

## CONSULTATION DOCUMENT

### INTERNET EXCHANGE POINT AGREEMENT AND MOU

March 2010

1. The National Telecommunications Regulatory Commission is in receipt of a submission from Cable & Wireless (Grenada) Limited and Columbus Communications (Grenada) Limited containing Internet Exchange Point Agreement and MOU.
2. A copy of the Draft Internet Exchange Point Agreement and MOU is attached.
3. The submission of comments for this document will be on or before April 7<sup>th</sup>, 2011.
4. Following the Comments period, Cable & Wireless and Columbus Communications along with the NTRC will review and finalize the documents for signing.
5. All responses to this Consultative Document should be written and hand delivered or send by post, fax or email **no later** than 4:00 pm on April 7<sup>th</sup>, 2011 to: -

Coordinator  
NTRC  
P.O. Box 854  
Suite 7, Grand Anse Shopping Centre  
Grand Anse  
St. George's  
Fax: (473) 435-2132  
Email: [gntrc@ectel.int](mailto:gntrc@ectel.int)

## INTERNET EXCHANGE AGREEMENT

**THIS AGREEMENT** is dated the \_\_\_\_ day of \_\_\_\_\_ 2011.

### **BETWEEN:**

- (1) Cable & Wireless Grenada Limited, trading as LIME, a company incorporated under the laws of Grenada and whose registered office is at The Carenage, St. George's, Grenada ("LIME"); and
- (2) Columbus Communications (Grenada) Limited, trading as Flow, a limited liability company duly incorporated and existing under the laws of Grenada having its registered office at Lucas Street, St. George's, Grenada ("Flow")

(each a "**Party**" and together "**the Parties**")

### **WHEREAS:**

- (A) The Parties each provide services to users of the Internet and each owns a communications network running TCP/IP and other Internet protocols.
- (B) The Parties wish to co-operate in areas including IP Traffic exchange, support for interconnect infrastructure and operational co-ordination in order to improve their service to their customers.

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

#### **1. Interpretation**

1. The following provisions shall have effect for the interpretation of this Agreement, unless the context otherwise requires.
  - 1.1. "**Affiliate**" means any person or entity controlling, controlled by or under common control with either Party;
  - 1.2. "**Autonomous System**" means a Network or a group of connected Networks which has a single routing policy;
  - 1.3. "**Border Gateway Protocol**" or "**BGP**" means the standard inter-Autonomous System routing protocol, with support for both route aggregation and classless inter domain routing ("**CIDR**"), in force as at the date of this Agreement or as subsequently modified or replaced from time to time;
  - 1.4. "**GREX Working Group**" means the association of ISPs and other interested parties established to implement and operate an Internet exchange point in Grenada;
  - 1.5. "**IP**" means Internet Protocol, a method or protocol by which datagrams are carried across a communications network;

- 1.6. “**Interconnection Point**” means the Grenada Internet Exchange (GREX) established by the GREX Working Group, at which Internet Service Providers may interconnect their Networks using common physical and data-link level media;
- 1.7. “**Internet Service Provider**” or “**ISP**” means a person licensed by the National Telecommunications Regulatory Commission to provide Internet services in Grenada;
- 1.8. “**Network**” means a communications network running Transmission Control Protocol/Internet Protocol (“**TCP/IP**”) and other Internet protocols;
- 1.9. “**Peering Session**” means the exchange of BGP signalling information and of Traffic in both directions across an Interconnection Point to which each Party has connected a router;
- 1.10. “**Routed Network**” means a Network identified by a public IP network prefix and mask pair which is advertised in a Peering Session by one Party and which relates to one of its own Networks, or to one of its customer’s Networks, or to a Network belonging to anyone with whom that Party has an agreement to advertise their Networks;
- 1.11. “**Third Party Network**” means any Network which is not one of either Party’s Routed Networks;
- 1.12. “**Traffic**” means IP datagrams originating on IP Addresses assigned to the Party’s Network in Grenada and destined for IP Addresses assigned to the other Party’s Network in Grenada;
- 1.13. “**Transit Traffic**” means either IP datagrams originating on IP Addresses assigned to a Party’s Network in Grenada but destined for IP Addresses assigned to Third Party Networks, or IP datagrams originating on Third Party Networks and destined for IP addresses assigned to a Party’s Network in Grenada.
2. Any reference to laws or statutory provisions, regulations or policies shall be construed as a reference to those provisions, regulations or policies as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which there are re-enactments (whether with or without modification).
3. References to “this Agreement” or to any other agreement or document referred to in this Agreement are to this agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time.
4. Reference to the Parties are to the Parties to this Agreement and include their respective permitted assignees and/or, in the case of other persons, successors in title to substantially the whole of their respective undertakings.
5. References to persons shall include bodies corporate and unincorporated associations, partnerships and individuals.
6. References to the singular shall include the plural and vice versa.

7. Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall be ignored in construing the same.
8. The following Schedules form part of and are incorporated into this Agreement. In the event of a conflict between a Schedule and the Clauses of this Agreement, the Schedules shall prevail.
  - 8.1. Schedule A – Operational Requirements
  - 8.2. Schedule B – Interconnection Point
  - 8.3. Schedule C – Routing Exceptions
  - 8.4. Schedule D – Contact Information

## 2. **Scope**

1. This Agreement shall apply only to Peering Sessions between the Parties' respective Networks.

## 3. **Connectivity and Network Peering**

1. The Parties agree to establish Peering Sessions between their respective Networks at the Interconnection Point set out in Schedule C, provided each Party meets the operational requirements set out in Schedule A. Each Party shall provide, at its own expense and upon a mutually agreed timetable, a connection from its Network to the Interconnection Point.
2. The Parties agree that the BGP signalling information and the Traffic exchanged in a Peering Session will be for the Routed Networks of each Party only. Furthermore, neither Party will use the Peering Session, or cause it to be used, for Transit Traffic.
3. The Parties agree that the BGP signalling information exchanged in each Peering Session will include all of the Parties' Routed Networks except as agreed and set out in Schedule D.
4. Either Party may at its discretion prevent routing of Transit Traffic.
5. Where permitted by law, either Party may filter Traffic on its Network if there are reasonable technical, security or legal concerns for the integrity and operation of its Network. In the event of a threat to the integrity and operation of its Network, either Party may, subject to giving reasonable prior notice and requesting the other Party to take action to remedy or control an event that threatens the operation of the first Party's network, suspend the Peering Session between the Networks. Once the event giving rise to the suspension is remedied the Parties shall re-establish the Peering Session.
6. Neither Party will establish a route of last resort directed towards the other Party's Network.
7. Neither Party will advertise the other Party's Routed Networks, using BGP or otherwise, on the wider global Internet to its upstream Internet peers and providers.

## 4. **Settlement**

1. Except as otherwise provided for hereunder, the exchange of Traffic under this Agreement will be free of charges and settlement free.

2. The Parties may charge for the exchange of Traffic where:

2.1. mutually agreed by both Parties; or

2.2. regulatory changes require a charge to be made.

**5. Term and Termination**

1. This Agreement shall come into force on the date of execution and shall continue in force for an initial term of twenty four (24) months and shall continue thereafter unless terminated at any time by either Party giving to the other Party ninety (90) days' written notice thereof such notice not to expire before the end of the initial term.

2. Without prejudice to any other rights or remedies either Party may have either under this Agreement or at law, either Party may terminate this Agreement immediately by serving notice in writing on the other Party:

2.1. in the event that either Party is in default in its performance or observance of any of its material obligations under this Agreement, and, in the case of a remediable breach, fails to remedy the breach within thirty (30) days of receipt of such notice; or

2.2. an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against either Party, or if a receiver or trustee in bankruptcy is appointed over the other Party's estate, or a voluntary arrangement is proposed or approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the other Party's assets or undertakings, or a winding up resolution or petition is passed or presented (otherwise than for the purposes of a bona fide reconstruction or amalgamation), or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding-up order; or

2.3. in the event of a force majeure event that continues for a period exceeding three (3) months.

3. This Agreement shall be automatically terminated upon a Party ceasing to be a Member of the GREX.

4. Where notice of termination is issued in accordance with this clause 5, the Party issuing such notice shall simultaneously issue a copy of that notice to the NTRC.

5. The termination of this Agreement, in whole or in part, for any reason shall be without prejudice to the rights, liabilities and obligations of the Parties accruing up to and including the date of termination.

**6. Customer Relations and Administration**

1. Each Party will be responsible for communicating with its own customers with respect to its Network.

2. Where either Party receives reports from its customers of bona fide problems in relation to the other Party's Network, then the receiving Party shall use reasonable endeavours,

following the operational procedures set out in Schedule A, to notify the other Party promptly of such problems.

