as may be amended or replaced and in effect from time to time;

1.2 Other Terms

Other terms used but not defined in this Agreement shall have the meaning generally understood in the telecommunications industry.

1.3 Computation of Time

Where there is a reference to a period of time consisting of a number of days or calendar months after a specified day, the number of days and months, respectively, shall be counted from but should not include, the specified day of the month from which the count started. If the end of the period of time so computed falls on a Non-Business Day, then the end of the period shall be the next Business Day.

1.4 Recitals

The recitals to and in this Agreement form an integral part of the Agreement and are intended to assist in the interpretation of this Agreement.

1.5 Incorporation of Schedules

The following schedules (the “Schedules”) are attached to and form an integral part of this Agreement and any reference to this Agreement means this Agreement including all Schedules in effect from time to time unless otherwise specified:

Schedule A – Points of Interconnection and Connectivity Standards
Schedule B – Settlement Arrangement for Telecommunications Services

The parties intend that these Schedules will be added to, deleted, amended and updated as necessary or appropriate during the term of this Agreement by mutual written agreement, subject to the approval of the Authority as necessary. The rates in Schedule B are subject to the results of the costing model to be prepared by BTC under its SMP Obligations and to be approved by the Authority.

1.6 Priority of Documents in Event of Conflict

In case of conflict, discrepancies, errors or omissions among the documents that form this Agreement, the documents shall take precedence and govern in the following order:

- (a) the main body of this Agreement
- (b) the Schedules; and then
- (c) any referenced document

As may have been amended from time to time in accordance with this Agreement. For avoidance of doubt, no Tariff provision shall take precedence over any term in the body of this Agreement, its Schedules or any referenced documents.

2. OBLIGATIONS AND SCOPE OF INTERCONNECTION

2.1 Provision of Facilities and Interconnection

2.1.1 Each party agrees to provide facilities and services to interconnect its network with the other party's network for the purpose of carrying the telecommunications traffic within or outside The Bahamas and to deliver telecommunications traffic on its network from the other party's network in accordance with and subject to the rates, charges, terms and conditions in this Agreement, (including the attached Schedules), as may be amended from time to time.

2.1.2 The provision of services by either party, other than the provision of Interconnection series or the exchange of telecommunications traffic, shall be

subject to the requirement to pay compensation to the party providing such services. Such compensation shall be in addition to the rates and charges for Interconnection as provided for in the Schedules of this Agreement.

2.2 Exchange of Confidential Information

Each party agrees that any information provided by either party to the other in connection with the prospective or actual Interconnection of their networks and interchange of telecommunications traffic or otherwise to the implementation of this Agreement, shall be kept confidential by the party receiving such information in accordance with the provisions of a non-disclosure agreement executed by the parties.

2.3 Licensed Carrier

So long as it shall be a party to this Agreement, each party represents that it holds a valid License as granted under the Act to operate telecommunications systems and provide telecommunications services.

2.4 No Title

Nothing in this Agreement operates to convey to either party any implied right, interest or title to the services, facilities and equipment of the other party.

2.5 Scope of Agreement

2.5.1 This Agreement covers the general, commercial and technical provisions of the Interconnection arrangements between BTC and _____.

2.5.2. Neither party shall be obliged to provide or be entitled to access ancillary services unless there are express provisions for the particular ancillary service in a Schedule or a separate agreement.

3. INTERCONNECTION

3.1 Physical Interconnection

3.1.1 BTC and _____ shall interconnect their respective networks at mutually agreed upon Points of Interconnection as set out in Schedule "A". Such Interconnection shall be established and maintained in accordance with each party's Technical Standards and Specification for Interconnection, as required by their respective Licenses, the connectivity standards as set out in Schedule "A"

and any mutually agreed upon technical and performance standards and any applicable industry standards.

3.1.2 Each party shall be responsible for taking all necessary precautions in locating, operating and maintaining its networks so as to prevent any hazards, troubles, interference with, or interruption to the network of the other party.

3.1.3 Each party is responsible for the maintenance and management of its network. The characteristics and methods of operation of any circuits, facilities or equipment of either party must not:

- (a) interfere with or impair the operation of the other party's facilities or equipment;
- (b) cause damage to the other party's plant;
- (c) create a hazard to any of the other party's employees or to any member of the public; or
- (d) impair the privacy of any communications carried over the other party's network.

If such characteristics or methods or operation of any circuits, facilities or equipment are not in accordance with Paragraphs 3.1.2 or 3.1.3, the party apprehending the discordance, shall immediately notify the other party of the discordance and both parties shall cooperate as much as reasonable possible to rectify the discordance. Both parties further agree to collaborate on any long range network planning and where appropriate, participate in joint planning and engineering activities in order to ensure an adequate and efficient network interface between the facilities of each party.

3.2 Changing Points of Interconnection and Connectivity Standards

The parties agree to maintain satisfactory and flexible routing within their respective networks. The parties further agree that any changes to the POI and/or connectivity standards as set out in Schedule "A" must be agreed to in advance and in writing. Approval shall not be unreasonably withheld beyond 30 days and shall be reflected in an amendment to Schedule "A".

3.3 Notice of Technical Upgrades & Changes to Networks

3.3.1 Each party shall provide the other written notice of any technical changes to its network that could affect the carriage of traffic between the parties. Such notification shall be made at least four (4) months before the proposed change is

to be implemented so that the other party has a reasonable opportunity to attempt to adjust its own system accordingly. The parties shall then use their best efforts to cooperate in order to minimize any disruption in the efficient carriage of traffic between them.

3.3.2 Nothing in this Agreement shall limit either party's ability to update its network through the incorporation of new equipment, new software or otherwise, or to change, in part or in whole, the design, function, operation or layout of its network.

