
PART E DATA SERVICES

Item 505 Very Small Aperture Terminal Service

1. Service Description

1. This item is subject to the terms and conditions of Item 500 of this Tariff.
2. Very Small Aperture Terminal ("VSAT") Service provides for the transmission and reception of data only messages between the Customer's Service Address and a Satellite Hub Provider.
3. Installation and monthly charges apply. A Site Survey is also required.
4. Initial Term available for VSAT Services: 1 year.

2. Definitions

"Satellite Hub Provider" or "Hub Provider" is a Carrier that operates a telecommunications network, which provides for the transmission and reception of telecommunications using low earth orbiting and medium earth orbiting satellites.

"Satellite" is the satellite through which the Customer has arranged with the Hub Provider to provide data transmission services.

"Site Survey" is the survey of the Customer's Service Address to determine its suitability for the installation of a VSAT under this Tariff Item.

"Very Small Aperture Terminal" or "VSAT" are earth terminals using small antennas (1.5 to 6 feet in diameter).

3. Terms and Conditions

- 1) The provision of VSAT Service is subject to an Initial Term agreed between C&W and the Customer. After the Initial Term, C&W will continue to provide VSAT Services until terminated by either party giving at least one month's prior written notice to the other.

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- 2) If the Customer terminates the VSAT Service during the Initial Term, remaining charges due for the Term shall be charged by C&W on the next Bill.
- 3) C&W is only obliged to provide facilities between the Customer's Service Address and the Satellite which, when combined with the facilities provided by the Hub Provider will establish a communications path to and from the Customer's Service Address.
- 4) The Customer is responsible for ensuring that the Hub Provider provides such facilities as are necessary or appropriate to enable C&W to provide VSAT Services and the Customer shall comply with all terms and conditions imposed by such Hub Provider.
- 5) C&W does not have any responsibility for any acts, omissions, neglect or default of the Hub Provider or for any failure to provide the VSAT Service which is due to the act, omission, default or neglect of such Hub Provider.
- 6) If the Customer reports a failure or impairment in the provision of the VSAT Services, C&W shall use commercially reasonable efforts to restore the VSAT Services to correct the impairment as soon as reasonably practicable following the Customer's notification of the same.
- 7) In the event that the Customer prevents or delays maintenance services from being carried out, C&W reserves the right to charge the Customer for its reasonable costs and expenses incurred in connection therewith.
- 8) Should the Customer report trouble which C&W subsequently determines was not due to C&W's Equipment or Services, C&W will invoice the Customer for its involvement in responding to the trouble report.
- 9) C&W shall retain ownership of all Equipment provided under this Item.

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- 10) The average data rate shall not exceed 2.4 kbps in any period of 24 hours.
- 11) The Customer shall not use or allow the VSAT Service to be used for the transmission of voice data or voice messages.
- 12) The Customer shall not connect to the PSTN at either the local or distant end.
- 13) The Customer shall not resell part or all of the VSAT Service.

4. Rates and Charges

The following rates and charges shall apply:

	Service/Installation Charges	Monthly Charges
VSAT Services	\$2,075.00	\$1,162.00
VSAT Site Survey	\$500.00	n/a