3. It is the responsibility of each Party to prevent the exchange of BGP signalling information and of Traffic for all of its customers who do not desire public Internet access.
4. Each Party will independently establish the charges to its own customers for the services provided in connection with this Agreement.

## **7. Customer Transmitted Data**

1. Where permitted by law, each Party may monitor or capture Traffic which passes through the Interconnection Point. Each Party shall keep all data it gathers hereunder confidential and shall use such data solely for such purposes as are authorized by the Telecommunications Act.
2. Neither Party shall modify their Network or the Interconnection Point in any way to capture any Traffic, except as allowed in 7.1 above or in accordance with an appropriate warrant, court order or other statutory obligation.
3. Except as otherwise agreed between the Parties and with third parties as appropriate, or as ordered by a court or other competent regulatory authority, neither Party shall provide to third parties any statistical information itemised by service provider, by company or by IP address, provided, however, that each Party may provide its customers with the customers' own statistical data.
4. During the term of this Agreement, each Party shall ensure that any collation, retrieval and use of any personal data of any of its customers pursuant to this Agreement shall not breach any relevant laws or regulations including any data protection laws.

## **8. Warranties**

1. Each Party warrants to the other Party that:
  - 1.1. it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder;
  - 1.2. the execution of this Agreement by such Party and the performance by such Party of its obligations and duties hereunder do not and will not violate any agreement to which such Party is a Party or by which it is otherwise bound;
  - 1.3. when executed and delivered by such Party, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
  - 1.4. they will remain members, and comply with all requirements, of the GREX Working Group or any successor organization, for the term of this Agreement
2. Save as expressly set out in this Agreement all warranties, representations and agreements, whether oral or in writing and whether express or implied, either by operation of law or otherwise are hereby expressly excluded to the maximum extent permitted by law.

9. **Force Majeure**

1. Neither Party shall be liable for any loss, damage, failure to perform or delay in performing all or any obligations under this Agreement if such loss, damage, failure or delay is due to fire, flood, earthquake, strike, labour trouble or other industrial disturbance (of its own or other employees), war (declared or undeclared), embargo, blockage, legal prohibition, riot, insurrection or any other event beyond the reasonable control of such defaulting Party, which prevents or delays the performance of such obligation, provided that such obligation shall be performed immediately upon the cessation of such cause.

10. **Limitation of Liability**

1. The following provisions set out the entire liability of each Party (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the other Party in respect of direct losses flowing from:
  - 1.1. any breach of its contractual obligations arising under this Agreement; and
  - 1.2. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement or for breach of statutory duty or in any other way.
2. Any act or omission on the part of a Party or its employees, agents or sub-contractors falling within Clause 10.1 above shall for the purposes of this Clause 10 be known as an “**Event of Default**”.
3. A Party’s liability to the other Party for death or injury resulting from that Party’s own or that of its employees’, agents’ or sub-contractors’ negligence shall not be limited.
4. Subject to the provisions of Clause 10.3 above, the entire liability of a Party to the other Party in respect of any Event of Default or series of Events of Default shall be limited to damages of an amount equal to fifty thousand United States Dollars (US \$50,000.00) in any one period of twelve (12) months.
5. Subject to the provisions of Clause 10.3 above, a Party shall not be liable to the other Party in respect of any Event of Default for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings) or any loss of goodwill or reputation, or any type of special, indirect or consequential loss as a result of an action brought by the other Party or a third Party even if such loss was within the contemplation of the Parties at the date of this Agreement or the Party had been advised of the possibility of the other Party or third Party incurring the same.
6. Each Party hereby agrees to afford the other Party not less than thirty (30) days in which to remedy any Event of Default hereunder.
7. Nothing in this Clause 10 shall confer any right or remedy upon a Party to which it would not otherwise be legally entitled and the provisions of this Clause 10 shall continue notwithstanding the termination of this Agreement.
8. The interconnection allows each Party to use the Network of the other Party to link to Internet hosts which are customers of that other Party. Each Party acknowledges and agrees that the other Party has no effective control over the materials accessible on nor

the quality of the service obtainable through the Networks, services and materials of its customers, and thus is not responsible in any way for any other part of such Networks, services and materials.