3.4 Cost of Interconnection

Each party shall be responsible for its own costs for its respective network and for its own costs to accommodate, provide for and maintain Interconnection at each and every POI.

3.5 Testing

Each party may make reasonable tests and inspections of its network, consistent with industry practices and may, upon reasonable notice to the other party, temporarily interrupt services carried on the facilities or equipment being tested or inspected. Where a test or inspection will affect telecommunications traffic originating or terminating on the other party's network and require the assistance of the other party, then the parties shall use their best efforts to negotiate an appropriate time and procedure for such test or inspection. Each party shall make every effort to minimize disruption by selecting times appropriately.

3.6 Trouble Reporting

3.6.1 Each party, prior to reporting a trouble to the other party, shall use its best efforts to determine whether the trouble is located on its network and, if so, repair the trouble. If a trouble arises which either party alleges is located within the network of the second party, and which the parties, upon investigation, determine is not located in the network of the second party, a charge may be assessed by the second party to the first party based upon reasonable costs incurred by the second party. The determination of reasonable cost shall be made in view of the circumstances of each occurrence, and shall be comprised of the following elements:

- (a) labour rates in accordance with either party's current tariff labour rates;
- (b) costs of materials and equipment used in the investigation; and
- (c) reasonable costs charged by third parties engaged to assist either party in the investigation, subject to the prior agreement of both parties.

The aggregate charge for the trouble investigation activities, based upon the elements listed above, shall not be considered reasonable if it exceeds the fair market value of such an investigation.

- 3.6.2 Each party shall promptly advise the other party of any interruption, delay or degradation of transmission or any other trouble arising from any cause, other than testing, occurring within its network that is expected to cause protracted interruption of any or all of the telecommunications services provided under this agreement.

4. ROUTING OF TELECOMMUNICATIONS TRAFFIC SERVICES

4.1 Routing and Operating Procedures

Each party shall be solely responsible for the switching and routing of all telecommunications traffic on its network to the POI of the other, including the cost thereof. To the extent _____ utilizes BTC facilities to interconnect directly with a BTC POI, it shall purchase those facilities at a wholesale price equal to a 15% reduction in the retail tariff price for such facilities. To the extent _____ utilizes BTC facilities to interconnect its own POIs or other facilities, including inter-island links, it shall purchase such facilities and services in full accordance with (a) the terms of applicable Licenses, (b) the rulings of the Authority, and (c) Bahamian law. Sizing of the inter-machine trunks between the parties shall be based upon proper traffic analysis that will optimize network efficiencies. _____ shall not deliver any intra-island traffic to BTC except to a BTC POI on such island. _____ will establish Points of Interconnection and origination/termination equipment in an island prior to commencement of service within that island.

4.2 Telecommunications Traffic

_____ shall ensure that all telecommunications traffic carried on its network that is destined for termination on a telephone number assigned to a subscriber or network termination point on BTC's network is delivered directly to BTC for termination, in accordance with the rates and terms specified in Schedule B of this Agreement.

Likewise, BTC shall ensure that all telecommunications traffic carried on its network that is destined for termination on a telephone number assigned to subscriber or network termination point on _____ network is delivered directly to _____ for termination, in accordance with the rates and terms specified in Schedule B of this Agreement.

5. SERVICES TO CUSTOMERS AND PROCEDURES

5.1 Providing New Services Jointly

Each party may elect, in its sole discretion and on a non-exclusive basis, to participate in providing a particular telecommunications service to their subscribers, on a jointly provisioned basis. Unless otherwise agreed to in writing, the terms and conditions of this Agreement shall apply.

5.2 Provision of Joint Services

Both parties shall work together to ensure that jointly provisioned series under this Agreement are delivered, operationally and technically, to subscribers as seamlessly as possible.

6. CALLING LINE IDENTIFICATION (CLI)

6.1 Description of Service

Calling Line Identification (CLI) means a presentation number that clearly identifies the network termination point.

6.2 Obligation of the Parties

6.2.1 Subject to Sub-Article 6.3, each party agreed to provide the CLI code of all calls to other party for its originated telecommunications traffic or the traffic it terminates on the other party's network.

6.2.2 Each party shall ensure that such CLI codes are only used for billing, routing and administrative purposes and adheres to any privacy rules as required by law.

6.3 Limitation on the Obligation to Provide CLI

6.3.1 Each party's obligation to provide CLI on its originating calls under Sub-Article 6.2 above is not required if:

- (a) the party's system does not have this capability; or
- (b) the party is delivering a call it received from another party who did not provide the CLI code.

6.4 Limitations on the Use of CLI Information

- 6.4.1 Both parties agree not to provide information pertaining to the CLI records to third parties, without the express written consent of the customer who owns that information, except when required by law.
- 6.4.2 Both parties agree to cooperate in the barring of CLI as may be required by law or otherwise, through mutual agreement.

7. END USER BILLING AND COLLECTION OF ACCOUNTS

7.1 Uncollectable Accounts

- 7.1.1 Regardless of whether or not an account of an end-user customer of either or both parties is deemed uncollectable, the parties agree to pay the appropriate party for all services provided, in accordance with the Schedules.

7.2 Bad Debt

- 7.2.1 Each party shall be responsible for its own bad debts as a result of uncollectable accounts.

7.3 Exclusive Right to Set Customer Rates and Charges

- 7.3.1 Unless otherwise provided for in this Agreement, or a subsequent agreement between the parties, each party may unilaterally set the rates and charges (including late payment and collection charges) to be charged to its customers for the telecommunications services it offers that are the subject matter of this Agreement, subject always to any required approval by the Authority.

