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19th July 2011

Mr. David Archbold,
Managing Director,
Information, Communication Technology Authority,
P.O. Box 2502GT,
3rd Floor Alissta Towers,
Grand Cayman.

Dear Mr. Archbold:

Re: Local Number Portability – Digicel’s Letter of 6 July 2011

Cable and Wireless (Cayman Islands) Limited, trading as LIME (“**LIME**”) notes that the Authority posted on 14 July 2011 on its website www.icta.ky various correspondence to it from the four members of the Local Number Portability (“**LNP**”) Consortium (the “**Consortium**”). LIME is submitting the following in response.

We are somewhat perplexed by some of the statements made by Digicel Cayman Limited (“**Digicel**”) in its letter of 6 July 2011. In past meetings of the Consortium, Digicel has insisted that they would spend no money until they had a signed contract with PortingXS and that they required a minimum of six (6) months from signature of contract in order to be ready to provide portability. In their 6 July 2011 letter, however, they state that they are “able to offer number portability in Cayman as of July 1”, although full implementation will apparently require “approximately 3 to 4 months”. While LIME is encouraged by these new statements, it is difficult to reconcile them with their prior statements made in the meetings of the Consortium.

LIME notes that Digicel claims to have issued a purchase order to Redknee on the basis of their 8 June 2011 version of the Business Process Rules (the “**Rules**”), and that additional delay and expense would be incurred if the final version of the Rules does not

match their 8 June 2011 version. The fact is that, while the Consortium did not accept the Digicel version of the Rules in its entirety, the Consortium did concede to Digicel a significant change: in an effort to compromise and reach a consensus with Digicel on the entire CRD Contract, the Consortium agreed to move from the consumer-friendly two-day mobile porting process favoured by LIME to the three-day mobile porting process requested by Digicel. LIME submits that this is the only change to the Rules proposed by Digicel on 8 June 2011 that was most likely to affect the timing and cost of Digicel's purchase order to Redknee – and it was accepted by the Consortium.

Notwithstanding this, Digicel was aware that the approach to decision-making in the Consortium was intended by the Authority to be by consensus, or majority vote where there is no consensus. This means there is no basis for Digicel to have believed that its version of the Rules would be accepted by the Consortium. Indeed the said Rules had been deliberated for over one (1) year and a version had been agreed by the "Business Process" committee of the Consortium, on which Digicel was represented at all material times, well before Digicel issued its June 8th version of the Rules. It had also been agreed, including by Digicel, that the Rules existing at the time of the issue of the RFP would not be amended in substance, although there could be the addition of matters not covered by the Rules issued then.

Logically then, any engagement of the vendor, Redknee, by Digicel, should have been based on the version of the Rules agreed by the "Business Process" committee of the Consortium, not on its June 8th version, if indeed at all. Digicel's apparent decision to engage Redknee on the basis of its June 8th version of the Rules demonstrates a lack of regard for the work of the Consortium, the other members of which have been working in good faith towards a successful implementation of LNP.

LIME also notes that most of Digicel's 6 July 2011 letter is devoted to arguments about the appropriateness of the contract with the Central Reference Database ("**CRD**") provider. Digicel highlights in particular "concerns" regarding clauses 3.1 and 8.1 of the CRD Contract. As an aside, LIME believes the reference to clause 8.1 may be a typographical error, as Digicel has in past raised comments about clause 8.2, not clause 8.1.

In any event, Digicel's 6 July 2011 letter amounts to an indirect request to the Authority to reconsider its 1 October 2010 "Decision on in Determination Request related to Allocation of Votes in the Number Portability Consortium" ("**Decision 2010-9**"). The changes that had been requested by Digicel to clause 3.1 and 8.2 related specifically to whether decisions of the Consortium and communication by the Consortium to the CRD vendor had to be unanimous or not. In this respect, Digicel has been quite consistent in Consortium meetings, and opposed to any decision-making methodology other than unanimity.

However, Digicel did not challenge Decision 2010-9 when it was first issued by the Authority.¹ Nor has it addressed any of the criteria put forth by the Authority in the past for deciding whether to reconsider a decision. Further, the Authority's decision-making methodology has been successfully applied by the Consortium on several occasions. After ten months, it is time to put the issue of the decision-making methodology to rest, and to remove any further excuses for delaying number portability in the Cayman Islands.

LIME submits that the four operators in the Consortium have applied the Authority's Decision 2010-9 decision-making methodology in the course of negotiating the CRD Contract with PortingXS. On that basis, the Consortium was able to send an "agreed" position to PortingXS for review, which PortingXS subsequently accepted on 8 July 2011. In other words, there is now an agreement between the members of the Consortium and PortingXS. All that remains now is for the members to sign, and in the Consortium meeting of 12 July 2011 three of the operators have indicated their willingness to do so.

However, Digicel has publicly stated, most recently in that same meeting, that it will not sign the agreed CRD Contract. The reason given was that Digicel was waiting for the Authority's reply to submissions made by Digicel (which in retrospect are clearly those included in their 6 July 2011 letter), although on previous occasions Digicel has stated that it will not sign contracts with which it is not fully satisfied. While LIME is dismayed by Digicel's position, LIME also recognizes that neither LIME nor any of the other operators in the Consortium, whether acting individually or collectively as the Consortium, can compel Digicel to sign the CRD Contract.

LIME urges the Authority to act now and to ensure that the agreed-upon CRD Contract is signed by ALL operators without further delay.

Yours faithfully,
Cable and Wireless (Cayman Islands) Limited

[Signed]

Anthony Ritch
General Manager

¹ In fact, only LIME challenged Decision 2010-9, but the Authority is well aware that LIME did not challenge the "majority vote" decision-making methodology aspect of the Decision.