#### **11. Confidentiality**

1. Each Party agrees to keep confidential and use only for the purpose of exercising and performing its respective rights and obligations under this Agreement all plans, designs, drawings, trade secrets, business and other confidential information which are disclosed or made available by one Party to the other (“**Confidential Information**”). Each Party undertakes not to disclose to any third Party other than the Committee or a Member of the GREX such Confidential Information without the express written consent of the other.
2. No obligation of confidentiality under this Clause 11 shall apply to Confidential Information which:
  - 2.1. is already in the possession of the receiving Party; or
  - 2.2. is obtained by the receiving Party from a third Party who is under no obligation of confidence to the Party whose Confidential Information is disclosed; or
  - 2.3. enters the public domain other than by reason of any breach of this Agreement; or
  - 2.4. is disclosed without restriction by the disclosing Party; or
  - 2.5. is disclosed in compliance with a law or an order of the court or competent regulatory authority.
3. Subject to Clause 16, each Party shall have the right to publicise that the other Party owns a Network with which it peers.
4. The text of this Agreement itself and its Schedules are Confidential Information within the meaning of this Clause 11.

#### **12. Assignment**

1. Neither Party shall otherwise transfer or assign its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed; except that either Party may assign this Agreement to an Affiliate of such Party.
2. Within sixty (60) days of an approved assignment or change in control of a Party, the other Party shall have the right to terminate this Agreement immediately by written notice if the approved assignee or Party subject to the change in control is not in compliance with this Agreement in accordance with Schedule A.
3. Should either Party to this Agreement transfer any substantial proportion of its Network to another person or entity in a manner which materially diminishes the size of that Network below that at the time of execution of the agreement, or materially increases the proportion of costs borne by the other Party, then the other Party may terminate this Agreement.

**13. Authorisations**

1. All undertakings and obligations assumed hereunder by either Party are subject to all applicable existing and future laws, rules and regulations, and are further subject to the issuance and continuance of all necessary governmental licenses, waivers, consents, registrations, permissions and approvals.

**14. Non-Exclusivity**

1. This Agreement shall not prohibit or restrain either Party from entering into similar agreements or relationships with third Parties.

**15. Regulatory Approval**

1. In the event that this Agreement, or any of the terms hereof, become subject to regulatory approval or authorisation, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary to complete any required filing or application to obtain such regulatory approval or authorisation.

**16. Public Announcements**

1. The Parties will co-operate to make appropriate public announcements of the relationship set out in this Agreement. No Party will make any separate public announcement without the prior consent of the other Party, such consent not to be unreasonably withheld or delayed.

**17. Invalidity**

1. If at any time any one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any relevant laws, regulations or policies, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired. The Parties will attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.

**18. Waiver and Variation**

1. There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving Party.
2. No omission or delay on the part of a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.
3. No variation to this Agreement shall be effective unless made in writing and signed by the Parties.

**19. Notices**

1. Any notice, demand or other communication to be served under this Agreement may be served upon a Party by posting by first class post or delivering or sending the same by electronic mail to the addresses provided, and confirmed by facsimile transmission to the

Party to be served at the address or facsimile number referred to in Schedule E or at such other address or number as it may from time to time notify in writing to the other Party.

2. A notice, demand or other communication:
  - 2.1. served by first class post shall be deemed duly served forty-eight (48) hours after posting;
  - 2.2. served by delivery shall be deemed duly served upon delivery; and
  - 2.3. sent by facsimile transmission shall be deemed to have been served at the time of transmission,and in proving service of the same notice it will be sufficient to prove:
  - 2.4. in the case of a letter served by first class post, that such letter was properly stamped or franked first class, addressed and placed in the post;
  - 2.5. in the case of a letter served by delivery, that such letter was properly addressed and handed to the addressee or any of its officers or other agents; and
  - 2.6. in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred to in Schedule E.

**20. No Partnership**

1. Nothing herein shall be taken to constitute a partnership between the Parties or the appointment of one of the Parties as agent for the other.

**21. Further Assurances**

1. At all times after the date of this Agreement the Parties shall at their own expense execute all such documents and do such acts and things as may reasonably be required for the purpose of giving full effect to this Agreement.