8. COLLECTION OF UNBILLED CHARGES

8.1 Adjustments to Monthly Settlement of Accounts Statements

Each party has the right to adjust, claim an adjustment to, or challenge the accuracy of any Monthly Settlement of Accounts Statement within six (6) calendar months from its date. Adjustments to a Monthly Settlement of Accounts Statement may be made or claimed, depending upon further investigation, to reflect errors, omissions or inaccuracies in the Monthly Settlement of Accounts Statement. Accounts that have not been adjusted, claimed or challenged as to

their accuracy within six (6) calendar months after the date of the Monthly Settlement of Accounts Statement shall be deemed accurate.

8.2 Further Clarification of Right to Retroactively Adjust

For greater clarity, the right to adjust Monthly Settlement of Accounts Statements as provided for in Sub-Article 8.1, includes the billing of any charges for services that have been provided by one party to the other, but which have not yet been included in a Monthly Settlement of Accounts Statement. Each party reserves the right to retroactively adjust the current Monthly Settlement of Accounts Statement in order to accurately reflect the charge for services provided within the previous six (6) month period, but which have not yet been included in a Monthly Settlement of Accounts Statement. Services that have been provided but not billed or claimed as an adjustment within the six (6) month period following their provision, are ineligible for retroactive adjustment.

9. RATES AND SETTLEMENT OF ACCOUNTS

9.1 Application of Rates and Schedules in Accordance with Schedules

For the services that are provided between _____ and BTC pursuant to this Agreement, the parties shall settle with one another on the basis of the provisions of this Article 9 applying the rates and charges or the methodologies for calculating such rates and charges as set out in the Schedules to this Agreement.

9.2 Procedure to Effect Payment of the Monthly Settlement of Accounts

The parties shall adhere to the following procedures to effect payment of the Monthly Settlement of Accounts Statements:

- (a) BTC's Chief Financial Officer and _____ Chief Financial Officer, or such other persons as may be designated by the parties from time to time, shall act as the respective agents for the parties in all matters relating to the payment and receipt of funds under this Agreement, and to transact the revenue settlements in accordance with this Agreement;
- (b) For every service for which an application of a settlement of accounts structure is specified in a Schedule, each party shall prepare a statement of information for the compilation of a Monthly Settlement of Accounts Statement. The statement shall be in a format agreed to by both parties, which format may change from time to time without amendment to this Agreement;

- (c) Each party's statement of information for the compilation of the Monthly Settlement of Accounts Statement shall specify information by service type as described in the Schedules to this Agreement;
- (d) The parties shall exchange information for the compilation of the Monthly Settlement of Accounts Statements no later than fifteen (15) Calendar Days following the end of each calendar month;
- (e) Upon receipt of such information for the compilation of the Monthly Settlement of Accounts Statement from _____, BTC shall calculate the net balance due and owing between the parties and shall forward a Monthly Settlement of Accounts Statement to the attention of _____ Chief Financial Officer;
- (f) Payment of the net balance by the appropriate party calculated in accordance with the preceding sub-paragraph shall be made no later than fifteen (15) calendar days from the date of the Monthly Settlement of Accounts Statement date;
- (g) The Monthly Settlement of Accounts Statement shall be deemed to have been accepted by the recipient if no written objection has been made to the other party within six (6) calendar months from the date of the Monthly Settlement of Accounts Statement, or in the case of an adjustment made pursuant to Section 8 of this Agreement, within six (6) calendar months from the date of such adjustment;
- (h) If an objection to a Monthly Settlement of Accounts Statement is made, the parties shall resolve the dispute in accordance with Article 14; and;
- (i) Agreed upon adjustments as set out in Article 8 of this Agreement shall be included in the next subsequent Monthly Settlement of Accounts Statement, or in a time frame agreed to in writing by both parties, and all adjustments shall be identified separately from other transactions in the related Monthly Settlement of Accounts Statement.

9.3 Late Payment Charge

If payment is not received when due, then the party owed money shall have the right to charge a later payment charge calculated at the monthly compound rate of one (1% or 12.68% per year) percent on the overdue amount from the due date for payment until payment is made.

9.4 Timely Submission

Although it is the intent of both parties to submit timely and accurate Monthly Settlement of Accounts Statements, the failure by either party to present such statements to the other party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges by the billing party, and the billed party shall not be entitled to dispute the billing party's statement based on such party's failure to submit it in a timely fashion.

9.5 Maintenance of Records

Each party shall keep the Records, pertaining to this Agreement and preserve the Records for twelve (12) months after termination of this Agreement. Notwithstanding the foregoing, should a dispute arise regarding a statement of information for the compilation of a Monthly Settlement of Accounts Statement, each party shall maintain all relevant Records until the dispute is settled.

9.6 Audits and Access by Auditors

Each party at their own expense shall have the right to perform up to a maximum of two audits per calendar year on the other party. Each party shall have the right to use its own internal auditor or to appoint on its behalf an independent auditor to perform any such audit, who shall have access at all reasonable times, upon fifteen (15) Business Days notice to the other party, subject to signing a reasonable and appropriate non-disclosure agreement, to the Records of the other party relating to this Agreement for the sole purpose of ensuring compliance with this Agreement and verifying all settlements charges payable by one party to the other.

10. INSURANCE

10.1 Insurance Coverage

Each party shall carry and maintain insurance to fulfill its indemnity obligations to the other party under this Agreement. The amounts of such insurance against liabilities shall be no less than one million dollars (\$1,000,000) as to any one accident or occurrence. Certificates of insurance shall be provided to the other party upon request.

