



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G OF 2026

BETWEEN

DATALINK, LTD.

PLAINTIFF

AND

INFINITY BROADBAND, LTD

DEFENDANT

WRIT OF SUMMONS

TO: Infinity Broadband, Ltd, trading as C3, of 409 Walkers Road, George Town, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court office, PO Box 495G, George Town, Grand Cayman the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 15th day of May 2026

NOTE - This Writ may not be served later than four calendar months (or, if leave is required to effect service out of the jurisdiction, six months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

THE PARTIES

1. The Plaintiff, DataLink Ltd., is a Cayman Islands company which is a wholly-owned subsidiary of Caribbean Utilities Company Ltd. (**CUC**) and which has the right to attach to the designated communications space on the poles owned by CUC, and to sub-license to other parties the right to attach to that space.
2. The Defendant, Infinity Broadband Ltd, which trades under the name "C3 Pure Fibre", is a Cayman Islands company which provides fibre optic telecommunications services, including phone, internet and television services, within the Cayman Islands.
3. The Defendant is a sub-licensee of the Plaintiff for the purpose of making permitted attachments within the communications space on the poles, as described above.

THE CONTRACTUAL DEBTS

4. On 13 July 2022, the Defendant entered into a Master Pole Joint Use Agreement (**Second MPJUA**, as previously defined in Cause No: G 98 of 2023) with the Plaintiff.
5. By Clause III. C. of the Second MPJUA, the Defendant is obliged to make payment on the invoices it receives from the Plaintiff within 30 days of receipt.
6. Since 29 May 2023, being the date the Plaintiff commenced Cause No: G 98 of 2023 (**Original Proceeding**) against the Defendant, the Defendant has not paid invoices to the Plaintiff pursuant to the Second MPJUA totalling CI\$408,331.70. For the avoidance of doubt, that figure does not include any sum claimed in the Original Proceeding.
7. By Clause III. F. of the Second MPJUA, the Defendant is further liable to pay interest to the Plaintiff in respect of any invoice remaining unpaid after 60 days at the rate of 1.5% per month, calculated from the date on which it fell due for payment pursuant to Clause III. C. of the Second MPJUA as aforesaid.
8. The Defendant has breached the Second MPJUA by failing to pay the Plaintiff the aforesaid debts within the prescribed timeframe, as applicable, or at all.
9. In the premises, the Plaintiff claims the the sums due under the outstanding invoices issued pursuant to the Second MPJUA since 29 May 2023, being the sum of CI\$408,331.70; and interest on such sums at the contractually prescribed rate of 1.5% per month.

UNJUST ENRICHMENT OF THE DEFENDANT

10. Alternatively, insofar as the Second MPJUA is declared void, the Plaintiff is entitled to payment on a quantum meruit basis for the value of the services and materials that it has provided to the Defendant in connection with the Defendant's attachments to the poles since 29 May 2023 in order to reverse the unjust enrichment of the Defendant.
11. Since that date, the Defendant has enjoyed the benefit of the Plaintiff providing it with the use of the space on the poles which the Defendant's existing attachments occupy, and the ongoing maintenance of the poles by the Plaintiff to facilitate such use (**Services**), but the Defendant has made no payment to the Plaintiff for the Services.
12. The Defendant had no expectation of the Plaintiff providing the Services to it gratuitously. The Defendant entered into the Second MPJUA on the basis that it would pay the Plaintiff for such Services at the rates provided therein.
13. The Plaintiff and the Defendant further expected that the Defendant would pay an annual attachment fee for the Services, calculated by reference to the number of existing attachments that it wished to maintain on the said poles.
14. Accordingly, the Defendant has been unjustly enriched at the expense of the Plaintiff by the Defendant having received the benefit of the Services without having paid for them.
15. The Plaintiff avers that the rates provided in the Second MPJUA reflect the market value of the Services during the period to which that agreement was intended to apply, and thus the sums to which it is entitled on a quantum meruit basis. For the avoidance of doubt the Defendant was unable to obtain the Services from any party other than the Plaintiff.
16. Insofar as the Second MPJUA is declared void, the Plaintiff is further entitled to, and does, claim interest pursuant to s.34 of the Judicature Act (2021 Revision) on the sum found due to it for the Services. The Plaintiff has requested payment by the Defendant in respect of the Services from the date of issue of each invoice relating thereto, and is entitled to such interest from the date of the relevant invoice.
17. In the premises, the Plaintiff seeks restitution of the value of the benefits conferred upon the Defendant in the following sums:
 - (a) \$CI 408,331.70 for the Services provided in the period 29 May 2023 to 14 May 2026; and

- (b) \$CI 15,275.30 in respect of interest accrued from the date of issue of each relevant invoice up to and including the date of this Statement of Claim, and interest at the prescribed rate thereafter until payment is made.

AND THE PLAINTIFF CLAIMS:

- A. the sums due under the outstanding invoices which the Plaintiff has issued to the Defendant pursuant to the Second MPJUA since 29 May 2023, being the sum of CI\$ 408,331.70; and
- B. interest on such outstanding invoices as at 14 May 2026 at the aforesaid contractually prescribed rate of 1.5% per month, in the sum of CI\$ 111,381.21 and accruing at a daily rate of CI\$ 204.17 thereafter;
- C. alternatively, the sum of CI\$ 408,331.70 by way of restitution of the unjust enrichment of the Defendant for the value of the Plaintiff's Services rendered between 29 May 2023 to 14 May 2026, plus interest at the statutory rate, accruing from the date of issue of each relevant invoice to the Defendant.

Dated this 15th day of May 2026



APPLEBY (CAYMAN) LTD.

THIS WRIT AND STATEMENT OF CLAIM was filed by Appleby (Cayman) Ltd., of 9th Floor, 60 Nexus Way, Camana Bay, PO Box 190, Grand Cayman KY1-1104, Cayman Islands (Ref: ASJ/SK/318542.0019), Attorneys-at-Law for the Plaintiff, whose address for service is that of its said attorneys.

NO. 8**Acknowledgment of Service of Writ of Summons (O.12, r.3)****DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If A Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does

not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for Notes for Guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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DATALINK, LTD.

PLAINTIFF

AND

INFINITY BROADBAND, LTD

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important.

Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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1. State whether the Defendant intends to contest the proceedings (tick appropriate box)

YES ☐

NO ☐

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2. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box).

YES ☐

NO ☐

Service of the Writ is acknowledged accordingly

(Signed) _____

Attorney for

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Appleby (Cayman) Ltd., of 9th Floor, 60 Nexus Way, Camana Bay, PO Box 190, Grand Cayman KY1-1104, Cayman Islands (Ref: ASJ/318542.0019).

Indorsement by Defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.