**22. Counterparts**

1. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**23. Dispute Resolution**

1. In the event any dispute arising out of or related to this Agreement, or the breach, termination or validity thereof cannot be resolved to the satisfaction of both Parties, then each Party shall nominate one senior officer with the rank of managing director or senior manager as its representative for the purpose of attempting to resolve the dispute. The representatives shall meet and shall attempt in good faith to resolve the dispute. Such representatives shall have ten (10) business days from the date on which either Party delivers written notice of the need to resolve any dispute pursuant to this Clause 22. If the dispute is not resolved within this period, the dispute shall be referred for conciliation or to mediation, and if still not successful within thirty (30) days of referral, shall be further referred to arbitration in accordance with the provisions of the Arbitration Act Cap. 19 of the 1990 Revised Laws of Grenada or any statutory modification or re-enactment thereof

for the time being in force. Notwithstanding the foregoing, this Clause shall not be construed to prevent either Party from seeking and obtaining any other remedy pursuant to this Agreement.

**24. No Third Party Beneficiaries**

1. Notwithstanding any other provision in this Agreement, a person who is not a party to this Agreement shall have no rights to rely upon or enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available.

**25. Costs**

1. Save as expressly otherwise provided in this Agreement, each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement.

**26. Entire Agreement**

1. This Agreement (together with any documents referred to herein) constitutes the entire agreement between the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representations, warranty or understanding promise or assurance (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

**27. Governing Law and Submission to jurisdiction**

1. Save where relevant laws, regulations or policies require the contrary, this Agreement shall be governed by and construed in accordance with the laws of Grenada and English shall be the governing language of this Agreement.
2. Subject to Clause 22, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Grenada for the purpose of hearing and determining any dispute arising out of this Agreement and for the purpose of enforcement of any judgment against their respective assets.
3. The Parties agree that service of any writ, notice or other document for the purpose of any proceedings in such court shall be duly served upon it if delivered or sent by registered post to the address referred to in Schedule D.

**EXECUTED** by the Parties as an Agreement

**SIGNED** for and on behalf of

**Cable & Wireless Grenada Limited**

by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:

\_\_\_\_\_

Name:

**SIGNED** for and on behalf of

**Columbus Communications (Grenada)  
Limited**

by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:

\_\_\_\_\_

Name:

## **SCHEDULE A – OPERATIONAL REQUIREMENTS**

### **A-1. General**

A-1. Within thirty (30) days of the Date of this Agreement and throughout the term of this Agreement, the Parties agree to cooperate and negotiate in good faith to create and adopt mutually agreeable performance and operational standards and procedures in order to facilitate the exchange of high quality, cost effective services utilizing each Party's Network and the Interconnection Points.

A-2. The Parties will use reasonable endeavours to observe standards of Best Common Practice, such as the IETF BCPs as part of the agreed performance and operational standards and procedures referred to in A-1.1. The Parties will use reasonable endeavours to conform to any such relevant standards in force at each Interconnection Point. If a Party does not conform to such relevant standards, the other Party may treat this as a remediable breach under clause 5.2.1 and follow the procedure set out in Clause 5.2.

### **A-2. Infrastructure**

A-1. Each Party represents that the Interconnection Points are connected as part of an internal Network.

A-2. The data rate at which the Parties will connect hereunder is set forth in Schedule B or Schedule C attached hereto. Each Party's backbone Network behind the Interconnection Points shall have at least the same aggregate capacity as the link to the Interconnection Points unless otherwise noted in Schedule B or Schedule C. Each Party shall note on the appropriate schedule if a Committed Information Rate ("CIR") on a specific backbone circuit is lower than the capacity of its connection to the Interconnection Point.

### **A-3. Emergency and routine maintenance:**

A-1. Each Party will exercise commercially reasonable efforts to achieve a mean time to repair (over any three (3) month period) of four (4) hours or less for all outages at any Interconnection Point. The Parties will cooperate with each other in each Party's efforts under this Paragraph.

A-2. Each Party will provide notice of all scheduled maintenance that could cause end-to-end connectivity loss across the Party's Network or at any Interconnection Point of more than five (5) minutes for any user. Each Party will give the other Party reasonable prior notice of any scheduled maintenance that is expected to result in thirty (30) minutes or more of end-to-end connectivity loss across the Party's Network or at any Interconnection Point.

A-3. Each Party agrees to maintain an effective designated point of contact available 24 hours/day and 7 days/week. The contact details are set out in Schedule E and each Party agrees to provide the other with any updates to these details in a timely fashion. Where a Party is not able to provide such a point of contact the other Party shall not be

obliged to notify that Party where it is necessary to suspend a Peering Session for protection of their Network.