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

11.1 No Warranties

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, NEITHER PARTY HAS MADE OR MAKES ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS NETWORK OR THE SERVICES, FACILITIES AND EQUIPMENT PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT.

11.2 No Warranties Against Intellectual Property Infringement

NOTWITHSTANDING ANY OF THE OTHER PROVISIONS OF THIS AGREEMENT, NEITHER PARTY HAS MADE OR MAKES ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, SERVICES OR ARRANGEMENTS PROVIDED UNDER THIS AGREEMENT DOES NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY.

12. FORCE MAJEURE

12.1 Events and excuse of Force Majeure

Except for the payment of outstanding settlement balances, if either party is delayed in the performance of or is unable to perform or performs contrary to any part of its obligations under this Agreement due to an act of God, public enemy, warlike operations, terrorism, civil commotion, riot, sabotage, labour difficulties (such as work stoppage, strike, lock-out, walk-out, slow-down and similar labour disrupting events), earthquakes, accidental current being carried over or through the facilities and equipment, power failure, embargo, unavoidable catastrophe, explosion, act of governmental or military authorities or courts, unusual delay by other service providers, inability to secure product of manufacturers or vendors, inability to obtain international transportation service, or circumstances of any kind beyond the control of such party, and such party has used all reasonable efforts to prevent and minimize the impact of all of the events identified in this Sub-Article, then such party shall be excused from the performance of such obligations to the extent that the performance is prevented, hindered, delayed or required by such causes and such party shall not be liable under this Agreement during the period and to the extent of the inability to perform.

12.2 Duty to Inform and to Remedy Delay

Upon the occurrence of any of the events referred to in Sub-Article 12.1, the party affected shall promptly inform the other party of the failure and the extent of any delay or inability to perform its obligations, and shall use its reasonable efforts to remedy the delay or failure to perform as soon as feasibly possible.

12.3 Discretion to Settle Labour Disputes

Notwithstanding Sub-Article 12.2, the terms of settlement of any strike, lock-out, walk-out or other labour dispute shall be wholly to the discretion of such party, and that party shall not be required to accede to the demands of its opponents in any strike, walk-out, lock-out, or other labour dispute solely to prevent and minimize the impact of such strike, lock-out, walk-out or other labour dispute.

13. LIMITATION OF LIABILITY

13.1 Injuries

Neither party shall be liable to the other for damages or injuries, including death resulting therefrom, which may be caused by lightning or other accidental currents carried over or through its network, facilities or equipment, or any portion thereof, to that of the other party.

13.2 Limitation of Liability

Except as set forth in this Agreement, neither party guarantees, warrants or assures the uninterrupted or error-free operation of its network or of the services, facilities and equipment provided under or contemplated by this Agreement, nor shall either party be liable to the other party, or to any person or entity claiming directly or through such other party, for any damages, losses, costs or expenses, howsoever incurred or suffered resulting from the failure or degradation, from any cause whatsoever, of any of the services provided under this Agreement. Without limiting the generality of the foregoing, in no case will the party whose network experiences a difficulty, failure or fault which results in a failure to establish service, degradation in service, in-service interruption or loss or distortion of communications:

- (a) be liable to the other party for any damages, charges, losses, costs or expenses whatsoever that the other party may sustain, pay or incur;

- (b) indemnify or hold harmless the other party from or against any liabilities, awards, claims, demands, suits, proceedings, action, causes of action or other claims which may be brought or made against such other party, or which such other party may become subject to, as a result thereof or in connection therewith, whether caused by the negligence, negligent act or omission of such party or its employees, contractors or agents, or by any other cause whatsoever, whether identified or not.

Notwithstanding the foregoing, (a) each party shall use its best efforts to comply with the Technical Standards and Specifications required under its respective License and other technical requirements set forth in this Agreement, (b) each party shall reimburse the other for loss, damage to, or destruction of the other's premises, facilities or equipment caused by its negligence or willful act, and (c) nothing in this Agreement shall exclude or limit the liability of one party to the other arising out of that party's fraud or fraudulent misrepresentation or willful misconduct.

13.3 No Consequential Damages

Notwithstanding any other provisions of this Agreement, in no event shall either party be liable to the other party or any person or entity claiming through or under the other party for lost profits, lost revenue, failure to realize expected savings, loss of the use or any other commercial or economic loss of any kind, or any punitive, exemplary, indirect, incidental, consequential or special damages incurred by the other party or any other person or entity, even if advised of the possibility of the same, resulting from or arising from the failure or degradation, from any cause whatsoever, of any of the services provided under this Agreement.

13.4 Limitations Applicable Under All Legal Theories

The terms of this Article 13, including all disclaimers and limitations herein, shall apply regardless of the nature of the cause of action, demand or action, including breach of contract, negligence, strict liability, tort, statute, any other legal theory in common law, equity, or otherwise.

13.5 Benefit of Defenses

Every limitation of liability, defense and immunity of any nature available to a party shall extend to and for the benefit of the directors, officers, employees, agents, subcontractors and shareholders of that party.

13.6 Indemnification

13.6.1 Each party (the “indemnifying party”) shall indemnify, defend and hold harmless the other party (the “Indemnified party”) from and against all losses, claims, demands, damages, expenses, liability awards, suits, actions, causes of action, proceedings, or any liability whatsoever, including costs and attorneys’ fees, whether suffered, made, instituted or asserted against the indemnified party by any third party, as a result of, arising out of, or in connection with this Agreement or any applicable Tariffs, to the extent proximately caused by the act or omissions of the indemnifying party. Notwithstanding the foregoing indemnification, nothing in this Paragraph 13.6.1 shall affect or limit any claims, remedies, or other actions the indemnifying party may have against the indemnified party under this Agreement, any other contract, or any applicable Tariffs, regulation or law for the indemnified party’s provision of the services, facilities and equipment under this Agreement.

