

LIME. For Living. Everyday.

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7 April 2011

Mr. Aldwyn Ferguson
Acting Coordinator
National Telecommunications Regulatory Commission
Grand Anse
St. George's

Dear Mr. Ferguson:

Re: Internet Exchange Point Agreement and MOU

Cable & Wireless Grenada Ltd., t/a LIME ("LIME") is pleased to provide the following comments in response to the Commission's Consultation Document on the above subject.

LIME is committed to implementing an Internet Exchange Point ("IXP") in Grenada in the shortest possible timeframe, and has been working with Columbus Communications (Grenada) Ltd. ("Flow") to this end. For the most part, the documents published reflect the agreement we believe we have reached with Flow.

Peering would occur in two steps. First, Internet Service Providers ("ISPs") would connect to the IXP switch on a Layer 2 basis, using a GigE connection. These arrangements would provide the underlying connectivity that will support peering. Second, actual peering, that is, the exchange of traffic among each pair of ISPs, would be done on a Layer 3 basis, after that pair of ISPs executes a "peering agreement". Because of the amount of inter-network traffic in Grenada, no more than 10 Mb, or at most 100 Mb, would be required for the peering interconnection.

With respect to the Internet Exchange Agreement, LIME notes that a couple of its clauses are inconsistent and do not reflect the intent or purpose of the IXP. Our objective is to ensure "local" traffic, in other words, traffic originating on one ISP's network and destined to the other ISP's network, remains in Grenada. This means the IXP is not intended, and indeed is not designed, to carry transit traffic. While clause 3(2) reflects this objective, clause 3(4) is not clear. Accordingly, LIME submits that clause 3(4) must be re-drafted to read:

4. The Parties shall prevent routing of Transit Traffic.

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If two ISPs wish to make arrangements to exchange Transit Traffic, they can do so via a separate arrangement specifically designed for that purpose, and pursuant to a separate agreement. It would be inappropriate, however, for an IXP that is established for the public interest to be used for these purposes.

With respect to the MOU itself, LIME notes that it is intended to bring all ISPs into a common organization governing the operation of the IXP. This organization could be an association of ISPs, or a separate legal entity, and either model has its advantages or disadvantages. In either case, though, the MOU currently provides for licensed ISPs to be full "Members", and all other parties to be "Associate Members". Some of these Associate Members may have an interest in contributing to the costs of operating the IXP. In order to give them the flexibility of doing so, LIME recommends that the last sentence of clause 3(1) of the MOU be re-drafted to read:

However, they do not have a right to vote at meetings and are not required to share in the costs of the GREX.

Should you have any questions, please do not hesitate to contact me.

Yours faithfully,


Andrew Millet
General Manager

c.c. Mr. Embert Charles, Managing Director, ECTEL
Mr. Gerard Borely, CFO, LIME