- A-4. Each Party will, at its own expense and on a reasonable effort basis, cooperate with the other so as to maintain the smooth operation of the Peering Sessions. The Parties shall develop mutually agreed upon operational procedures for the interworking of their respective Networks, including, without limitation, problem management information exchanges and escalation procedures for addressing unscheduled outages or emergency maintenance.
- A-5. The Parties shall cooperate to ensure that their respective customers shall not disrupt the other Party's Network, or any equipment, systems or services forming a part of or provided on that Network.
- A-6. For the purposes only of this Schedule A, written notice shall include notice delivered by electronic mail to the e-mail address of each Party set out in Schedule E.

**A-4. Routing.**

- A-1. Each Party shall register the routes, routing domains, and routing policies of its Routed Networks in a public Internet Routing Registry. Each Party shall exercise good faith efforts to ensure that the registered configuration and the actual configuration of its Routed Networks match as soon as reasonably possible after any change.
- A-2. The Parties shall announce the same routes at Peering Sessions at each Interconnection Point. Each Party shall ensure that the BGP attributes of each route it announces in each Peering Session are identical to those of that route in all other Peering Sessions, with the exception of the 'next-hop' attribute, the 'MED' or 'Metric' attribute and the 'Community' attribute.
- A-3. Each party will have its own Public 2 Byte ASN [Autonomous System Number]
- A-4. Each Party may practice route flap dampening measures consistent with widely accepted Internet standards or acceptable use standards. Each Party agrees to use its reasonable endeavours not to generate unnecessary route flap.
- A-5. Each Party agrees not to advertise unnecessarily specific routes in its Peering Sessions.
- A-6. Each Party agrees not to advertise routes with a next-hop other than that of one of its own routers.
- A-7. Each Party agrees, on all interfaces connected to an Interconnection Points, to disable: Proxy ARP, ICMP Redirects, Directed Broadcasts (as per IETF RFC 2644), IEEE802 Spanning Tree, Interior Routing Protocol Broadcasts, and all other MAC layer broadcasts except ARP. The Parties undertake to disable all proprietary discovery protocols (e.g. CDP, EDP).

- A-8. Each Party will ensure its use of the Interconnection Points at all times conforms to the relevant standards as laid out in IETF STD0001 and associated IETF STD documents as amended or replaced from time to time. If a Party's use of the Interconnection Points does not conform to such relevant standards, the other Party may treat this as a remediable breach under clause 4.2.1 and follow the procedure set out in clause 4.2.
- A-9. One party will be required to provide the IP addresses for the Peering link. This will typically be a /30 network segment for IP version 4, and an equivalent block of IP addresses for IP version 6 when applicable.
- A-10. Each party agrees to advertise only local (in country) routes via the Peering sessions.
- A-11. Each Party agrees, on all interfaces connected to an Interconnection Point, to ensure that the MTU (Maximum Transmission Unit) does not exceed 1500 bytes for IP version 4, and an appropriately relative MTU or Minimum Transmission Unit, or enable MTU discovery for the Peering link, for IP version 6 when applicable.

## **SCHEDULE C – ROUTING EXCEPTIONS**

### *Routing Exception - 1*

Party	Interconnection	AS	Route
Nature of Exception			

## SCHEDULE D – CONTACT INFORMATION

The parties agree to provide each other with timely updates to the following contact details

<b>24x7 Contact</b>	<b>LIME</b>	<b>Flow</b>
<i>Telephone no.</i>	(876) 968 9850	(473) 232-2001
<i>Fax no.</i>		(473) 230-3323
<i>Email address</i>	<a href="mailto:Jam.noc@lime.com">Jam.noc@lime.com</a>	<a href="mailto:noc@columbusgrenada.com">noc@columbusgrenada.com</a>
<b>Technical Contact</b>	<b>LIME</b>	<b>Flow</b>
<i>Name</i>	Edison Edward	Brent Mc Intosh
<i>Title</i>	Manager Technical Services	Regional Mgr. Network Services
<i>Telephone no.</i>	(758) 453 9877 (758) 484 0395	(473) 534-0766 (473) 230-2989
<i>Email address</i>	<a href="mailto:Edison.Edward@lime.com">Edison.Edward@lime.com</a>	<a href="mailto:bmcintosh@columbusgrenada.com">bmcintosh@columbusgrenada.com</a>
<b>Address for Notices</b>	<b>LIME</b>	<b>Flow</b>
<i>Name</i>		
<i>Title</i>	General Manager	Manager
<i>Address</i>	The Carenage St. George's, Grenada	Grenville Street, St George's St. George, Grenada
<i>Fax no.</i>	(473) 440 4134	(473) 230-3323