13.6.2 The indemnification provided in Paragraph 13.6.1 is conditional upon:

- (a) the indemnified party promptly notifying the indemnifying party of any action taken against the indemnified party relating to the indemnification;
- (b) the indemnifying party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified party may engage separate legal counsel only at its sole cost and expense.
- (c) The indemnifying party not settling or consenting to any judgment pertaining to any such action without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld;
- (d) The indemnified party asserting in all cases any and all provisions in its Tariffs or contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability; and
- (e) The indemnified party offering the indemnifying party all reasonable cooperation and assistance in the defense of any such action.

13.7 No Third Party Benefits of Rights

13.7.1 The only parties to this Agreement are BTC and _____.

13.7.2 Subject to Sub-Article 13.5 and subject to any express provision of this Agreement to the contrary, this Agreement confers benefits and imposes burdens only upon the parties and this Agreement does not confer any benefit of any kind whatsoever or impose any burden of any kind whatsoever upon any person or entity who is not a party.

13.7.3 Subject to Sub-Article 13.5 and subject to any express provision of this Agreement to the contrary, this Agreement does not provide any person or entity who is not a party with any remedy, defense, claim, action, claim of action or

other right of any kind, or impose any liability upon such person, which that person did not have before this Agreement commenced.

14. DISPUTE RESOLUTION PROCEDURE

14.1 Negotiation at First Level

The parties shall attempt to amicably resolve any disagreement or dispute that may arise between them regarding the interpretation, performance of or the failure to perform under this Agreement.

14.2 Definition of Issues and Escalation

If any disagreement or dispute between the parties continues for more than thirty (30) days, the following procedures may be invoked by either party (the "Initiating Party") by providing a full written description of its position and the grounds for its dissatisfaction; then

- (a) the other party shall, within fourteen (14) days of receipt of the information provided by the Initiating Party, provide a written response fully describing its position;
- (b) the two parties shall meet within seven (7) days of receiving such response to review the information provided by both parties and attempt to resolve the dispute; and
- (c) If the matter remains unresolved for a further seven (7) days after receipt of the information provided under clause (b) above, the parties shall within a further seven (7) days, convene a meeting between BTC's authorized officer responsible for this Agreement and the corresponding authorized officer of _____ responsible for this Agreement, or their designated delegates, to attempt to resolve the dispute.

14.3 Mediation, Arbitration

If any dispute has not been resolved by the BTC authorized officer responsible for this Agreement and the corresponding counterpart of _____ responsible for this Agreement within fourteen (14) days in accordance with the procedure in Sub Article 14.2 and the parties have not agreed in writing to further negotiation, then the dispute shall be determined by a single arbitrator in case the parties can agree upon one otherwise by two arbitrators one to be appointed by each party to the dispute and in either case in accordance with the provisions of the Arbitration Act of the said Commonwealth or any statutory modification or re-enactment for the time being in force. For avoidance of doubt, if any dispute under this

Agreement that cannot be resolved by the parties is within the jurisdiction of the Authority, the previous sentence shall not apply, and, instead, either party may seek an Authority determination of the dispute.

14.4 Matters Excluded from Dispute Resolution Process

The following matters under this Agreement shall be excluded from the dispute resolution process provided for in this Article 13:

- (a) A decision by BTC or _____ to terminate this Agreement under Sub-Article 16.1 or 16.2;
- (b) Any law suits involving third parties;
- (c) Any intellectual property claims, whether initiated by third parties or by the parties to this Agreement
- (d) Any applications for injunctions related specifically to the need to protect proprietary information and interests of a confidential nature.

14.5 Preconditions to Court Action

Submission to arbitration or to the Utilities Authority Tribunal for resolution under the provisions of this Article 14 shall be a condition precedent to bring an action in a court of competent jurisdiction that is not excluded under Sub-Article 14.4 with respect to this Agreement.

14.6 Continued Performance of Obligations

BTC and _____ shall continue the performance of their respective obligations during the resolution process of any dispute or disagreement including during any period of arbitration, unless and until this Agreement is terminated in accordance with its terms and conditions.

15. REGULATORY APPROVALS; COMPLIANCE WITH LAWS

15.1 Condition Precedent

This Agreement is executed subject to the following condition precedent: namely, that all necessary approvals have been granted by the Authority.

15.2 Effective Date

This Agreement shall come into full force and affect two Business Days following the day all necessary Authority approvals for this Agreement are issued, at 12:00 noon (the "Effective Date").

15.3 Regulatory Approval of Amendments

Any amendments, additions or deletions to this Agreement requiring approval of the Authority will not come into force until the effective date of such amendment or upon the approval by the Authority, whichever occurs latest.

15.4 Regulatory Change

If the Authority or any governmental authority takes any lawful action that materially affects the ability of a party to perform any material obligation under this Agreement, a party may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and non-appealable) to the other party require that the affected provision(s) be re-negotiated, and the parties shall re-negotiate in good faith such mutually acceptable new provision(s) as may be required, provided that such affected provisions shall not affect the validity of this Agreement.

15.5 Compliance with Laws

Each party represents that it is now and will remain in compliance with the terms of its respective License, all laws, regulations and orders applicable to its performance of its obligations under this Agreement. Each party shall promptly notify the other party in writing of any governmental or Authority action that suspends, cancels, withdraws, limits or otherwise materially affects its ability to perform its obligations under this Agreement.

16. TERM AND TERMINATION

16.1 Term

Subject to earlier termination in accordance with Sub-Articles 16.2 and 16.3, this Agreement comes into force and effect on the Effective Date and shall remain in effect until the execution of commercially negotiated interconnection agreement which is consistent with the URCA approved and published RAIO which will be in conformity with the final determination on BTC's SMP Obligations BUT in any event no later than three (3) months from the date of the publishing of BTC's approved RAIO unless and until earlier terminated by:

- (a) mutual agreement; or
- (b) by either party at its option (with or without cause) upon six (6) months written notice of termination to the other party, which notice must not be given before three (3) months of the expiry of the Initial Term.

16.2 Termination

Either party, at its option, upon written notice to the other party, may terminate this Agreement as follows:

- (a) with immediate effect (or on the termination of such other period as such notice may specify), if:
 - (i) a receiver, receiver-manager, trustee or liquidator is appointed to manage all or substantially all of the assets of the other party;
 - (ii) the other party disposes of all or a substantial portion of its assets or makes any assignment or attempted assignment for the benefit of creditors;
 - (iii) the other party becomes bankrupt or insolvent or commits an act of insolvency, bankruptcy or other offence under bankruptcy and insolvency laws;
 - (iv) the other party files any petition or answer seeking re-organization, readjustment or arrangement of its business under any law relating to bankruptcy or insolvency;
 - (v) the other party takes advantage of any legislation available for the protection of debtors from creditors;
 - (vi) the other party ceases to carry on business in the ordinary course; or
 - (vii) upon receipt of the notification specified in Sub-Article 16.3.
- (b) with immediate effect upon the effective date of a revocation or denial of a renewal of a valid license or permit as deemed or granted under the Act to maintain or operate a telecommunications system, subject to an assignment, transfer or conveyance in accordance with Sub-Article 20.3;
- (c) with immediate effect upon the effective date of a law, court order, governmental or regulatory order or directive requiring termination of this Agreement.

16.3 Notice of Events to Paragraph 16.2(a)

The "other party" referred to in Paragraph 16.2(a) shall provide the party with the right to terminate with written notice of the occurrence of any of the events identified in Paragraph 16.2(a) (i) to (vii) upon the later date of (a) ninety (90)

days prior to the occurrence of any such events; and (b) when it first obtains knowledge of the occurrence of any of such events.

16.4 Breach, Suspension and Termination

If a party:

- (a) fails to pay any charges pursuant to this Agreement, other than charges being disputed in accordance with Article 14, within forty five (45) days after receipt of the Monthly Settlement of Accounts Statement; or
- (b) is otherwise in breach of this Agreement, except for alleged non-performance being disputed in accordance with Article 14, then the other party may serve a written notice (the "Breach Notice") on the party in breach specifying the breach and warning of intended disconnection and termination of this Agreement if such breach is not remedied either within thirty (30) days after receipt of such Breach Notice or, in the case of emergency, within such shorter period as the party not in breach may reasonably specify.

16.4.1 If the party in breach fails to remedy the breach within the period specified in the Breach Notice, the party not in breach may, until such breach is remedied, suspend performance of such of its obligations under this Agreement as is reasonable in the circumstances.

16.4.2 If a party's circuits, facilities or equipment:

- (a) interferes with or impairs the operation of the other party's circuits, facilities or equipment; or
- (b) causes damage to the other party's plant; or
- (c) creates a hazard to the health or safety of any person; or
- (d) impairs the privacy of any communications carried over the other party's network, then the other party may, in accordance with the notice provisions of this section, suspend, to the extent necessary, such of its obligations under this Agreement, and for such period as it may consider reasonable to ensure the normal operation of its circuits, facilities or equipment, or prevent further damage to its plant, or reduce the threat to health or safety, or reduce the risk of impairment of privacy of communications.

16.4.3 If the party in breach fails to remedy the breach within the period specified in the Breach Notice, the party not in breach may terminate this

Agreement on thirty (30) days written notice, provided always that if the party in breach remedies the breach within such further thirty (30) day notice period, this Agreement shall not terminate as a result of such notice.

16.5 Survival of Obligations

The terms of this Agreement that by their nature extend beyond the expiration or termination of this Agreement (including the obligations to pay any amount owed, limitations of liability, indemnification, dispute resolution, obligations of nondisclosure and obligations with respect to the effect of expiration, termination or suspension), shall survive any termination or expiration of this Agreement.

17. NOTICES

17.1 Notices

Any notice, consent, demand or other communication (in this Article, a "notice") required or permitted to be given or made under this Agreement (excluding the exchange of information for the compilation of the Monthly Settlement of Accounts Statements and payments, which must actually be received as provided for in this Agreement), shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person or by courier during normal business hours on a Business Day and left with a receptionist or other responsible employee of the relevant party at the applicable address set forth below; or
- (b) sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Electronic Transmission") during normal business hours on a Business Day, charges prepaid, and confirmed by telephone or by prepaid first class mail;

in the case of notice to BTC, addressed to it at:

The Bahamas Telecommunications Company Limited (BTC)
John F. Kennedy Drive
P.O. Box N-3048
Nassau, Bahamas

Attention: The President
Telephone: (242) 302-7206
Fax: (242) 326-0880

And in the case of _____, addressed to it at:

17.2 Deemed Receipt of Notice

Each notice sent in accordance with this Article shall be deemed to have been received:

- (a) on the day it was delivered;
- (b) on the same day that it was sent by Electronic Transmission, or on the first Business Day thereafter if the day on which it was sent by Electronic Transmission was not a Business Day.

17.3 Change of Address for Notice

Either party may change its address for notice by giving written notice to the other party as provided in this Article.

18. CORPORATE CAPACITY

18.1 Corporate Capacity

Each party represents and warrants to the other that it:

- (a) is a limited liability company duly incorporated or continued and validly existing under the laws of The Commonwealth of the Bahamas and has all necessary corporate power and capacity to own its properties and carry on its business in The Bahamas as presently carried on and is duly licensed, registered or qualified under the relevant company or corporate legislation in all jurisdictions where the character of its property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary or desirable;
- (b) has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations in accordance

with their terms subject to necessary regulatory approval, and that the execution and delivery of this Agreement have been duly authorized by all necessary corporate action on its part; and

(c) is duly qualified to act as a licensed telecommunications operator and shall hold a valid license or permit as deemed or granted under the Act, to own, lease, maintain and operate a telecommunications system.

19. AMENDMENTS

19.1 Amendments to Agreement and Schedules

This Agreement, including the Schedules, may not be amended or modified in any respect except by written instrument signed by the duly authorized representatives of both parties and where necessary, approved by the Authority.

20. GENERAL

20.1 Independent Contractors

In giving effect to this Agreement, the relationship of the parties to each other shall be that of independent contractors. Nothing in this Agreement shall be construed as or shall constitute the relationship of the parties as an agency, partnership, franchise, employment, joint venture or other joint venture relationship between the parties. No party shall have the right to enter into contracts or pledge the credit of or assume or incur expenses or liabilities or any obligation of any kind (including but not limited to the making of any representation or warranty), express or implied, on behalf of the other party unless otherwise expressly permitted by such other party.

20.2 Non-Exclusive Agreement

This Agreement shall be non-exclusive. Nothing in this Agreement shall in any way prohibit, prevent or restrict either party from entering into similar agreements with others.

20.3 Assignment

20.3.1 Neither party may assign, transfer, or otherwise dispose of this Agreement, in whole or in part, without the other party's written consent.

Consent shall not be unreasonably withheld upon the provision of reasonable evidence to the other party by the proposed assignee that it has the resources, ability and authority to satisfactorily perform its obligations under this Agreement.

20.3.2 Notwithstanding Paragraph 20.3.1, either party may, without the other party's consent, assign, transfer, or otherwise dispose of this Agreement, in whole, to a company controlling or under the same control as such party or to a corporate subsidiary controlled by such party. For the purpose of this Paragraph 20.3.2, one company controls another when it beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the company carrying more than fifty (50%) percent of the voting rights attached to all equity shares of the company for the time being outstanding.

20.3.3 Any assignment under Paragraph 20.3.1 or 20.3.2 shall be conditional upon the assignor providing to the other party a true copy of the assignment agreements and a written agreement and undertaking from the assignee to the other party to be bound by this Agreement and to assume all obligations and duties to which it is succeeding, and not to further assign its rights without complying with this Sub-Article 20.3. The assignor shall thereafter be relieved of such obligations and duties, except for matters arising out of events occurring before the date of such undertaking and the obligations pertaining to non-disclosure.

20.3.4 Any assignment, transfer or other disposition in violation of this Sub-Article 20.3 shall be void and constitute default of this Agreement.

20.4 Enurement

This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

20.5 Further Assurances

The parties shall with reasonable diligence execute and deliver all documents and instruments, and do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreement and for any audit consistent with Sub-Article 9.6.

20.6 Counterpart Execution

This Agreement, or any amendments to this Agreement, may be executed in counterpart, with each such counterpart constituting an original and the counterparts, when taken together, constituting one and the same instrument.

20.7 Internal Numbering References

Any reference to an Article, Sub-Article, Paragraph, clause or Schedule is to the relevant Article, Sub-Article, Paragraph or clause of this Agreement, and any reference to an Article, Sub-Article, Paragraph or clause is to the relevant Article, Sub-Article, Paragraph or clause of the Article, Sub-Article or Paragraph of the main body of this Agreement or Schedule in which it appears.

20.8 Articles, Headings, Contents

The division of this Agreement into Articles, Sub-Articles and Paragraphs, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

20.9 Expanded Meanings

Whenever the context so requires, words importing the singular number include the plural number and vice versa and words importing gender include the feminine, masculine and neuter genders.

20.10 Joint Work Product

This Agreement is the joint work product of the parties and has been negotiated by the parties with its terms and, in the event of any ambiguities, no inferences shall be drawn against either party.

20.11 No Waiver

A failure or delay of either party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or any other rights under this Agreement.

20.12 Entire Agreement

This Agreement, including the Schedules and the applicable rates and referenced documents, contains the entire understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations and discussions, whether verbal or written, of the parties. There are no warranties representations or other

[Recipient Name]

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agreements by or between the parties in connection with the subject matter, except as specifically set forth in this Agreement.

20.12 LIABILITY, LOSS OR DAMAGE

The OLO undertakes to indemnify BTC from any and all liability, loss, or damage the OLO may suffer as a result of claims, demands, costs, or judgments against the OLO arising from the inability of its Customers to ACCESS 919 or other EMERGENCY SERVICES. Indemnity under this agreement shall commence at the effective date of this Agreement and shall continue in full force for the term of this Agreement.

20.14 Unenforceable Terms

If any provision in this Agreement is found to be illegal, unenforceable or invalid, it shall be considered separate and severable and the remaining provisions of the Agreement shall remain in force and be binding upon the parties as though the said provision had never been included, providing that the Agreement as modified remains operable.

20.15 REQUIREMENT OF NOTICE

OLO agrees to notify the BTC in writing, within seven [7] days, by registered or certified mail, at the BTC's address as stated in this Agreement, of any claim made against the OLO on the obligations indemnified against.

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20.14 Governing Law

This Agreement shall be subject to, construed, interpreted and enforced in accordance with the laws of the Commonwealth of The Bahamas in effect from time to time.

[Recipient Name]

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IN WITNESS WHEREOF, the parties have executed this Agreement, and where necessary have affixed their common seals, by their respective duly authorized officers in that behalf on the dates set forth below.

THE BAHAMAS TELECOMMUNICATIONS COMPANY LIMITED

Witness **By:** _____
Authorized Signatory

Print Name _____
Print Name

Occupation _____
Title

Date

Seal

Witness **By:** _____
Authorized Signatory

Print Name _____
Print Name

Occupation _____
Title

Date

Seal

SCHEDULE "A"

POINTS OF INTERCONNECTION AND CONNECTIVITY STANDARDS

1. SERVICE DEFINITION

This Schedule provides for the Points of Interconnection (POIs) and Connectivity Standards of the BTC and _____ networks.

2. POINTS OF INTERCONNECTION

2.1.1 The physical POIs of BTC and _____ shall be as follows:

1. BTC EXCHANGE, POINCIANNA DRIVE, NASSAU, NEW PROVIDENCE:

2. BTC FREEPORT CENTRAL OFFICE MCKENZIE STREET, FREEPORT , GRAND BAHAMA

For the avoidance of doubt, the parties acknowledge and agree that BTC has no obligation to accept intra-island traffic originated by _____ and destined for a BTC customer if such traffic is delivered by _____ to a BTC POI on an island other than the island of destination. If BTC does accept such traffic, it shall be charged by BTC at the inter-island rate, notwithstanding any other provision of this agreement.

2.1.2 Both parties reserve the right to make changes and additions to their POIs in order to effect routing, network efficiencies and geographic expansion. Requests for such changes (additions and/or deletions) by either party must be made in writing and with reasonable advanced notice. The granting of such requests should not be unreasonably withheld.

3. CONNECTIVITY STANDARDS

3.1 Technical Interface

3.1.1. The interface between BTC and _____ networks should be based on ANSI SS7 signaling.

SCHEDULE “B”

SETTLEMENT ARRANGEMENTS FOR INTERCONNECTION SERVICES

1. SERVICE DEFINITION

1.1 This Schedule provides for the settlement arrangements for origination and termination access services.

2. RECORDS AND DATA EXCHANGE

2.1 Each party shall keep accurate records for use in settlement arrangements.

3. APPLICABLE RATES AND CHARGES

3.1 Interconnection Rates

Call Type	Orig-Carrier	Term Carrier	POI	Rate Paid to BTC per Minute	Rate Paid to _____ per minute
Intra Island	BTC	_____	Via _____ POI	N/A	\$0.00
Intra Island	_____	BTC	Via BTC POI	\$0.00	N/A
Inter Island ¹	BTC	_____	Via _____ POI on terminating island	N/A	\$0.02
Inter Island	_____	BTC	Via BTC POI on originating island or island other than termination island	\$0.06	N/A
Inter Island ²	_____	BTC	Via BTC POI on terminating island	\$0.02	N/A
International	_____	N/A	Via BTC POI on originating island and/or BTC gateway	\$0.215	N/A
Directory Assistance	_____	N/A	N/A (access to BTC database)	\$0.206 per call	N/A
Directory Assistance	BTC	N/A	N/A (access to database)	N/A	\$0.185 per call
Emergency Access Services	BTC			\$0.022 Per minute	N/A

¹ Includes inbound international.

² Not applicable when \$0.06 Inter Island rate has already been applied to the same call

Transit	BTC			0.035	
Domestic (Intra Island Inter-island)	BTC			0.035	
International	BTC			0.035	
Mobile	BTC			0.035	

3.2 Changes to Interconnection Rates

3.2.1 If and when _____, consistent with the terms of applicable Licences, provides inbound international service, BTC and _____ will negotiate charge for the delivery of inbound international calls destined for BTC subscribers.

3.2.2 Notwithstanding any other provision of this Agreement to the contrary, BTC and _____ agree to enter into good faith negotiations to consider amending and updating the Interconnection rates listed in this Schedule B, as necessary or appropriate, (a) upon the adoption by the Authority of a BTC rate rebalancing, access deficit charge or universal service charge.

3.3 Transit Services (Third Party)

The transit service will be provided by BTC to the _____, in accordance with the terms and condition of this agreement.

3.3.1 The PSTN Transit Service will provide conveyance of Calls from the OLO PSTN Subscriber Connections or the OLO Mobile Subscriber Connection destined for

- (a) a Domestic Third Party PSTN Telecom Provider Subscriber Connections,
- (b) a Mobile Telecom Provider Subscriber Connection
- (c) an International Third Party Provider subscriber Connection

Connection from the Point of Connection defined by the Joining Service via BTC's PSTN to the Point of Handover for collection by (a) the Domestic Third Party PSTN Telecom Provider, (b) a Third Party Mobile Telecom Provider, (c) an International Third Party Provider.

- 3.3.2 Valid number ranges for the Third party PSTN provider will be provided to BTC by the Third Party provider. BTC will not convey any calls that do not comply with this requirement.
- 3.3.3 The transit service can only be provided in conjunction with the Joining service.
- 3.3.4 BTC will be responsible for the metering and billing necessary to charge the _____ for all calls passed by the _____ to a Domestic third Party PSTN provider, third party Mobile provider, an International third Party Provider via BTC PSTN using the Transit service.
- 3.3.5 _____ will deliver traffic in Trunk groups at points of connection where the Transit service is offered.

The tariff for charges for the Transit service are specified in the table in 3.1 (Interconnection Rates) in Schedule B herein.